AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
DECEMBER 5, 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 Edward Coop of Joy Ministries.

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

5. TAX EQUITY AND FINANCIAL RESPONSIBILITY ACT (TEFRA) HEARING

5.1 **AIRPORT REFUNDING REVENUE NOTE, SERIES 2017** IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $1,450,000 FOR THE PURPOSES OF FINANCING A PORTION OF THE COST OF ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE FERNANDINA BEACH MUNICIPAL AIRPORT.

6. CONSENT AGENDA

6.1 **VOLUNTARY ANNEXATION AGREEMENT - 2246 SADLER ROAD -** RESOLUTION 2017-193 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR THREE PARCELS CONTAINING APPROXIMATELY 3.22 ACRES OF LAND LOCATED AT 2246 SADLER ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of water services to the property located at 2246 Sadler Road. Also approves the Voluntary Annexation Petition*.

6.2 **VOLUNTARY ANNEXATION AGREEMENT - 1336 S. 14TH STREET AND 1451 NECTARINE STREET -** RESOLUTION 2017-194 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR TWO PARCELS CONTAINING APPROXIMATELY 0.66 ACRES OF LAND LOCATED AT 1336 S. 14TH STREET AND 1451 NECTARINE STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the extension of water services to the property located at 1336 S. 14th Street and 1451 Nectarine Street. Also approves the Voluntary Annexation Petition*.

6.3 **PURCHASE APPROVAL – THOMPSON PUMP & MANUFACTURING COMPANY, INC. –** RESOLUTION 2017-195 APPROVING THE PURCHASE OF A NEW SIX INCH COMPRESSOR-ASSISTED SOLIDS HANDLING TRAILER MOUNTED BY-PASS PUMP FROM THOMPSON PUMP & MANUFACTURING COMPANY, INC. IN THE AMOUNT OF $32,743; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the purchase of a by-pass pump from Thompson Pump & Manufacturing Company, Inc. in the amount of $32,743 and finds titled property be declared surplus.*

7. RESOLUTIONS

7.1 **AWARD OF BID #17-24 - VIKTOR CONSTRUCTION CORP -** RESOLUTION 2017-196 AWARDING BID #17-24 TO VIKTOR CONSTRUCTION CORP FOR INTERIOR REPAINTING OF THE 500,000 GALLON PEDI-SPHERE WATER TOWER TANK IN THE AMOUNT OF $81,700; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards ITB #17-24 to Viktor Construction Corp in the amount of $81,700.*

7.2 **SOLE SOURCE PURCHASE APPROVAL - INTERNATIONAL CODE COUNCIL (ICC) -** RESOLUTION 2017-197 APPROVING THE SOLE SOURCE PURCHASE OF PLAN REVIEW SERVICES FOR THE BUILDING DEPARTMENT FROM THE INTERNATIONAL CODE COUNCIL (ICC); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the sole source purchase of plan review services for the Vintage at Amelia multi-family project from ICC in the amount of $29,790.*

7.3 **AGREEMENT ASSIGNMENT - NASSAU HUMANE SOCIETY, INC. -** RESOLUTION 2017-198 APPROVING AN ASSIGNMENT OF ANIMAL RESCUE SERVICES AGREEMENT FROM FERNANDINA BEACH ANIMAL RESCUE, INC. TO NASSAU HUMANE SOCIETY, INC.; AUTHORIZING EXECUTION, AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Assignment of Animal Rescue Services Agreement from Fernandina Beach Animal Rescue, Inc. to Nassau Humane Society, Inc.*

7.4 **INTERLOCAL AGREEMENT - NASSAU COUNTY PROPERTY APPRAISER -** RESOLUTION 2017-199 APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NASSAU COUNTY PROPERTY APPRAISER AND THE CITY OF FERNANDINA BEACH FOR EFFECTIVE UTILIZATION OF GEOGRAPHIC INFORMATION SYSTEMS (GIS); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Interlocal Agreement between the Nassau County Property Appraiser and the City of Fernandina Beach for effective utilization of GIS.*

7.5 **PURCHASE APPROVAL - KOMPAN, INC. -** RESOLUTION 2017-200 APPROVING THE PURCHASE OF THE EXPLORER DOME AT EGANS CREEK PARK FROM KOMPAN, INC. IN THE AMOUNT OF $48,790; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the purchase of the Explorer Dome from Kompan, Inc. in the amount of $48,790.*

8. ORDINANCES - SECOND READING

8.1 **CODE AMENDMENT - NEWSRACKS** - ORDINANCE 2017-23 AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES OF THE CITY IN REGARDS TO STREETS, SIDEWALKS AND OTHER PUBLIC PLACES BY CREATING SECTION 70-7 REGARDING NEWSRACKS WITHIN THE HISTORIC DISTRICT; SPECIFYING PERMIT PROCEDURES AND PROHIBITIONS REGARDING NEWSRACKS IN THE PUBLIC RIGHT OF WAY; PROVIDING FOR SPECIFIC LOCATIONS FOR THE PLACEMENT OF CITY-APPROVED NEWSRACKS IN THE HISTORIC DISTRICT; PROVIDING FOR REMOVAL BY THE CITY OF ABANDONED AND IMPERMISSIBLE NEWSRACKS; PROVIDING FOR AN APPEALS PROCESS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Section 70 of the City Code pertaining to newsracks.*

8.2 ***Quasi-judicial* - ZONING MAP AMENDMENT - 13TH STREET** - ORDINANCE 2017-25 CHANGING THE CITY'S ZONING MAP TO ASSIGN A PLANNED UNIT DEVELOPMENT OVERLAY FOR A PARCEL TOTALING 5.10 ACRES OF LAND LOCATED ON S. 13TH STREET BETWEEN HICKORY STREET AND FIR STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Planned Unit Development (PUD) overlay to approximately 5.10 acres located on S. 13th Street between Hickory Street and Fir Street.*

9. BOARD APPOINTMENT

9.1 **GOLF COURSE ADVISORY BOARD -** *one appointment.*

10. CITY COMMISSION DISCUSSION (NO ACTION)

10.1 **DOGS ON CITY BEACHES**

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. ADJOURNMENT

- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
- 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: TEFRA Hearing
Airport Refunding Revenue Note, Series 2017

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS:

"TEFRA" stands for Tax Equity and Financial Responsibility Act of 1982. This hearing is held under the authority and pursuant to Section 147(f) of the Internal Revenue Code of 1986 that provides for a public hearing prior to the City Commission voting on the issuance of tax-exempt bond financing. The resolution for issuance of Airport Refunding Revenue Note, Series 2017 in the aggregate amount not exceeding $1.450 Million for capital improvements at the Airport and refinancing existing Airport debt will be considered by the City Commission on December 19, 2017. This TEFRA hearing gives the public an opportunity to speak prior to the City Commission voting on December 19, 2017.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 11/29/2017

Date: November 29, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

resort owners are.

jroberts@fbnewsleader.com

FERNANDINA BEACH, FL 32034

ellville for pick-up and repurposing
irt road rising, Keep Nassau Beautiful
as fire has launched an education cam-
ve diffi- paign to help residents better
ntended understand which items can
e, which and cannot be recycled.
g-estab- Unfortunately, non-recyclable
, would materials often end up in recy-
se. The cling bins. That can contami-
as again nate an entire load, resulting
ppeal. in everything being sent to a
opened landfill. Additional information
roperty about recycling can be found at
did vote KeepNassauBeautiful.org.
Nov. 15 The Nassau County Board of
Day" in County Commissioners meets on
the second and fourth Monday
ful dis- of each month at 6 p.m. and the
h facts third Wednesday of each month
nd also at 9 a.m.
nd recy- All meetings are held at the
t phone Commission Chambers located in
Coach. the James S. Page Governmental
iTunes Complex at 96135 Nassau Pl.,
Yulee, Florida. The public is
es fall- invited to attend meetings.
d costs

cjackson@fbnewsleader.com

tice of Meeting
Amelia Walk
y Development District

eting of the Board of Supervisors of the
ty Development District will be held on
, 2017 at 2:00 p.m. at the Amelia Walk
7 Majestic Walk Circle, Fernandina
The meeting is open to the public and will
nce with the provisions of Florida Law
ment Districts. A copy of the agenda for
ined from the District Manager, 475 West
St. Augustine, Florida 32092 (and phone
neeting may be continued to a date, time,
on the record at the meeting. There may
or more Supervisors will participate by

pecial accommodations at this meeting
r physical impairment should contact the
40-5850 at least two calendar days prior to
earing or speech impaired, please contact
at 1-800-955-8770, for aid in contacting

es to appeal any action taken at these
at person will need a record of the
ordingly, the person may need to ensure
f the proceedings is made, including the
pon which such appeal is to be based.

Dave deNagy

NOTICE OF PUBLIC HEARING

The City of Fernandina Beach, Florida (the "City") intends to issue its Airport Refunding Revenue Note, Series 2017 (the "Note") in an aggregate principal amount not exceeding $1,450,000 for the principal purposes of (i) financing a portion of the cost of acquisition, construction and equipping of improvements to the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034, including, but not limited to the construction of a new general aviation terminal building; (ii) refinancing a portion of the cost of acquisition, construction and equipping of improvements to the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034, including, but not limited to the construction of hangars through the refunding of the City's outstanding Airport Revenue Notes, Series 2007; and (iii) paying certain costs of issuance of the Note. All of the facilities being financed or refinanced with the proceeds of the Note are owned by the City.

Please take notice that the City Commission of the City (the "Commission") will hold a public hearing at 6:00 p.m. or as soon thereafter as may be heard, on December 5, 2017 in the City Commission Chambers, 204 Ash Street, Fernandina Beach, Florida at which time any person may be heard regarding the facilities or projects being financed or refinanced and the proposed issuance of the Note. The documents regarding the proposed issuance of the Note and other public records regarding the facilities and the projects being financed or refinanced are in the possession of the City Clerk's Office, 204 Ash Street, Fernandina Beach, Florida and may be examined at reasonable times during business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

Any person who decides to appeal any decision made by the Commission with respect to any matter considered at this hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including testimony and evidence upon which the appeal is based.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING, AND ALSO THOSE SEEKING AN INTERPRETER, SHOULD CONTACT THE CITY AT TELEPHONE (904) 310-3115, TTY/TDD 711 OR THROUGH THE FLORIDA RELAY SERVICE AT 1-800-955-8771 AT LEAST 24 HOURS PRIOR TO THE PROCEEDINGS TO REQUEST SUCH ACCOMODATIONS.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2017-193
Voluntary Annexation Agreement -2246 Sadler Road

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-193

SYNOPSIS: Fernandina Investments, LLC, the property owners of 2246 Sadler Road, have 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 3.22 acres of land located at 2246 Sadler Road (Parcel ID#s: 29-3N-28-0000-0008-0000, 29-3N-28-0000-0007-0000, 00-00-30-0600-0002-0160). This is a commercial property and is 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 City will begin the process for annexation, assignment of a Future Land Use Map category, and Zoning district. This process will begin with the Planning Advisory Board at its Regular Meeting in January 2018.

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 2017-193.

Marshall McCrary, Community Development Director	11/03/2017
Dale Martin, City Manager	11/20/2017
Patti Clifford, Comptroller	11/20/2017
Tammi E. Bach, City Attorney	11/21/2017

Date: October 27, 2017

Submitted By: Kelly Gibson, Senior Planner

COMMISSION ACTION: Adopt

RESOLUTION 2017-193

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 THREE PARCELS CONTAINING APPROXIMATELY 3.22 ACRES OF LAND LOCATED AT 2246 SADLER ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Fernandina Investments, LLC, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for three parcels containing approximately 3.22 acres located 2246 Sadler Road (Parcel ID Numbers: 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000, 00-00-30-0600-0002-0160); 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 and sewer 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 and sewer services to the property owners identified, whose property is located outside the corporate limits of the City at 2246 Sadler Road and noted as parcels 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000, 00-00-30-0600-0002-0160 and approves the Voluntary Annexation Petition, attached hereto as Exhibit "1".

SECTION 2. The City Commission authorized 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 5th day of December, 2017.

CITY OF FERNANDINA BEACH

_____

ROBIN C. LENTZ
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

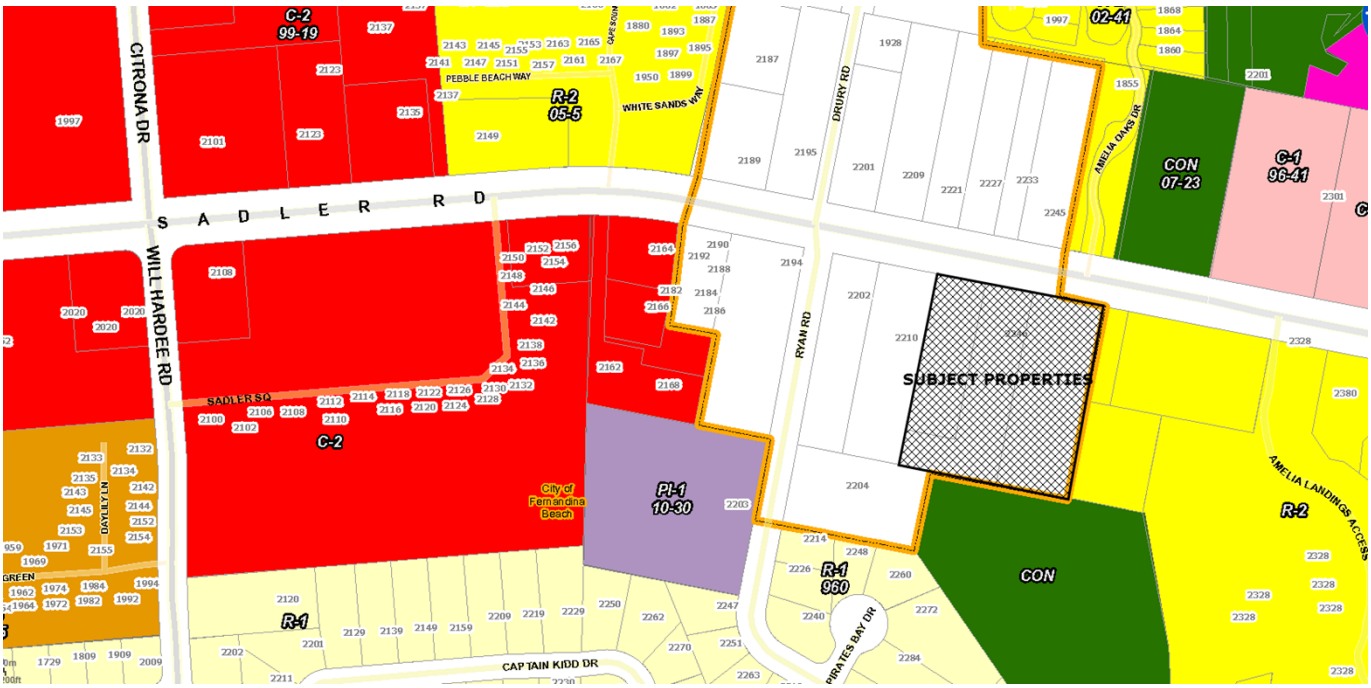
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

RESOLUTION 2017-
EXHIBIT "A"

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF
PARCEL ID NUMBER: 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000, 00-00-30-0600-0002-0160

LOCATED AT 2246 SADLER ROAD
TOTALING APPROXIMATELY 3.22 ACRES OF LAND



OFFICE USE ONLY

REC'D: 10/26/17 BY: KG
PAYMENT: $ 300 TYPE: ✓# 49012
APPLICATION #: 2017-00001546
CASE #:
CC MEETING DATE: 12/5/17

WATER/SEWER &VOLUNTARY ANNEXATION APPLICATION

APPLICANT INFORMATION

Owner Name: Fernandina Investments, LLC

Mailing Address: 1 Surry Court, Columbia, South Carolina 29212

Telephone: 803-772-2629 Fax:

Email: bpooser3@imichotels.com

Agent Name: Daniel McCranie / McCranie & Associates, Inc.

Mailing Address: 3 South 2nd Street, Fernandina Beach, Fl. 32034

Telephone: 904-335-8685 Fax:

Email: dan@mccranie-engineers.com

PROPERTY INFORMATION

Street Address: 2246 Sadler Road, Fernandina Beach, Fl. 32034

Parcel Identification Number(s): 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000
00-00-30-0600-0002-0160

PROJECT INFORMATION

Total Number of Lots/Parcels: 2 lots

Less than One (1) acre Sq. Footage: One (1) Acre or Greater: 3.22 Ac.

Existing Zoning Classification: CG - Nassau County

Existing Future Land Use Classification: Commercial

Description of Request: The owner of the subject property wishes to annex the property to be able to connect to the City's water and sewer system. All engineering and permitting approvals are proceeding with Nassau County, and said approvals are to transfer with the property.

SIGNATURE/NOTARY

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

10-5-17
Date

Signature of Applicant

STATE OF ~~FLORIDA~~ South Carolina
ss
COUNTY OF ~~NASSAU~~ Lexington

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

Notary Public: Signature

Tammy L. Simpson
Printed Name

2-2-2019
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE Fernandina Investments, LLC
(print name of property owner(s))

hereby authorize: Daniel McCranie / McCranie & Associates, Inc.
(print name of agent)

to represent me/us in processing an application for: 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.

(Signature of owner) (Signature of owner)

(Print name of owner) (Print name of owner)

STATE OF ~~FLORIDA~~ South Carolina
ss
COUNTY OF ~~NASSAU~~ Lexington

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

Notary Public: Signature — Tammy L. Simpson Printed Name — 2-2-2019 My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

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 Fernandina Investments, LLC (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#: 29-3N-28-0000-0007-0000, 29-3N-28-0000-0008-0000
00-00-30-0600-0002-0160

GENERALLY DESCRIBED AS: Amelia Island Hotel

ADDRESSED AS: 2246 Sadler Road, 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: _____ By: _____
Applicant Applicant

STATE OF ~~FLORIDA~~ South Carolina
COUNTY OF Lexington

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

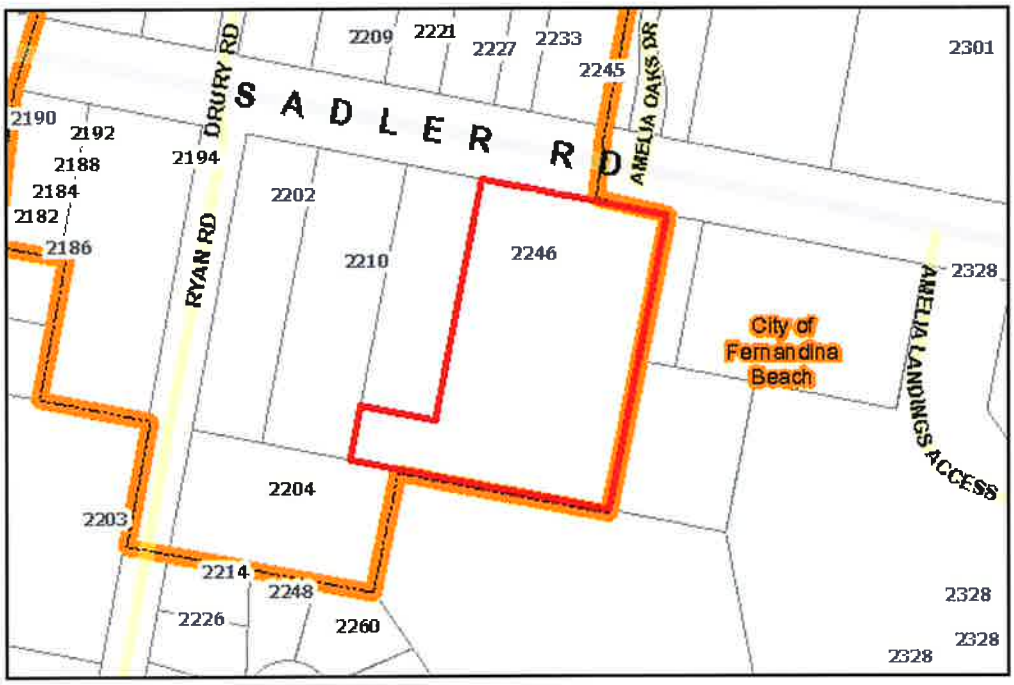
Signature of Notary
My Commission Expires: 2-2-2019
Type of Identification Produced Personally Known To Me

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

904-491-7300 www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser

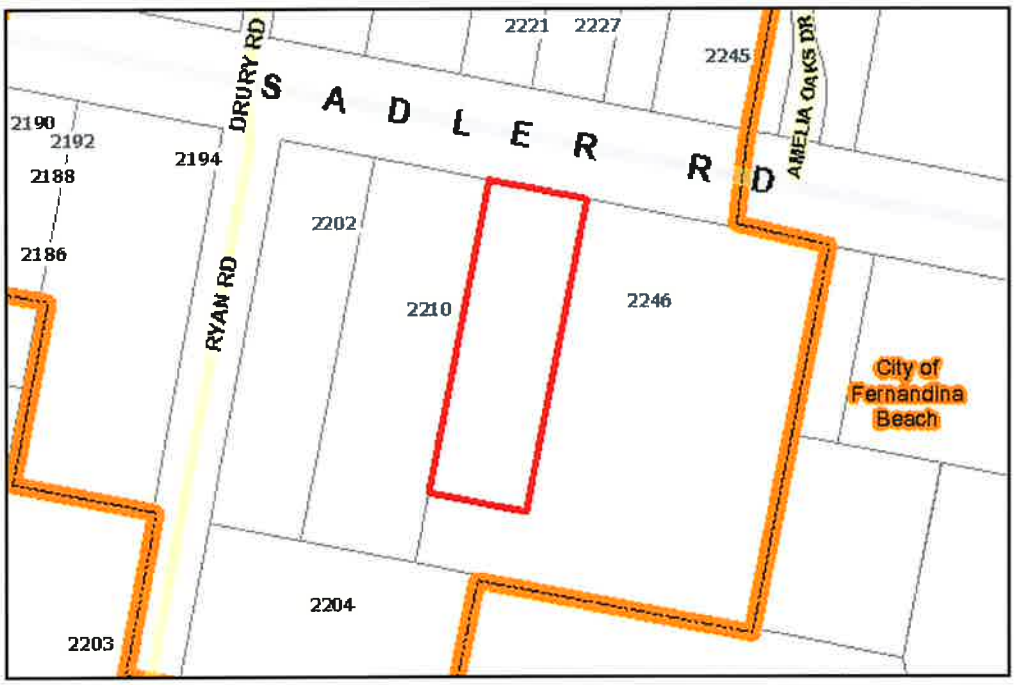


Parcel Report	Results
Parcel ID	29-3N-28-0000-0007-0000
Owner Information	DOUGLASS JOHN WESLEY II
Mailing Address	2246 SADLER ROAD FERNANDINA BEACH, FL 32034
Site Address	2246 SADLER RD FERNANDINA BEACH 32034
Previous Site Address (If Changed by 911)	2246 SADLER RD
Deed Acre	0.00
Approximate Acres (GIS Calculated)	2.47
Property Use Code	000100
Municipality	Unincorporated Nassau County
Census Tract	
MLS Zone	5 - Island
Subdivision	Not in a Subdivision

The Nassau County interactive map displays GIS data that is subject to continual updating, change and the data accuracy representations adjustments over time. The information contained within this document is not intended to be used for the preparation of construction documents and under no circumstance shall this product or representations from this product be used for final design purposes.

904-491-7300 www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser



Parcel Report	Results
Parcel ID	29-3N-28-0000-0008-0000
Owner Information	FERNANDINA INVESTMENTS LLC
Mailing Address	1 SURREY CT COLUMBIA, CT 29212
Site Address	
Previous Site Address (If Changed by 911)	
Deed Acre	0.00
Approximate Acres (GIS Calculated)	0.77
Property Use Code	000000
Municipality	Unincorporated Nassau County
Census Tract	
MLS Zone	5 - Island
Subdivision	Not in a Subdivision

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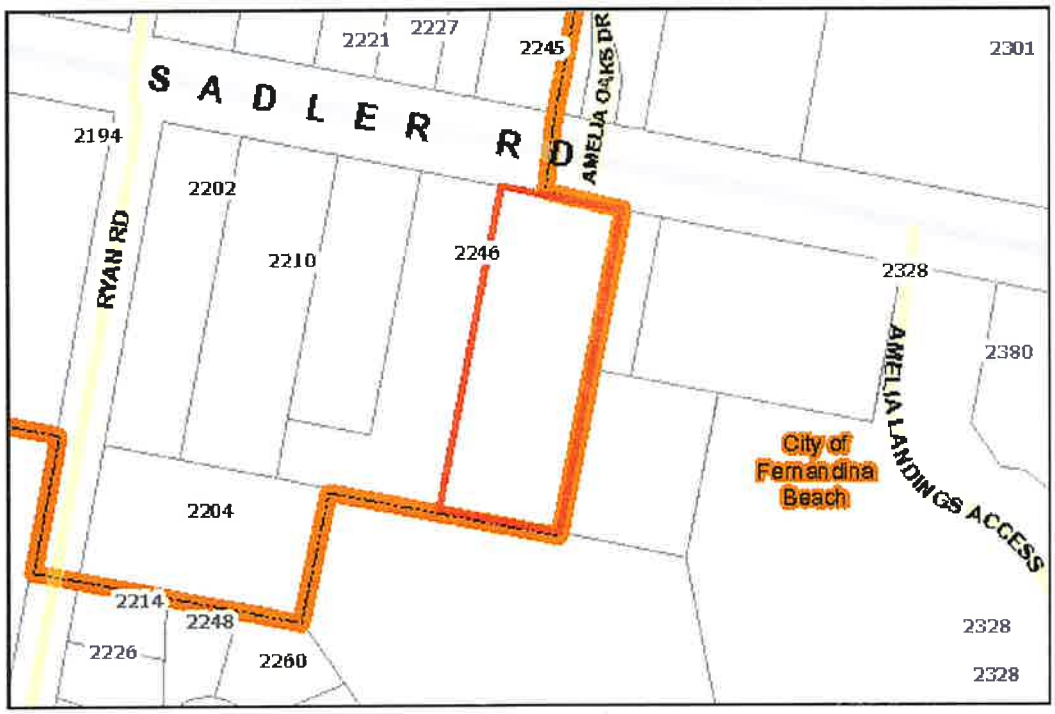
A. Michael Hickox
Nassau County Property Appraiser



Parcel Report	**Results**
Parcel ID	00-00-30-0600-0002-0160
Owner Information	DOUGLASS JOHN WESLEY II
	2246 SADLER ROAD
Mailing Address	
	FERNANDINA BEACH, FL 32034
Site Address	
Previous Site Address (If Changed by 911)	
Deed Acre	0.00
Approximate Acres (GIS Calculated)	
Property Use Code	000000
Municipality	Unincorporated Nassau County
Census Tract	
MLS Zone	5 - Island
Subdivision	Not in a Subdivision

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Nassau County makes no warranties or guarantees, either expressed or implied as to the completeness, accuracy, or correctness of the data portrayed in this product nor accepts any liability, arising from any incorrect, incomplete or misleading information contained therein. All information, data and databases are provided "as is"

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2017-194
Voluntary Annexation Agreement -1336 S. 14th Street & 1451 Nectarine Street

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-194

SYNOPSIS: Louis and Rosemarie Llerandi, the property owners of 1336 S. 14th Street and 1451 Nectarine Street, have 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 0.66 acres of land with 2 parcels located at 1336 S. 14th Street and 1451 Nectarine Street (Parcel ID#s: *00-00-31-1800-0266-0052 and 00-00-31-1800-0266-0062*). This is a commercial property currently operating as a daycare facility and an adjoining parcel containing a vacant mobile home.

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. Action to begin the annexation process and assignment of a future land use category and zoning district will begin with the Planning Advisory Board at its Regular Meeting in January 2018.

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 2017-194.

Marshall McCrary, Community Development Director	11/03/2017
Dale Martin, City Manager	11/20/2017
Patti Clifford, Comptroller	11/20/2017
Tammi E. Bach, City Attorney	11/21/2017

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

COMMISSION ACTION: Adopt

RESOLUTION 2017-194

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 TWO PARCELS CONTAINING APPROXIMATELY 0.66 ACRES OF LAND LOCATED AT 1336 S. 14th STREET AND 1451 NECTARINE STREET; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners, Louis A. Llerandi and Rosemarie C. Llerandi, have completed the City of Fernandina Beach Voluntary Annexation Petition/ Water/Sewer Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for two (2) parcels containing approximately 0.66 acres together located at 1336 S. 14th Street and 1451 Nectarine Street (Parcel ID Numbers: 00-00-31-1800-0266-0052 and 00-00-31-1800-0266-0062); 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 and sewer 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 and sewer services to the property owners identified, whose property is located outside the corporate limits of the City at 1336 S. 14th Street and 1451 Nectarine Street and noted as parcel identification numbers 00-00-31-1800-0266-0052 and 00-00-31-1800-0266-0062 and approves the Voluntary Annexation Petition, attached hereto as Exhibit "1".

SECTION 2. The City Commission authorized 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 5th day of December, 2017.

CITY OF FERNANDINA BEACH

_____

ROBIN C. LENTZ
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

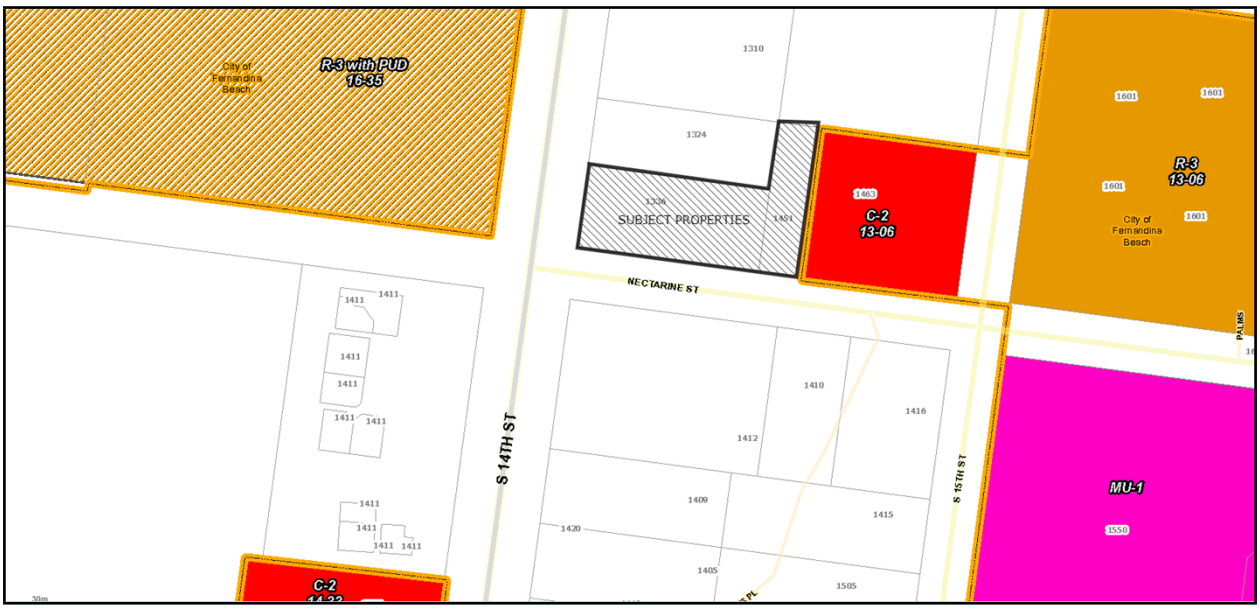
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

RESOLUTION 2017-
EXHIBIT "A"

WATER AND SEWER AGREEMENT/ VOLUNTARY PETITION FOR ANNEXATION OF PARCEL ID NUMBERS: 00-00-31-1800-0266-0052 AND 00-00-31-1800-0266-0062

LOCATED AT 1336 S. 14TH STREET AND 1451 NECTARINE STREET
TOTALING APPROXIMATELY 0.66 ACRES OF LAND



OFFICE USE ONLY
REC'D: 11/3/17 BY: KG
PAYMENT: $ 300 TYPE: MC
APPLICATION #: 2017-0001590
CASE #: —
CC MEETING DATE: 12/5/17

WATER/SEWER &VOLUNTARY ANNEXATION APPLICATION

APPLICANT INFORMATION

Owner Name: Louis A & Rosemarie C Llerandi

Mailing Address: 1540 Lisa Ave, Fernandina Beach, FL 32034

Telephone: 904-430-3910 Fax: 904-432-8053

Email: lallerandi@gmail.com

Agent Name: _____

Mailing Address: _____

Telephone: _____ Fax: _____

Email: _____

PROPERTY INFORMATION

Street Address: 1336 s 14th St & 1451 Nectarine St, Fernandina Beach, FL 32034

Parcel Identification Number(s): 00-00-31-1800-0266-0052 / 00-00-31-1800-0266-0062

PROJECT INFORMATION

Total Number of Lots/Parcels: 2

Less than One (1) acre Sq. Footage: 19892 / 8601 One (1) Acre or Greater: _____

Existing Zoning Classification: _____

Existing Future Land Use Classification: _____

Description of Request: Request for sewer services

SIGNATURE/NOTARY

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

11.3.17
Date

Signature of Applicant

SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES: November 12, 2020

STATE OF FLORIDA
ss
COUNTY OF NASSAU

Subscribed and sworn to before me this 3 day of NOV., 20 17

Notary Public: Signature

SYLVIE McCANN
Printed Name

11/12/20
My Commission Expires

Personally Known _____ OR Produced Identification ✓ ID Produced: FL DL

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 Louis A & Rosemarie C Llerandi (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#: 00-00-31-1800-0266-0052 / 00-00-31-0266-0062

GENERALLY DESCRIBED AS: Block 266 E210 FT OF S94.75 FT of Lot 5 PT OR 1580/1847 Block 266 W50 FT OF Lot 6 PT OR 1580/1847 R434109 & R434110

ADDRESSED AS: 1336 S 14th St & 1451 Nectarine St

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.

APPROVED AS TO FORM AND LEGALITY:

_____

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: _____
Applicant

By: _____
Applicant

STATE OF FLORIDA
COUNTY OF Nassau

SYLVIE MCCANN
MY COMMISSION # GG38352
EXPIRES: November 12, 2020

Sworn and subscribed before me this 3 day of Nov., 2017.

Sylvie McCann ERP 11/12/20
Signature of Notary
My Commission Expires:
Type of Identification Produced FL DL

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

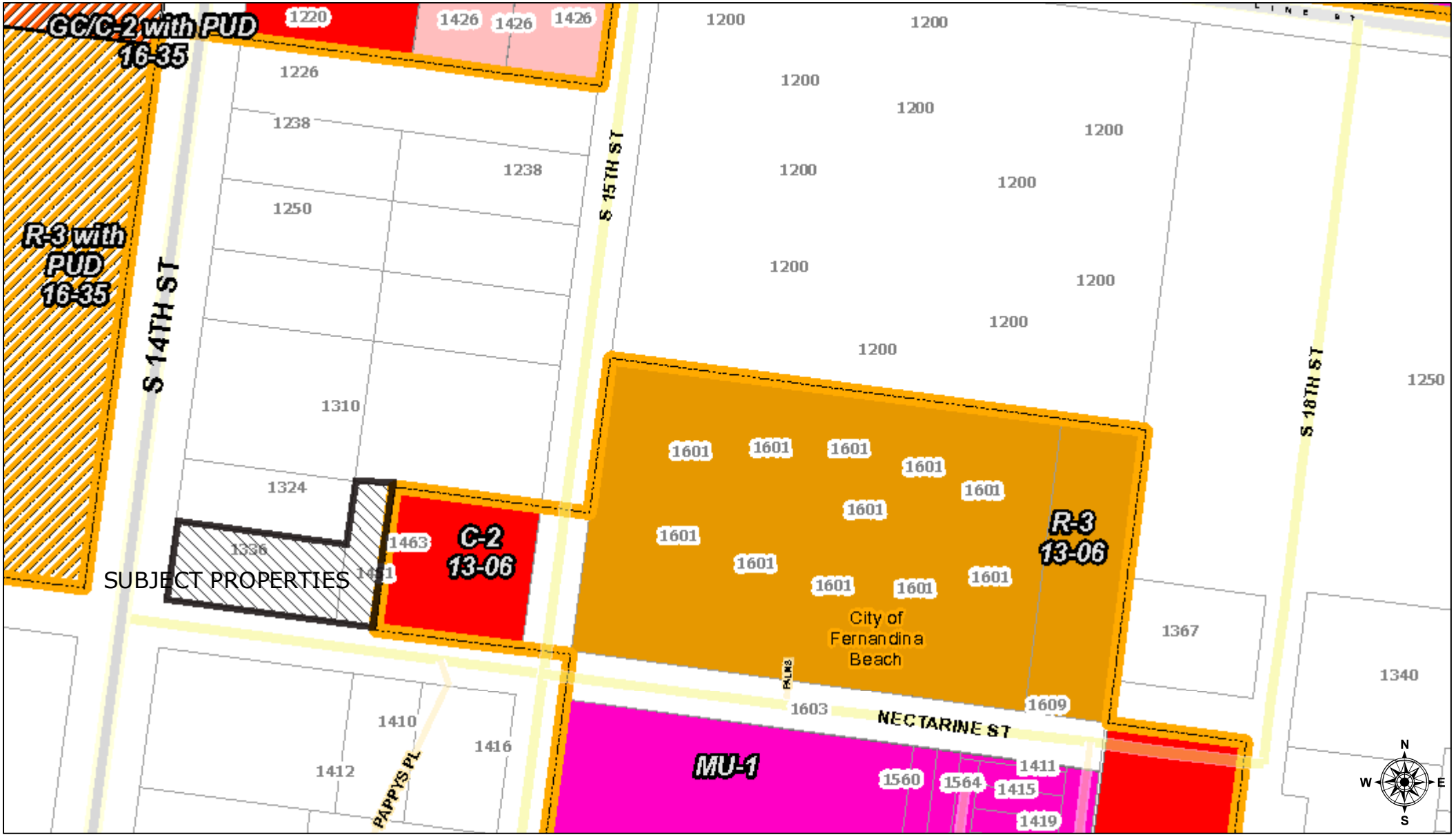
_____

CAROLINE BEST
City Clerk

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

1336 S. 14TH STREET AND 1451 NECTARINE STREET



November 17, 2017

Municipal Boundary

- City of Fernandina Beach
- Town of Callahan
- Town of HIlliard
- Land Parcels

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

2017

NASSAU | A. Michael Hickox, CFA, Cert.Res.RD1941
Nassau County Property Appraiser

Property Search | Sales Search | Nassau Home

OWNER NAME	LLERANDI LOUIS A & ROSEMARIE C	PARCEL NUMBER	00-00-31-1800-0266-0052
MAILING ADDRESS	1540 LISA AVE	TAX DISTRICT	UNINCORPORATED MIDDLE ISLAND (DISTRICT 8)
		MILLAGE	15.6117
		PROPERTY USAGE	
	FERNANDINA BEACH, FL 32034	DEED ACRES	0
LOCATION ADDRESS	1336 14TH ST S	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	BLOCK 266 E210 FT OF S94.75 FT OF LOT 5 PT OR 1580/1847	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

	2017 Certified Values
JUST VALUE OF LAND	$99,481
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$100,117
TOTAL MISC VALUE	$8,597
JUST OR CLASSIFED TOTAL VALUE	$208,195
ASSESSED VALUE	$208,195
EXEMPT VALUE	$0
TAXABLE VALUE	$208,195

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
PROF DAYCA 001920	19,896	SF	25-3N-28

Building Information

TYPE	TOTAL AREA	HEATED AREA	BED ROOMS	BATHS	PRIMARY EXTERIOR	SECONDARY EXTERIOR	HEATING	COOLING	ACTUAL YEAR BUILT	BUILDING SKETCH
DAYCARE HM	2,775	2,619	0	0	AVERAGE	CEMENT BRK	FORCED AIR	FORCED AIR	1959	SHOW SKETCH

Miscellaneous Information

DESCRIPTION	DIMENSIONS L x W	UNITS	YEAR BUILT
ASPHALT C	0 X 0	3537	2000
ASPHALT C	0 X 0	294	2005
CONCRETE A	13 X 5	65	2000
CL FNC 4'	0 X 0	45	2000
CONCRETE A	0 X 0	284	1989

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
08/12/2008	1580/1847	1580/1847	525000	WD	Q	Y	CRAVEY W L & LINDA R	LLERANDI LOUIS A & ROSEMARIE C
01/01/1974	164/290	164/290	16600	WD	Q	Y		
01/01/1970	107/52	107/52	13500	TA	U	Y		

NASSAU | A. Michael Hickox, CFA, Cert.Res.RD1941
Nassau County Property Appraiser

Property Search | Sales Search | Nassau Home

OWNER NAME	LLERANDI LOUIS A & ROSEMARIE C	**PARCEL NUMBER**	00-00-31-1800-0266-0062
MAILING ADDRESS	1540 LISA AV	**TAX DISTRICT**	UNINCORPORATED MIDDLE ISLAND (DISTRICT 8)
		MILLAGE	15.6117
		PROPERTY USAGE	MOBILE HOME
	FERNANDINA BEACH, FL 32034	**DEED ACRES**	0
LOCATION ADDRESS	1451 NECTARINE ST	**HOMESTEAD**	N
	FERNANDINA BEACH 32034	**PARCEL MAP RECORD**	MAP THIS PARCEL
SHORT LEGAL	BLOCK 266 W50 FT OF LOT 6 PT OR 1580/1847 R434109 & R434110	**TAX COLLECTOR SEARCH**	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

	2017 Certified Values
JUST VALUE OF LAND	$15,051
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$15,070
TOTAL MISC VALUE	$1,218
JUST OR CLASSIFED TOTAL VALUE	$31,339
ASSESSED VALUE	$31,339
EXEMPT VALUE	$0
TAXABLE VALUE	$31,339

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
SFR/MH 000102	8,601	SF	25-3N-28

Building Information

TYPE	TOTAL AREA	HEATED AREA	BED ROOMS	BATHS	PRIMARY EXTERIOR	SECONDARY EXTERIOR	HEATING	COOLING	ACTUAL YEAR BUILT	BUILDING SKETCH
M/H 93-	1,152	1,152	3	2	AVERAGE		AIR DUCTED	FORCED AIR	1985	SHOW SKETCH

Miscellaneous Information

DESCRIPTION	DIMENSIONS L x W	UNITS	YEAR BUILT
WD DECK A	16 X 10	160	1988
WD DECK A	8 X 8	64	1988
CONCRETE A	20 X 20	400	1988

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
08/12/2008	1580/1847	1580/1847	525000	WD	Q	Y	CRAVEY WILLIAM L & LINDA R	LLERANDI LOUIS A & ROSEMARIE C
11/01/1978	278/587	278/587	4000	WD	Q	N		
01/01/1972	119/705	119/705	1000	TA	Q	N		

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2017-195
Purchase Approval - Thompson Pump & Manufacturing Company, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-195

SYNOPSIS: The Utilities Department requests the City Commission's approval to purchase a six-inch compressor-assisted solids handling trailer mounted by-pass pump from Thompson Pumps to replace an existing obsolete six inch portable hydraulic powered pump. The proposed purchase is available through contract pricing using pricing provided by the Florida State Contract and the Florida Sheriff's Association Vehicle Bid Award. (see Exhibit "A").

City Commission approval is required as purchase will exceed the City Manager's authority limit.

The City's Purchasing Policies and Procedures Manual (approved by Resolution 2010-38) requires that the City Commission declare titled vehicles and equipment as surplus prior to proceeding with disposal. Staff requests the City Commission declare pump #324 (1997 Thompson Pump) as surplus.

FISCAL IMPACT: The funds have been budgeted in the Wastewater Machine/Equipment account #450 56400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-195.

John Mandrick, Utilities Director	11/17/2017
Jeremiah Glisson, Fleet & Facilities Maintenance Director	11/17/2017
Nicole Bednar, Administrative Services Manager	11/20/2017
Dale Martin, City Manager	11/20/2017
Patti Clifford, Comptroller	11/20/2017
Tammi E. Bach, City Attorney	11/21/2017
Katie Newton, Legal Assistant	11/22/2017

Submitted By: _____ Date: November 16, 2017
Alice Gizzo, Administrative Specialist

COMMISSION ACTION: Adopt

RESOLUTION 2017-195

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PURCHASE OF A NEW SIX INCH COMPRESSOR-ASSISTED SOLIDS HANDLING TRAILER MOUNTED BY-PASS PUMP FROM THOMPSON PUMP & MANUFACTURING COMPANY, INC. IN THE AMOUNT OF $32,743; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff requests permission to purchase a six inch compressor-assisted solids handling trailer mounted by-pass pump (Model #6JSCEE-DIST-4LE2T-M) from Thompson Pump & Manufacturing Company, Inc. in the amount of $32,743 to replace an existing obsolete six-inch hydraulic by-pass pump (Unit #324); and

WHEREAS, the purchase will be made through the piggyback process via the 2017 Florida Sheriffs Association Contract Bid Award #FSA17-VEH15.0-Cab & Chassis Trucks & Other Fleet Equipment and funding for this purchase is budgeted and available in the Wastewater Machine/Equipment Account #450 56400; and

WHEREAS, staff requests that pump #324 (1997 Thompson Pump) be declared surplus by the City Commission; it will be disposed in a manner consistent with the City's Policies and Procedures.

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

SECTION I. The City Commission authorizes the purchase of a by-pass pump from Thompson Pump & Manufacturing Company, Inc. in the amount of $32,743 and hereby finds that the titled property (#324 - 1997 Thompson Pump) be declared surplus and may be disposed in a manner consistent with the City's Policies and Procedures.

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

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

ADOPTED this 5th day of December, 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

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

6 INCH MOBILE PUMP PACKAGE SPECIFICATION #76

2018 Thompson 6JSC

The Thompson 6JSC purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$36,980.00	$36,980.00	$36,980.00	$36,980.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	6JSC			
DEALER:	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$36,980.00	$36,980.00	$36,980.00	$36,980.00

Order Code	Delete Options	All Zones
3D [1]	Downgrade to 3" pump *Downgrade pump from 6JSC to 3" Mud Hog- trailer mounted* [1]	($34,996.00)[1]
4JSC-FT4-LHP [1]	Downgrade to 4" pump *Downgrade pump from 6JSC to 4" LHP with FT4 engine, compressor assisted - Trailer Mounted* [1]	($2,428.00)[1]
	Downgrade to non UL fuel tank	NA
	Downgrade to non UL subbase for 3" & 4" pump packages	NA
	Downgrade to non UL subbase for 6" pump package	NA
	Downgrade to non UL subbase for 8", 10" & 12" pump packages	NA
4JSV-FT4-LHP [1]	Downgrade pump package - specify *Downgrade pump from 6" to 4" LHP with FT4 engine- vacuum assisted- trailer mounted* [1]	($433.00)[1]
4JSC-STP [1]	Downgrade pump package - specify *Downgrade pump from 6" to 4JSC -Enviroprime, compressor assisted* [1]	($2,997.00)[1]
4JSV-STP [1]	Downgrade pump package - specify *Downgrade pump from 6" to 4JSV -Enviroprime, vacuum assisted* [1]	($1,001.00)[1]
SK Dewatering [1]	Downgrade pump package - specify *Downgrade pump from 6" to 6" SK Wellpoint Only- Trailer Mounted* [1]	($1,454.00)[1]
Basic Trash Pump [1]	Downgrade pump package - specify *Downgrade pump from 6" to 6" Basic Trash Pump with FT4 engine- Trailer Mounted* [1]	($10,501.00)[1]
TPM Panel-Basic [1]	Delete remote control *Basic Auto start/stop control panel w/ floats* [1]	($2,274.00)[1]
Battery Charger [1]	Delete option - specify *120V Battery Charger* [1]	($471.00)[1]
Spare Tire [1]	Delete option - specify *Spare Tire* [1]	($316.00)[1]
Hydraulic Brakes [1]	Delete option - specify *Hydraulic Brakes per axle* [1]	($895.00)[1]
DOT Lights [1]	Delete option - specify *DOT Light Package* [1]	($281.00)[1]
4 Trailer [1]	Delete option - specify *Trailer for 4JSCM/4JSVM models* [1]	($1,588.00)[1]
6 Trailer [1]	Delete option - specify *Trailer for 6JSC/6JSV models* [1]	($1,942.00)[1]
8 Trailer [1]	Delete option - specify *Trailer for 8JSC/8JSV models* [1]	($2,944.00)[1]
10 Trailer [1]	Delete option - specify *Trailer for 10JSCG/12JSCJ models* [1]	($5,438.00)[1]
12 Trailer [1]	Delete option - specify *Trailer for 12JSCG/18JSCJ/18JSCK models* [1]	($7,250.00)[1]
3 Trailer [1]	Delete option - specify *Trailer for 3D models* [1]	($290.00)[1]

VEHICLE:	6JSC			
DEALER:	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$36,980.00	$36,980.00	$36,980.00	$36,980.00

Float Box [1]	Delete option - specify *Storage box for auto start/stop floats* [1]	($152.00)[1]
Enviro-Chamber [1]	Delete option - specify *Chamber for air/water separation in priming system* [1]	($254.00)[1]

Order Code **Add Options** **All Zones**

Options are to be discounted below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options. Purchasers are encourage to negotiate pricing for options. Additional discounts for each add option shall be decided by the Vendor. Please refer to the Contract Terms and Conditions, Section 2.14 Option Pricing.

8JSC-FT4 [1]	Upgrade to 8" pump *Upgrade pump from 6JSC to 8JSC- with FT4 engine, Enviroprime, compressor assisted- trailer mounted* [1]	$35,868.00[1]
10JSC [1]	Upgrade to 10" pump *Upgrade pump from 6JSC to 10JSC- trailer mounted* [1]	$43,070.00[1]
12JSCG [1]	Upgrade to 12" pump *Upgrade pump from 6JSC to 12JSCG- trailer mounted* [1]	$53,395.00[1]
4- Silent Knight [1]	Upgrade to aluminum sound attenuated 3" pump package *4JSC-LHP Silent Knight Sound Attenuated Enclosure* [1]	$8,100.00[1]
4/6- Silent Knight [1]	Upgrade to aluminum sound attenuated 4" pump package *4JSC/4JSV/6JSCEN Silent Knight Sound Attenuated Enclosure* [1]	$9,754.00[1]
6- Silent Knight [1]	Upgrade to aluminum sound attenuated 6" pump package *4JSC-12/6JSC/6JSV Silent Knight Sound Attenuated Enclosure* [1]	$11,829.00[1]
8- Silent Knight [1]	Upgrade to aluminum sound attenuated 8" pump package *8JSC/8JSV Silent Knight Sound Attenuated Enclosure* [1]	$13,616.00[1]
10/12- Silent Knight [1]	Upgrade to aluminum sound attenuated 10" pump package *10JSCG/12JSCJ Silent Knight Sound Attenuated Enclosure* [1]	$14,690.00[1]
12/18- Silent Knight [1]	Upgrade to aluminum sound attenuated 12" pump package *12JSCG/18JSCJ/18JSCK Silent Knight Sound Attenuated Enclosure* [1]	$18,125.00[1]
6JSC-10.1 [1]	Upgrade - specify *Upgrade from 6JSC to 6JSC-10.1 with FT4 engine, Enviroprime compressor-assisted-trailer mounted* [1]	$4,007.00[1]
6JSV-10.1 [1]	Upgrade - specify *Upgrade from 6JSC to 6JSV-10.1 with FT4 engine, Enviroprime vacuum-assisted-trailer mounted* [1]	$7,870.00[1]
6JSC-9.5 [1]	Upgrade - specify *Upgrade from 6JSC to 6JSC-9.5 with FT4 engine, Enviroprime compressor-assisted-trailer mounted* [1]	$1,292.00[1]
6JSV-9.5 [1]	Upgrade - specify *Upgrade from 6JSC to 6JSV-9.5 with FT4 engine, Enviroprime vacuum-assisted-trailer mounted* [1]	$3,647.00[1]
6JSC-12-C [1]	Upgrade - specify *Upgrade pump from 6JSC to 6JSC-12C with FT4 engine, Enviroprime compressor assisted- trailer mounted* [1]	$6,004.00[1]

VEHICLE:	6JSC			
DEALER:	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$36,980.00	$36,980.00	$36,980.00	$36,980.00

6JSV-12-C [1]	Upgrade - specify *Upgrade pump from 6JSC to 6JSC-12C with FT4 engine, Enviroprime vacuum assisted- trailer mounted* [1]	$7,139.00[1]
6JSC-12-J [1]	Upgrade - specify *Upgrade pump from 6JSC to 6JSC-12J with FT4 engine, Enviroprime compressor assisted- trailer mounted* [1]	$11,717.00[1]
6JSV-12-J [1]	Upgrade - specify *Upgrade pump from 6JSC to 6JSC-12J with FT4 engine, Enviroprime vacuum assisted- trailer mounted* [1]	$14,149.00[1]
4JSC-FT4 [1]	Upgrade - specify *Upgrade pump from 6JSC to 4JSC with FT4 engine, Enviroprime compressor assisted- trailer mounted* [1]	$591.00[1]
4JSV-FT4 [1]	Upgrade - specify *Upgrade pump from 6JSC to 4JSV with FT4 engine, Enviroprime vacuum assisted- trailer mounted* [1]	$2,586.00[1]
6JSC-12-STP [1]	Upgrade - specify *Upgrade pump from 6JSC to 6JSC-12 with Enviroprime, compressor assisted* [1]	$1,804.00[1]
6JSV-12-STP [1]	Upgrade - specify *Upgrade pump from 6JSC to 6JSC-12 with Enviroprime, vacuum assisted* [1]	$10,400.00[1]
8JSV-STP [1]	Upgrade - specify *Upgrade pump from 6JSC to 8JSV with Enviroprime, vacuum assisted* [1]	$16,104.00[1]
12JSVJ-STP [1]	Upgrade - specify *Upgrade pump from 6JSC to 12JSVJ with Enviroprime, vacuum assisted* [1]	$40,220.00[1]
18JSVJ-STP [1]	Upgrade - specify *Upgrade pump from 6JSC to 12JSVJ with Enviroprime, vacuum assisted* [1]	$64,684.00[1]
18JSVK-STP [1]	Upgrade - specify *Upgrade pump from 6JSC to 18JSVK with Enviroprime, vacuum assisted* [1]	$120,150.00[1]
TPM Panel-Advanced [1]	Upgrade - specify *Advanced auto start/stop control panel with application specific features* [1]	$2,791.00[1]
Electric Brakes [1]	Upgrade - specify *Electric brakes per axle* [1]	$752.00[1]
Hose Racks [1]	Optional equipment - specify *Hose racks for mounting suction hoses on a trailer mounted pump* [1]	$842.00[1]
Throttle Actuator [1]	Optional equipment - specify *Auto throttle control for mechanically governed engines* [1]	$1,185.00[1]
Level Transducer [1]	Optional equipment - specify *Level/Pressure transducer with 40′ wet cable and leveling guard* [1]	$2,120.00[1]
Inside Work Lights [1]	Optional equipment - specify *(2) DC powered LED work lights mounted inside the complete pump set* [1]	$510.00[1]
Outside Work Lights [1]	Optional equipment - specify *(2) DC powered LED work lights mounted outside the complete pump set* [1]	$665.00[1]
U Tank [1]	Optional equipment - specify *UL-142 modular DW fuel tank, standard dimensions* [1]	$4,385.00[1]
D Tank [1]	Optional equipment - specify *Non-UL modular DW fuel tank, standard dimensions* [1]	$2,730.00[1]
AC Power Inverter [1]	Optional equipment - specify *DC to AC power inverter mounted inside the Silent Knight enclosure* [1]	$1,269.00[1]

VEHICLE:	6JSC			
DEALER:	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$36,980.00	$36,980.00	$36,980.00	$36,980.00

SCADA Interface [1]	Optional equipment - specify *SCADA interface with up to 6 dry contacts connections for hard wired remote monitoring* [1]	$1,821.00[1]
RECON 2000T [1]	Optional equipment - specify *Wireless remote monitoring and remote control, includes 12 months of monitoring service* [1]	$4,425.00[1]
RECON- Annual Service [1]	Optional equipment - specify *12 months of monitoring service for RECON 2000T* [1]	$600.00[1]
Solar Battery Charger [1]	Optional equipment - specify *Solar powered battery charger* [1]	$868.00[1]
UV Protection Coat [1]	Optional equipment - specify *Additional UV resistance for Silent Knight enclosures* [1]	$471.00[1]
Coating for Fuel Tank [1]	Optional equipment - specify *Corrosion resistant coating for modular fuel tanks* [1]	$3,444.00[1]
Z Tank [1]	Optional equipment - specify *Additional fuel capacity for 4/6/8 modular fuel tanks- max 150 gallon, skid only* [1]	$2,900.00[1]
6x20 Suction Hose [1]	Optional equipment - specify *6" x 20' R- Suction Hose, B-Ball x Socket* [1]	$449.00[1]
6x10 Suction Hose [1]	Optional equipment - specify *6" x 10' R- Suction Hose, B-Ball x Socket* [1]	$284.00[1]
6x50 Lay-Flat [1]	Optional equipment - specify *6" x 50' R- Lay-Flat Discharge Hose, C-Ball x Socket* [1]	$264.00[1]
6x10 HP Disch Hose [1]	Optional equipment - specify *6" x 10' R- High Pressure Discharge Hose, C-Ball x Socket* [1]	$455.00[1]
4x20 Suction Hose [1]	Optional equipment - specify *4" x 20' R- Suction Hose, B- Ball x Socket* [1]	$218.00[1]
4x10 Suction Hose [1]	Optional equipment - specify *4" x 10' R- Suction Hose, B- Ball x Socket* [1]	$185.00[1]
4x50 Lay-Flat [1]	Optional equipment - specify *4" x 50' R- Lay Flat Discharge Hose, C- Ball x Socket* [1]	$172.00[1]
4x10 HP Disch Hose [1]	Optional equipment - specify *4" x 10' R- High Pressure Discharge Hose, C- Ball x Socket* [1]	$231.00[1]
STP- SCI [1]	Optional equipment - specify *TBS Option #1- Impeller* [1]	$1,523.00[1]
STP- DD [1]	Optional equipment - specify *TBS Option #2- DRS or DCS* [1]	$653.00[1]
STP- SU [1]	Optional equipment - specify *TBS Option #3- Additional Start-Up Testing for Pump* [1]	$471.00[1]
3x20 Suction Hose [1]	Optional equipment - specify *3" x 20' P- Suction Hose, B- CxE & 3" x 50' R-Lay-Flat Discharge Hose, B- CxE* [1]	$253.00[1]
12JSVG-FT4 [1]	Optional equipment - specify *Upgrade pump from 6JSC to 12JSVG- high pressure jet pump with Enviroprime, vacuum assisted- trailer mounted* [1]	$131,688.00[1]
4JSC-12-J [1]	Optional equipment - specify *Upgrade pump from 6JSC to 4JSC-12 high pressure jet pump with Enviroprime, compressor assisted- trailer mounted* [1]	$8,483.00[1]

VEHICLE:	6JSC			
DEALER:	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.	Thompson Pump & Mfg. Co. Inc.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$36,980.00	$36,980.00	$36,980.00	$36,980.00

32HPU-60HST [1]	Optional equipment - specify *Upgrade pump from 6JSC to 6" Hydraulic Power Unit and Pump Set with FT4 engine- trailer mounted* [1]	$7,682.00[1]
FPM- 4/6 [1]	Maintenance Plan - specify *(1) Standard Preventive Maintenance Service for 4" ad 6" pumps* [1]	$350.00[1]
FPM- 8/10/12/18 [1]	Maintenance Plan - specify *(1) Standard Preventive Maintenance Service for 8", 10", 12", and 18" pumps* [1]	$595.00[1]
2 Year Limited [1]	Warranty - specify *24 Month Limited Warranty based on TPM Warranty statement* [1]	Incl.[1]
1 Year Additional [1]	Warranty - specify *12 Month Extension of TPM Standard Limited Warranty* [1]	$650.00[1]
% Discount [1]	Warranty - specify *Equal Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount can ONLY BE APPLIED to a downgrade or an upgrade to the base model listed in this specification.* [1]	Std[1]

6” Solids Handling Compressor-Assisted Pump (Dry Prime)

Model: 6JSCEE-DIST-4LE2T-M

With its heavy-duty cast-iron construction and fast priming capabilities, this solids handling trailer mounted jet pump leads the industry in construction, industrial and mining applications. The Thompson 6JSCEE-DIST-4LE2T-M is designed for high flows to 2450 gpm and heads to 120 feet making it perfect for sewage bypass pumping or general construction dewatering

Consult factory for other versions & options including site trailers, sound attenuation, etc.

ENVIROPRIME SYSTEM® with Compressor

- Thompson’s innovative priming system preventing blow-by of sewage, effluent and waste from discharging onto the ground. This system, with Thompson’s compressor priming system, offers mid-range air handling capabilities for quick priming.

Materials	
Pump Casing	65-45-12 ductile iron, tangential discharge, clock-wise rotation, back pullout design
Impeller	65-45-12 ductile iron*, closed or semi-open, 2-vane, 3” solids handling, balanced and contains rear equalizing vanes, 9.5" diameter
Mechanical Seal	Grease or oil lubricated single component type with Tungsten Carbide vs Silicon Car-bide faces with Viton elastomers
Shaft	Modified SAE 1144 “stress-proof” steel
Bearings & Frame	Grease or oil lubricated, 6316 deep groove ball bearings. Class 30 Cast Iron with cooling fins and mounting tabs

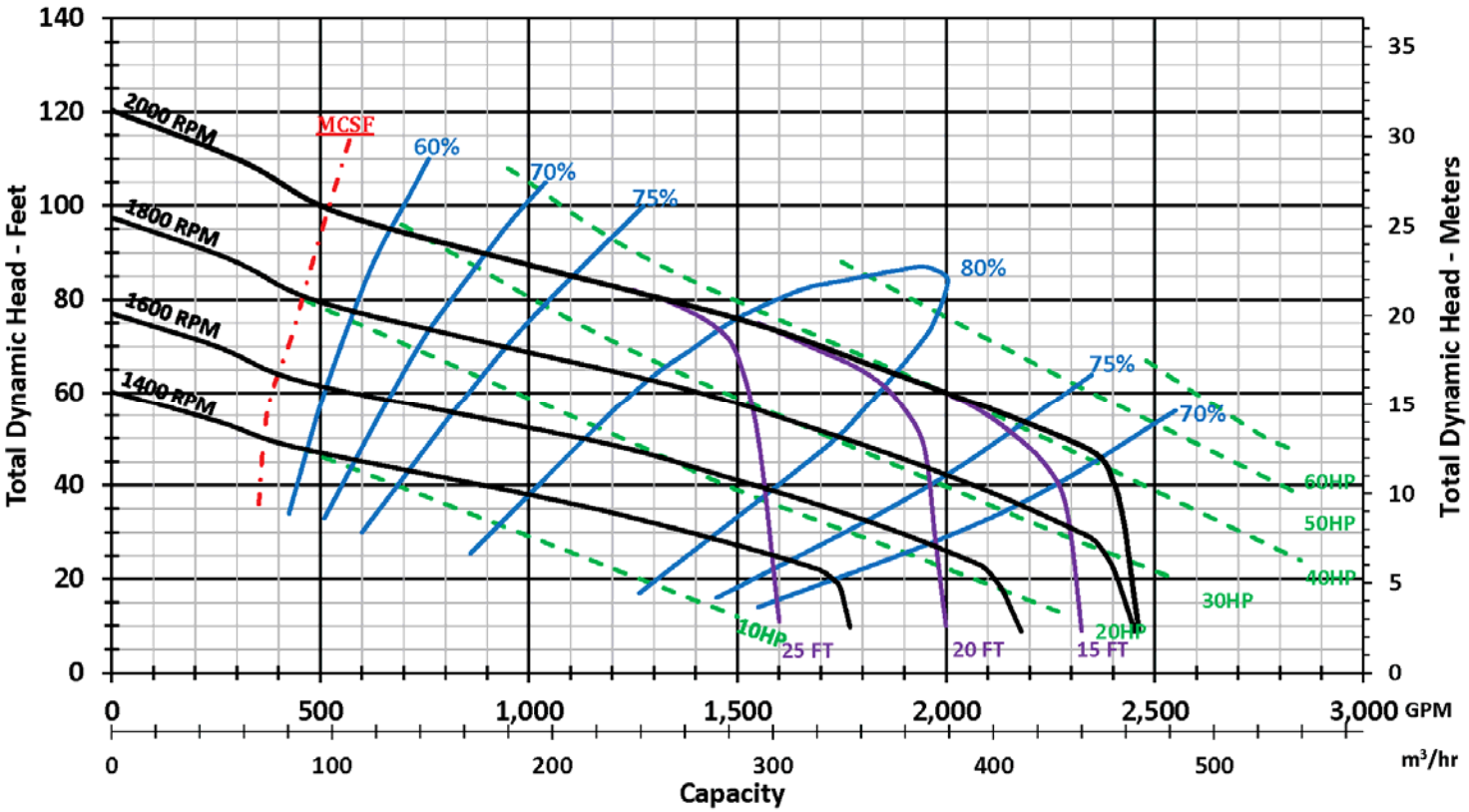
TECHNICAL SPECIFICATIONS

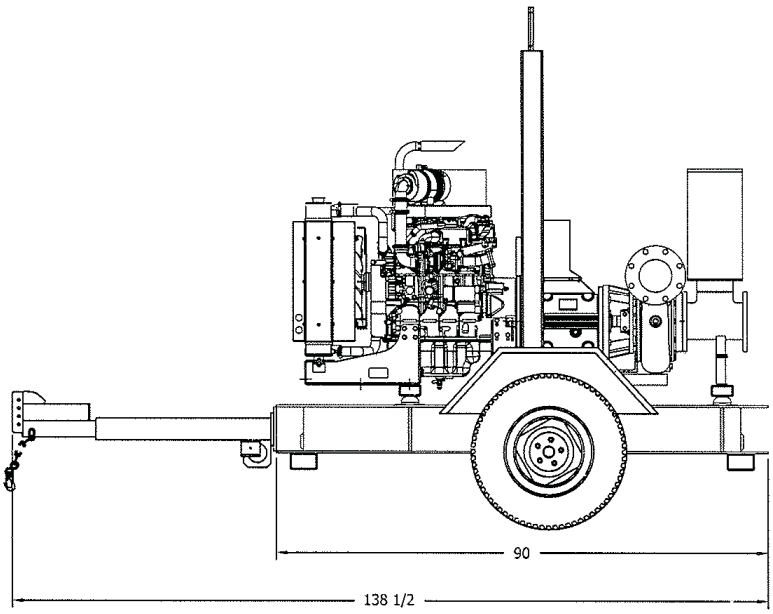
Suction Size	6 in	(15.24 cm)
Discharge Size	6 in	(15.24 cm)
Maximum Flow Capacity	2450 gpm	(556.15 m³/h)
Maximum Head	120 ft	(36.58 m)
Maximum Solids Handling	3 in	(7.62 cm)
Maximum Operating Speed	2000 rpm	
Maximum Operating Temp.	200 °F	(93.33 °C)
Maximum Operating Pressure	51.9 psi	(358.17 kPa)

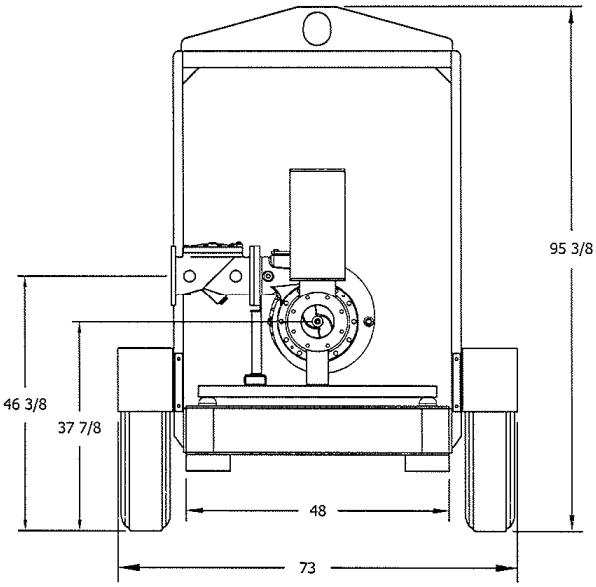
Approximate Dry Weight	4,100 lbs	(1859.73 kg)
Fuel Tank	100 gal	(378.54 L)
Fuel Consumption @ 2000 rpm	2.88 gph	(10.9 L/h)
Best Efficiency Point	80 %	
Maximum Operating Times	Fuel Economy	
34 hours @ 2000 rpm	0.396 lb/hp-hr @ 2000 rpm	
44 hours @ 1800 rpm	0.386 lb/hp-hr @ 1800 rpm	
58 hours @ 1600 rpm	0.372 lb/hp-hr @ 1600 rpm	

Thompson Pump and Manufacturing Co., Inc.
4620 City Center Drive, Port Orange, FL 32129 USA
www.thompsonpump.com

Nationwide 800-767-7310 • International +1-386-767-7310
Fax 386-761-0362
sales@thompsonpump.com







Engine Specification

Engine Model	Isuzu 4LE2T 40 HP @ 1800 rpm	**Standard Equipment**	Cooled EGR, Wastegate Turbo-charger, emission control device, alternator, radiator
Type	EPA Final Tier 4, In-Line, 4-Cycle, Turbocharged, high-pressure common-rail diesel	**Automatic Shutdowns**	Low lube oil pressure; high water temperature

Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2008) makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use. Capacity & Head are shown for comparative purposes. Consult Thompson factory for exact capabilities.

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

November 16, 2017

Quote # FL-BL-17110D

City of Fernandina Beach
1180 S. 5th Street
Fernandina Beach, FL 32034

PH: (904) 310-3421
FAX: (904) 310-3464
E: jmandrick@fbfl.org

RE: FY 2017-2018 6" Compressor-Assisted Solids Handling Trailer Mounted Pump

Mr. John Mandrick, PE – Utilities Director,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Fernandina Beach for emergency pump station back and well pointing applications.

Per your request, we are providing 2017-2018 Florida Sheriffs Association Contract Package Specification 076 pricing for (1) Thompson Pump Model 6JSCEE-DIST-4LE2T-M, a 6" solids handling, trailer mounted, diesel powered, by-pass pump. The net price is derived from our 2017 Florida Sheriffs Association Contract Bid Award #FSA17-VEH15.0-Cab & Chassis Trucks & Other Fleet Equipment. This Florida based government contract enables the City of Fernandina Beach to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA17-VEH15.0, Spec #076.

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
Email: blee@thompsonpump.com.

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA17-VEH15.0 / Specification #076

Description	Order Codes	Qty	FSA	Subtotal
6JSC	**Vehicle**			
Zone:	**Central**			
Base Price:		**1**	$ 36,980.00	$ 36,980.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), battery charger, spare tire, hydraulic brakes, DOT light package, trailer, and 24 month warranty				
Delete Options:				
<< Delete option, Basic Auto stop/start control panel w/ floats	TPM Panel - Basic	**1**	($ 2,274.00)	($ 2,274.00)
<< Delete option, 120V Battery Charger	Battery Charger	**1**	($ 471.00)	($ 471.00)
<< Delete option, Spare Tire	Spare Tire	**1**	($ 316.00)	($ 316.00)
<< Delete option, Hydraulic Brakes per axle	Hydraulic brakes	**1**	($ 895.00)	($ 895.00)
<< Delete option, DOT Light Package	DOT Lights	**1**	($ 281.00)	($ 281.00)
Final Model: 6JSCEE-DIST-4LE2T-M			**Total**	**$ 32,743.00**

* Terms & Conditions *
• DELIVERY FREIGHT: NO CHARGE
• FOB: DESTINATION
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 10-12 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2017-196
Award of Bid #17-24 - Viktor Construction Corporation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-196

SYNOPSIS: The City's water tower interior surface is at the end of its usable life. Bids were solicited, in accordance with City purchasing policies and procedures, for interior repainting of the 500,000 gallon pedi-sphere water tower tank via Bid #17-24. Thirteen bids were received and opened on November 16, 2017. This Resolution recommends awarding Bid #17-24 to the lowest bidder, Viktor Construction, Corporation, in the amount of $81,700.

FISCAL IMPACT: Funds have been budgeted in the Water Improvements Account #460 56300 (Project #180027).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-196.

John Mandrick, Utilities Director	11/17/2017
Dale Martin, City Manager	11/20/2017
Patti Clifford, Comptroller	11/20/2017
Tammi E. Bach, City Attorney	11/21/2017

Submitted By: Alice Gizzo, Administrative Specialist Date: November 08, 2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-196

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING BID #17-24 TO VIKTOR CONSTRUCTION CORP FOR INTERIOR REPAINTING OF THE 500,000 GALLON PEDI-SPHERE WATER TOWER TANK IN THE AMOUNT OF $81,700; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's bid process was utilized to secure competitive bids for interior repainting of 500,000 gallon pedi-sphere water tower tank; and

WHEREAS, after review and consideration of the thirteen bids received, staff recommends awarding Bid #17-24 to the lowest bidder, Viktor Construction Corp, in the amount of $81,700; and

WHEREAS, funds are budgeted in the Water Improvements Account #460 56300 (Project #18027) 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 award of Bid #17-24 to Viktor Construction Corp.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute any documents pertaining to the bid award upon review and approval of the City Attorney.

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

ADOPTED this 5th day of December, 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

CITY OF FERNANDINA BEACH BID OPENING

ITB #17-24 Repainting Interior of 500,000 Gallon Pedi-sphere Water Tower

Nov 16, 2017 Bid Opening

Attended by: John Mandrick, Juan Brown, Dale Crews and Wanda Weaks

DATE/ TIME	COMPANY NAME	EXHIBIT A-H	BID AMOUNT	ADDENDUMS 1-4	
11/16/17 9:43am	Tank Rehab	yes	$83,900.00	yes	
11/16/17 9:19am	Worth Contracting	yes	$93,000.00	yes	
11/16/17 9:19am	Viktor Construction	yes	$81,700.00	yes	
11/15/17 7:58am	Tank Pro, Inc.	yes	$96,510.00	yes	
11/15/17 2:41pm	Southeastern Tank & Tower, Inc	yes	$88,000.00	yes	
11/15/17 11:34am	Razorback LLC	yes	$189,000.00	yes	
11/15/17 2:42pm	TMI Painting & Restoration	yes	$152,000.00	yes	
11/14/17 11:54am	DBT Tank & Tower	yes	$175,000.00	yes	
11/15/17 11:36am	Shelco Painting	yes	$115,066.00	yes	
11/15/14 11:34am	Central Tank Coatings	yes	$200,000.00	yes	
11/15/17 11:36am	Utility Services	yes	$95,600.00	yes	
11/15/17 2:42pm	U & S Painting	yes	$98,000.00	yes	
11/16/17 9:17am	SpecPro Environmental Services, LLC	yes	$95,802.00	yes	

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT:

INTERIOR REPAINTING WATER TOWER $ 81,700.00

Delivered, F.O.B. Fernandina Beach, Florida

****

Name: Viktor Construction Corp

Federal Taxpayer ID: 03-0562259

Mailing Address: PO Box 1366

City, State, & Zip Code: Tarpon Springs, FL 34688

Telephone: 727-741-7200 **Fax:** 727-934-1360

Email: ViktorConstruction@hotmail.com

Submitted By: Nikitas Kavouklis

Title: President

FIRM Accepts Credit Cards*: **Yes** **No**

Accounting Contact:

Name: Nikitas Kavouklis **Title:** President

Email Address: ViktorConstruction@hotmail.com **Phone:** 727-741-7200

***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 # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

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 Bid #17-24.

2. This sworn statement is submitted by (entity) Viktor Construction Corp whose business address is 383 Banana Street, Tarpon Sp, FL 34689 and (if applicable) Federal Employer Identification Number (FEIN) is 03-0562259 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Nikitas Kavouklis and my relationship to the entity named above is President.

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 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)

   _X_ 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.)

Signature _____ Date: 11/14/2017

STATE OF FLORIDA
COUNTY OF Pinellas

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 14 day of November, 201 7, and is personally known to me, or has provided _____ as identification.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

Notary Public
My Commission expires: _____

PETROS HALDOUPIS
MY COMMISSION # GG079751
EXPIRES March 06, 2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

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: Viktor Construction Corp

CITY: Tarpon Springs STATE: FL ZIP CODE: 34689

SIGNATURE: _____ PHONE: 727-741-7200

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

NAME (TYPED OR PRINTED): Nikitas Kavouklis TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: #17-24

Project Description: INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

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: Viktor Construction Corp

Authorized Signature:

Title: President

Date: 11/14/2017

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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: Nikitas Kavouklis Title: President

Signature: Date: 11/14/2017

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for #17-24.

This sworn statement is submitted by (entity) Viktor Construction Corp whose business address is 383 Banana Street, Tarpon Sp, FL 34689 and (if applicable) Federal Employer Identification Number (FEIN) is 03-0562259 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Nikitas Kavouklis and my relationship to the entity named above is President.

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 not 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.

Signature Date: 11/14/2017

STATE OF FLORIDA
COUNTY OF Pinellas

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

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 14 day of November, 2017, and is personally known to me, or has provided _____ as identification.

Petros Haldoupis
Notary Signature

My Commission expires: _____

PETROS HALDOUPIS
MY COMMISSION # GG079751
EXPIRES March 06, 2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for #17-24.

This sworn statement is submitted by (entity) Viktor Construction Corp whose business address is 383 Banana St, Tarpon Sp, FL 34688 and (if applicable) Federal Employer Identification Number (FEIN) is 03-0562259 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Nikitas Kavouklis and my relationship to the entity named above is President.

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.

Signature Date: 11/14/2017

STATE OF FLORIDA
COUNTY OF Pinellas

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 14 day of November, 2017, and is personally known to me, or has provided _____ as identification.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

Petros Haldoupis _____ My Commission expires: _____
Notary Signature

PETROS HALDOUPIS
MY COMMISSION # GG079751
EXPIRES March 06, 2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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_X_

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_X___

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_X_

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.

Viktor Construction Corp _____ 11/14/2017
Firm Date

_____ Nikitas Kavouklis, President
Authorized Signature Printed or Typed Name and Title

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach, Florida
Addendum No. 1
For
Invitation To Bid

ITB #17-24 INTERIOR REPAINTING OF 500,000 GAL PEDI-SPHERE WATER TOWER

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original ITB documents and specifications of ITB #17-24. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a bid. Failure to do so may disqualify the Bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE BIDEDER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: Nikitas Kavouklis **TITLE:** President

ADDRESS: PO Box 1366

CITY: Tarpon Springs **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 11/14/2017

A. Questions and Responses:

1. Does this bid require prevailing wage rates to be paid? No
2. Is there an engineer's estimate? No
3. Dates/days of completion? Negotiable
4. Amount of liquidated damages if any? None
5. Is there a previous inspection report available to view? No
6. The tank address to google map the surroundings?
   20 N 11th Street, Fernandina Beach, FL 32034

City of Fernandina Beach, Florida
Addendum No. 2
For
Invitation To Bid

ITB #17-24 INTERIOR REPAINTING OF 500,000 GAL PEDI-SPHERE WATER TOWER

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original ITB documents and specifications of ITB #17-24. This Addendum No.1 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a bid. Failure to do so may disqualify the Bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE BIDEDER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: Nikitas Kavouklis **TITLE:** President

ADDRESS: PO Box 1366

CITY: Tarpon Springs **STATE:** FL

AUTHORIZED SIGNATURE: **DATE:** 11/14/2017

A. Clarification to specifications:

If Series 140 Pota Pox two coat system is used, instead of the Hydro-Zinc-20HS- 22 system, the total dry film thickness will have a range from 15 to 17 mils not "minimum 25 mils".

City of Fernandina Beach, Florida
Addendum No. 3
For
Invitation To Bid

ITB #17-24 INTERIOR REPAINTING OF 500,000 GAL PEDI-SPHERE WATER TOWER

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original ITB documents and specifications of ITB #17-24. This Addendum No.3 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a bid. Failure to do so may disqualify the Bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE BIDDER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: Nikitas Kavouklis **TITLE:** President

ADDRESS: PO Box 1366

CITY: Tarpon Springs **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 11/14/2017

A. Questions and Answers:

1. On specification, page 2, you list two different paint systems, which one are you requesting?
   Contractor may use either one.

2. What is the address of the tank?
   20 N. 11th Street
   Fernandina Beach, FL 32034

3. What is contract timeframe and are there liquidated damages?
   Anticipated time of completion is 30 days from start to finish with no liquidated damages.

4. Is this project considered tax exempt?
   Yes, the City is tax exempt

5. Can you clarify the interior paint system? (There are two of each a primer/stripe/finish coats listed)
   Interior wet painting system has two choices either one acceptable.

6. Is there lead on the interior wet or dry? If so how much?
   No lead

7. Can you give any dimensions of the tank? Height, diameter, etc....
   500,000 gallon Pedestal spheroid Height 137 feet Diameter 58 feet Inside Wet Area est. 9,000 sq. ft. and Inside Dry area 5,500 sq. ft.

8. The specification said nothing about a time of completion (substantial or final) and are there any liquidated damages associated with these times?
   Anticipated time of completion 30 days from start to finish with no liquidated damages.

9. Seeking confirmation that there are no repairs included in the bid or exterior work whatsoever.
   No repairs included

10. Finally, what is the desired mobilization date set forth by the city?
    Start Date desired January 2nd or sooner.

11. What is the budgeted amount for this project?
    Budgeted amount was $100,000.00

City of Fernandina Beach, Florida
Addendum No. 4
For
Invitation To Bid

ITB #17-24 INTERIOR REPAINTING OF 500,000 GAL PEDI-SPHERE WATER TOWER

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 4

The following changes are applicable to the original ITB documents and specifications of ITB #17-24. This Addendum No.4 now becomes part of the original Invitation to Bid and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a bid. Failure to do so may disqualify the Bid.

Bidders shall thoroughly familiarize themselves with the contents of this Addendum before submitting bid proposals. **IT SHALL BE THE BIDDER'S RESPONSIBILITY TO INFORM THE SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND OTHER PARTIES PARTICIPATING IN THE WORK OF APPLICABLE REQUIREMENTS IN THIS ADDENDUM.**

NAME: Nikitas Kavouklis **TITLE:** President

ADDRESS: PO Box 1366

CITY: Tarpon Springs **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 11/14/2017

A. Questions and Answers:

1. What paint system is installed now?
   Coating system applied in 2013 Specification:

Coating System:

Primer: Apply (1) coat of Tnemec Series 94-H_2O Tneme-Zinc aromatic urethane, zinc rich coating at 2.5 – 3.5 mils dft.

Pits: If pits are present they can be filled at this time using Tnemec Series 215 Surfacing epoxy as needed. Fill to level.

Stripe Welds: Brush apply 1 coat of Tnemec Series N140 Pota-Pox Plus, polyamidoamine epoxy to all welds, overlaps, edges, etc.

Intermediate: Apply (1) coat of Tnemec Series N140 Pota-Pox Plus, polyamidoamine epoxy coating at 5.0 – 7.0 mils dft.

Finish Coat: Apply (1) coat of Tnemec Series N140 Pota-Pox Plus, polyamidoamine epoxy at 5.0-7.0 mils dft. Use alternating colors of Series N140.

Minimum Film thickness: The total combined thickness of the coating should be no less than 13 mils with a maximum of 17 mils.

2. What hours will work be done?
   Working hours negotiable as long as noise levels do not disturb residential areas located near the site.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK.**

The City will receive sealed bids at the location stated below not later than **10:00AM, Thursday, November 16, 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 in the fiscal year 2017-2018 budget.

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 1electronic version, cd or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #17-24 and** addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB#17-24**
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 and 1electronic version, 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 proposal shall be accompanied by a "**Contact Sheet/Bid Form**", herein provided as "**Exhibit A**", a "**Public Entity Crimes Statement**", herein provided as "**Exhibit B**", a "**Drug Free Workplace Certification**", herein provided as "**Exhibit C**", an "**E-Verify Statement**," herein provided as "**Exhibit D**", a "**Conflict of Interest**" , herein provided as "**Exhibit E**", a "**Non-Collusion Affidavit**", a herein provided as "**Exhibit F**", a "**Disputes Disclosure**", herein provided as "**Exhibit G**" and a "**Proposer Acknowledgements and Agreements**" herein provided as "**Exhibit H**".

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

SPECIFICATIONS

INTERIOR WET SURFACE PREPARATION

All interior wet surfaces including the floor, roof, tank walls, ladder, venting, pipes and other component parts will be prepared as set forth in the Steel Structures Painting Council Specification Surface Preparation Number 10, SSPC-SP10 "Near White" blast cleaning. The Near-White sandblast is defined as a surface when viewed without magnification shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. At least 95% of any given surface area will have the appearance of a Near White blast and the remainder of that area is limited to slight discoloration. Staining shall be limited to no more than 5% of each square inch of surface area and may consist of light shadows, slight streaks or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied paint.

INTERIOR WET PAINTING SCHEDULE

Interior Surfaces - All Interior metal surfaces will be painted with an epoxy coating system that is NSF approved.

Primer Coat - All bare metal will be painted with one full coat of Tnemec Series 94-H_2O Hydro-Zinc aromatic zinc rish urethane at a rate to achieve 2.5 – 3.5 mils dry film thickness.

Stripe Coat – All weld seams, nuts, bolts and sharp edges will receive a stripe coat of Tnemec Series 20HS Pota-Pox Polyamide Epoxy applied at a rate to achieve 3.0-6.0 mils dry film thickness applied by brush and roller.

Finish Coat - After all interior steel has been primed and striped, uniformly apply one full finish coat of white Tnemec Series 22-WH11 Epoxoline polyamine epoxy at a rate to achieve 20.0-30.0 mils dry film thickness.

Stripe Coat – All weld seams, nuts, bolts and sharp edges will receive a stripe coat of Tnemec Pota-Pox Plus Series 140 Polyamidoamine Epoxy applied at a rate to achieve 2.0-10.0 mils dry film thickness applied by brush and roller.

Primer Coat - All bare metal will be painted with one full coat of Beige Tnemec Pota-Pox Plus Series 140 Polyamidoamine Epoxy applied at a rate to achieve 4.0-10.0 mils dry film thickness.

Finish Coat - After all interior steel has been primed, one full finish coat of White Tnemec Pota-Pox Plus Series 140 Polyamidoamine Epoxy will be applied at a rate to achieve 4.0-10.0 mils dry film thickness.

This Two coat interior system will have a minimum of 25 mils dry film thickness and the colors will be alternated between coats.

All Paint, thinner, and materials to be supplied by the Painter. The City will have 20 amp duplex 120 VAC available for use and hose bib for water.

All materials used on the tower must be inspected by City inspector prior to use. All cleaned surfaces must be inspected prior to painting.

No unauthorized welding or drilling on the tank will be allowed

Painter's inside access hatch bottom of the tank will be the responsibility of the contractor to ensure that it is not leaking if used for tank clean out.

All Materials from Sand Blasting, painting operation, and general cleanup will be the responsibility of the contractor to remove off the site at the completion of the project. An area for a 20 yard roll off dumpster is available for use next to the water tank.

Chlorination of the Water Tank and Bacteriological testing will be done by the City of Fernandina Beach.

All valves will be operated by the City of Fernandina Beach.

Contractor is required to have a representative present during the refill to verify that there are no leaks on the bottom access hatch if used. If a leak is observed during the first 24 hours of filling the tank the contractor will be notified and will be required to repair immediately.

INTERIOR DRY SURFACE PREPARATION
All interior dry surfaces including floors, plat forms, ladders, drain pipes, doors and other components parts except the two 16 inch stand pipes will be prepared as set forth in the Steel Structures Painting Council Specification Surface Preparation Number 7, SSPC-SP7 "Brush Off Blast", or NACE #4 Definition: A method in which all oil, grease, dirt, rust scale, loose mill scale, loose rust and loose paint or coatings are removed completely per SSPC SP1. Tight mill scale and tightly-adhered rust, paint and coatings are permitted to remain. However all mill scale and rust must have been exposed to the abrasive blast pattern sufficiently to expose numerous flecks of the underlying metal fairly uniformly distributed over the entire surface.

INTERIOR DRY PAINTING SCHEDULE
Spot Prime – Before any rust bloom forms, spot prime all bare metal with one coat of Tnemec Series 66HS Hi—Build Epoxoline polyamide epoxy at a rate to achieve 3.0 – 5.0 mils dry film thickness.

Prime Coat – Uniformly apply 1 coat of Tnemec Series 66HS Hi-Build Epoxoline polyamide epoxy applied at a rate to achieve 3.0-6.0 mils dry film thickness

Finish Coat - After all interior steel has been primed and striped, uniformly apply one full finish coat of Tnemec Series 66HS Hi-Build Epoxoline polyamide epoxy applied at a rate to achieve 3.0-6.0 mils dry film thickness.

All workmanship shall have a minimum one year unconditional warranty.

AWARD

Award recommendation shall be awarded 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.

BID PACKAGE

Bid Documents and Specifications can be downloaded online at www.fbfl.us/bids and DemandStar at www.demandstar.com. . Any questions regarding the bid package can be directed in writing to Wanda Weaks, wweaks@fbfl.org and Dale Crews at dcrews@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 and Dale Crews at dcrews@fbfl.org.

Department	Contact	Email	Phone
Utilities	John Mandrick	jmandrick@fbfl.org	(904) 310-3421

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 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.

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 # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

GENERAL CONDITIONS OF INVITATION TO BID
"GENERAL"

1. **PREPARATION OF BID -** INVITATION TO BID shall be prepared in accordance with the following:
   a. The enclosed Contact Sheet/Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
   b. 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.
   c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
   d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
   e. 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.
   f. 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*.
   g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
   h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
   i. Deliveries are to be made during regular business hours.
   j. 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.

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.
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, 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

- If Bid is less than $100,000 no Bid Bond or Payment and Performance Bond required.
- 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.
- If Bid is $100,000 - $200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- 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.

   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

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 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).
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 I 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.

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, www.epls.gov/epls/search.do. CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

17. LOBBYING

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.

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 # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

EXHIBIT "A"

CONTACT SHEET/BID FORM

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

BID AMOUNT:

INTERIOR REPAINTING WATER TOWER $_____

Delivered, F.O.B. Fernandina Beach, Florida

****

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____**Title:**_____

Email Address: _____ **Phone:** _____

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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 _____.

2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is_____and my relationship to the entity named above is _____.

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 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.)

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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 ___ day of _____, 201 ___, and is personally known to me, or has provided _____ as identification.

_____
Notary Public
My Commission expires:_____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

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: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____PHONE:_____

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

NAME (TYPED OR PRINTED):_____TITLE:_____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

_____

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: _____

Authorized Signature: _____

Title: _____

Date: _____

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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: _____Title:_____

Signature: _____Date: _____

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is_____and my relationship to the entity named above is_____.

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 not 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.

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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 ___ day of _____, 20___, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires:_____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is_____and my relationship to the entity named above is_____.

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.

_____

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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 ___ day of _____, 2017, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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.

_____
Firm Date

_____
Authorized Signature Printed or Typed Name and Title

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID # 17-24
UTILITIES
INTERIOR REPAINTING OF 500,000 GALLON PEDI-SPHERE WATER TOWER TANK

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2017-197
Sole Source Purchase Approval - International Code Council (ICC)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-197

SYNOPSIS: Staff requests the City Commission's approval to purchase building plan review services from the International Code Council (ICC). The plan review requested is for the large-scale multi-family development known as Vintage at Amelia, located at Lime and S. 14th Streets. ICC performs this service at cost and is the only non-profit organization capable of this service.

The total cost of the plan review service is $29,790 and ICC is the sole source provider of this service.

FISCAL IMPACT: Funds are available in Building Department Professional Services Account #0012400 53100 in FY 2017/2018.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-197.

Nicole Bednar, Administrative Services Manager	11/20/2017
Dale Martin, City Manager	11/20/2017
Patti Clifford, Comptroller	11/20/2017
Tammi E. Bach, City Attorney	11/21/2017
Katie Newton, Legal Assistant	11/22/2017

Submitted By: Marshall McCrary, Community Development Director

Date: November 17, 2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-197

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF PLAN REVIEW SERVICES FOR THE BUILDING DEPARTMENT FROM THE INTERNATIONAL CODE COUNCIL (ICC); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Building Department is requesting the City Commission's approval to purchase plan review services to expedite the review of construction plans for the Vintage at Amelia multi-family development to be constructed at Lime and South 14th Streets; and

WHEREAS, the International Code Council (ICC) is the sole source provider of plan review services by a non-profit organization dedicated to the construction of safe, sustainable, affordable and resilient structures and has provided a quote for a total cost of $29,790; and

WHEREAS, funding is available in the Building Professional Services Account #0012400 53100 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 sole source purchase of plan review services in the amount of $29,790 (quote attached hereto as Exhibit "A") from ICC.

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

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

ADOPTED this 5th day of December, 2017.

CITY OF FERNANDINA BEACH

_____
Robin C. Lentz
Commissioner - Mayor

ATTEST:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach
City Attorney

Resolution 2017-197
Exhibit "A"

International Code Council
Eastern Regional Office
900 Montclair Road
Birmingham, AL 35213
t: 888.ICC.SAFE (422.7233)
f: 205.591.0775
www.iccsafe.org

November 17, 2017

Mr. Tony Perez-Guerra
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Mr. Perez-Guerra:

Please allow this letter to serve as a plan review fee proposal on the Vintage Amelia Island project located at 111 Vintage Way. Our plan review fee proposal is based on the Parker Associates Tulsa, LLC drawing D2 dated May 17, 2017. Our plan review fees are based on the estimated cost of construction in accordance with our Building Valuation Data (BVD) table and corresponding sliding rate fee schedule.

As indicated on the above referenced document, this project consists of fifteen (15) buildings and 272,284 total nominal SF. It has nine (9) apartment buildings, four (4) carriage buildings, one (1) clubhouse building and one (1) maintenance building as follows:

Building 1 is a 33,564 nominal SF, 3-story apartment building of Type VA Construction with an Occupancy Classification of R-2.

Buildings 2, 3, 7 and 8 are each 27,110 nominal SF, 3-story apartment buildings of Type VA Construction with an Occupancy Classification of R-2. This building type has 108,440 total nominal SF.

Buildings 4, 5, 6, and 9 are each 26,024 nominal SF, 3-story apartment buildings of Type VA Construction with an Occupancy Classification of R-2. This building type has 104,096 total nominal SF.

Buildings C1-C4 are 4,520 nominal SF, 2-story carriage building of Type VB Construction with an Occupancy Classification of R-2. This building type has 18,080 total nominal SF.

Clubhouse Building is 7,252 nominal SF, 1-story building of Type VB Construction with Occupancy Classifications A-3 and B.

Maintenance Building is 852 nominal SF, 1-story building of Type VB Construction with Occupancy Classification U.

As such, in accordance with the BVD and ICC fee schedule, the Building Review fee would be **$13,240**. All other requested code disciplines would be each billed at 25% of the cost of the Building review for **$3,310**. If all code discipline reviews requested are performed, the total fee would be as follows:

Building review -	$13,240
Mechanical review -	$ 3,310
Plumbing review -	$ 3,310
Electrical review -	$ 3,310
Energy review -	$ 3,310
Accessibility review -	$ 3,310
TOTAL -	**$29,790**

International Code Council
Eastern Regional Office
900 Montclair Road
Birmingham, AL 35213
t: 888.ICC.SAFE (422.7233)
f: 205.591.0775
www.iccsafe.org

A sprinkler review has been requested and a fee proposal will be prepared once system design is complete and shop drawings, schematics, cut sheets and calculations are made available to us. The Sprinkler review fee is based on the type of system and number of sprinkler heads and is **not** included in this proposal.

The following codes are assumed to be utilized for this review and confirmation is required:
Florida Building Code 5th Addition (2014), Building
Florida Building Code 5th Addition (2014), Mechanical
Florida Building Code 5th Addition (2014), Plumbing
2011 edition of NFPA 70 – National Electrical Code (as referenced by the Florida Building Code 5th Addition, 2014)
Florida Building Code 5th Addition (2014), Energy Conservation
Florida Building Code 5th Addition (2014), Accessibility

All reviews are conducted by engineers/architects who are ICC certified plan examiners. All reviews are then peer reviewed by a registered professional engineer before it is released. Upon completion, ICC will issue a report with a list of comments detailing any deficiencies or lack of information, a copy of the plan review record worksheet for each code discipline review and the invoice for our services. The City of Fernandina Beach is responsible for payment of fees pertaining to this plan review as directed on the ICC Transmittal Form dated November 8, 2017. While ICC does not mandate re-reviews, the first re-review for each code discipline is free of charge.

The International Code Council is a U.S. based non-profit, member-focused association. It is dedicated to developing model **codes** and standards used in the design, build and compliance process to construct safe, sustainable, affordable and resilient structures. The Florida Building Code, 5th Edition (2014) contains substantial copyrighted material from the 2012 I-Codes which is a copyrighted works owned by the International Code Council.

If you would like to discuss this plan review estimate further, please call me directly at (888) 422-7233, X5577. We appreciate the opportunity to work for you and thank you for your confidence in the ICC.

Sincerely,

David S. Hunter

David S. Hunter
Director
Business Development and Outreach,
Technical Services
International Code Council
888.ICC.SAFE (422-7233) Ext. 5577
dhunter@iccsafe.org

Please sign below to confirm acceptance.

Signature: _____
Name: _____
Title: _____
Company Name: _____
Date: _____

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2017-198
Agreement Assignment - Nassau Humane Society, Inc.

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-198

SYNOPSIS: The Fernandina Beach Animal Rescue, Inc. (FBAR) has recently merged with the Nassau Humane Society, Inc. (NHS). FBAR currently has an agreement with the City to provide animal rescue services and therefore an assignment agreement has been executed for the City Commission's approval. Nassau Humane Society, Inc. held the contract prior to changing its name to FBAR when NHS reorganized in 2015.

FISCAL IMPACT: No fiscal impact expected as the terms of the agreement remain the same.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-198.

Tammi E. Bach, City Attorney	11/21/2017
Dale Martin, City Manager	11/22/2017
Tammi E. Bach, City Attorney	11/27/2017

Date: November 16, 2017

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2017-198

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN ASSIGNMENT OF ANIMAL RESCUE SERVICES AGREEMENT FROM FERNANDINA BEACH ANIMAL RESCUE, INC. TO NASSAU HUMANE SOCIETY, INC.; AUTHORIZING EXECUTION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October 2015, the City Commission approved a five-year agreement for animal rescue services with Fernandina Beach Animal Rescue, Inc.; and

WHEREAS, Fernandina Beach Animal Rescue, Inc. has recently merged with the Nassau Humane Society, Inc.; and

WHEREAS, the City Commission believes it is in the best interest of the City to assign the animal rescue services to Nassau Humane Society, Inc.

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

SECTION 1. The City Commission hereby approves the Assignment of Animal Rescue Services Agreement to Nassau Humane Society, Inc. attached hereto as Exhibit "1".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Assignment upon review and approval by the City Attorney.

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

ADOPTED this 5th day of December, 2017.

CITY OF FERNANDINA BEACH

_____
Robin C. Lentz
Commissioner-Mayor

ATTEST:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach
City Attorney

RESOLUTION 2015-96

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND FERNANDINA BEACH ANIMAL RESCUE, INC. (PART OF NASSAU HUMANE SOCIETY) TO PROVIDE ANIMAL RESCUE SERVICES TO THE RESIDENTS OF THE CITY OF FERNANDINA BEACH; AUTHORIZING EXECUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach and the Nassau Humane Society entered into a five (5) year agreement on October 1, 2010 authorizing the Nassau Humane Society to provide animal control services to City residents; and

WHEREAS, Nassau Humane Society assigned its animal services duties to Fernandina Beach Animal Rescue Services, Inc. which employs the same staff and has the same duties and responsibilities as Nassau Humane Society;

WHEREAS, both parties wish to enter into a new five (5) year agreement for 2015-2020; and

WHEREAS, funding for Animal Rescue Services is budgeted and available in account 001-1910-519.3400.

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

SECTION 1. The City Commission of the City of Fernandina Beach approves the Agreement for Animal Rescue Services, attached hereto as Exhibit "A", between the City of Fernandina Beach and Fernandina Beach Animal Rescue Services, Inc.

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

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

ADOPTED this 16th day of June, 2015.

CITY OF FERNANDINA BEACH

Edward E. Boner
Commissioner - Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach
City Attorney

AGREEMENT FOR ANIMAL RESCUE SERVICES

THIS AGREEMENT is entered into on June 16, 2015 by and between the City of Fernandina Beach, a Florida municipal corporation, hereinafter "the City," and Fernandina Beach Animal Rescue Services, Inc., a Florida not-for-profit corporation, hereinafter "FBAR."

RECITALS

WHEREAS, FBAR has provided animal rescue services to the City's satisfaction since approximately 1990 and is currently performing services under an agreement that terminates September 30, 2015; and

WHEREAS, the City and FBAR wish to enter into a new five (5) year contractual relationship that will take effect October 1, 2015 and run through September 30, 2020.

THEREFORE, in consideration of the promises mutually exchanged in this Agreement, the parties agree as follows:

AGREEMENT

1. *Monthly Payment to FBAR.* The City will make payments to FBAR on the first day of each month according to the following schedule:
   1. Year 1: October 1, 2015 through September 1, 2016: $10,700.00 per month;
   2. Year 2: October 1, 2016 through September 1, 2017: $11,000.00 per month;
   3. Year 3: October 1, 2017 through September 1, 2018: $11,350.00 per month;
   4. Year 4: October 1, 2018 through September 1, 2019: $11,700.00 per month; and
   5. Year 5: October 1, 2019 through September 1, 2020: $12,000.00 per month;

2. *Inflation Adjustment.* The parties agree that the City's payments will exceed these base amounts if annual inflation rises above three percent (3%). If inflation, as measured by the United States Consumer Price Index for All Urban Consumers (CPI-U) (the "Index"), exceeds 3.0% in Year 1, the monthly payments for Years 2-5 will be increased by the percentage by which actual inflation exceeds 3.0%. If inflation exceeds 3.0% in Year 2, the monthly payments for Years 3-5 will be increased by the percentage by which actual inflation exceeds 3.0%. A similar process will be used in Years 3 and 4. For ease of measurement, the change in the Index will be computed from July 1 to June 30. The Index on July 1, 2015 was_____.[1]

---

1. The parties agree to the following example calculation: If the Index at June 30, 2016 is _____(a 3.0% increase), the monthly payments would be unchanged. If the Index on June 30, 2016 is _____(a 3.5% increase), the monthly payments beginning

3. *Animal Rescue Services.* FBAR will provide animal rescue services to the City according to the following terms:

   A. Staff. FBAR will maintain a properly trained and licensed animal rescue staff to provide the services set forth in this Agreement. It is expressly agreed that FBAR may meet its staffing needs with unpaid volunteers where appropriate.

   B. Animal Rescue Officers; Enforcement Authority. FBAR will maintain at all times a trained, licensed, certified, and equipped animal rescue officer. All FBAR animal rescue officers will have the authority to enforce state and local animal rescue laws and ordinances, including full authority to issue citations, to impound animals, and to investigate and prosecute cruelty, abuse, bite, neglect, abandonment, and dangerous dog cases.

   C. Regular Hours and Emergency Services; Response Times. An animal rescue officer will be on regular duty from 9:00am to 5:00pm Monday through Friday, and will be on call for emergencies at all times. "Emergencies" are dog bites and Fernandina Beach Police Department calls for vicious or injured animals. FBAR will ensure that an animal rescue officer responds to animal rescue calls within one (1) hour.

   D. Fees and Service Charges. The City Commission will adopt by ordinance the animal rescue fees and service charges applicable to city residents. FBAR will collect and retain these charges as part of its compensation for providing animal rescue services. Any fines (not fees and service charges) provided by City ordinance shall be paid to and collected by the City.

   E. Care for Animals. FBAR will provide food, water, shelter, and any necessary emergency veterinary care for the animals under its control.

   F. Reporting. FBAR will provide monthly reports to the City Manager on bite cases, incoming animals, and animal rescue fees, fines, and charges received.

4. *Animal Rescue Facility.* FBAR will give up the use the City-owned animal rescue facility located at 671 Airport Road in Fernandina Beach on September 30, 2015 and will use its new Animal Rescue Facility located at 639 Airport Road to fulfil its responsibilities under this Agreement.

5. *Animal Rescue Vehicle.* The City maintains FBAR's vehicles, FBAR purchases fuel at the City's fueling facility.

6. *Insurance.*

   A. *Certificate of Insurance.* The CITY shall be furnished proof of insurance coverage as follows:

   - The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
   - Statement that the insurer will mail notice to the CITY and a copy to FBAR at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;

October 1, 2016 would be increased by 0.5% _____ in Year 2, _____ in Year 3, _____ in Year 4, _____ in Year 5).

- Certificate of Insurance shall be in the form as approved by the CITY, naming the CITY as additional insured, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the CITY, FBAR shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of FBAR's obligations to fulfill the requirements of this Section.

B. *Workers' Compensation Insurance.* FBAR shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement, and in the event any work is subcontracted, FBAR shall require the subcontract similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by FBAR. FBAR may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the CITY in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, FBAR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

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

- Commercial General Liability:

  – Minimum Coverage is $1,000,000 per occurrence

  – Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.

  – If Umbrella or Excess liability coverage is used to satisfy the requirements of this Agreement, it shall not be more restrictive than the underlying insurance policy coverage.
- Commercial Automobile Liability:

  – Minimum Coverage is $1,000,000 per occurrence

  – Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

7. *Indemnification.* The parties recognize that FBAR is an independent contractor. FBAR 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 FBAR, its officers, employees, agents, and representatives. FBAR'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 FBAR against the CITY and FBAR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

8. *Negotiations for Extension.* The parties agree to enter into good faith negotiations for a new agreement or extension by July 1, 2020.

9. *Termination Upon Default.* This Agreement may be terminated by 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.

10. *Notices.* Notices and reports under this Agreement will be in writing, and must be sent to the following addresses:

Office of the City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

President
Fernandina Beach Animal Rescue Services, Inc.
P.O. Box 16090
Fernandina Beach, Florida 32035

EXECUTED this 16th day of June, 2015:

CITY OF FERNANDINA BEACH

BY: _____
Joe Gerrity, City Manager

ATTEST:

_____
Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach, City Attorney

FERNANDINA BEACH ANIMAL RESCUE SERVICES, INC.

BY: _____
Elizabeth Hughes, President

_____
John Landregan, Vice President

FERNANDINA BEACH ANIMAL RESCUE

639 Airport Road
Fernandina Beach, FL 32034
animalrescue@nassauhumanesociety.com
Phone 904.491.0122

Received
APR 16 2015
City Manager's Office

April 13, 2015

Mr. Joe Gerrity
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

Dear Mr. Gerrity:

We have been providing the City of Fernandina Beach with Animal Control services for the last several years under the Agreement dated October 5, 2010 between the City of Fernandina Beach and the Nassau Humane Society and recently assigned to Fernandina Beach Animal Rescue Inc. Section 8 of this agreement requires both parties to enter into "good faith negotiations" for a renewal of the agreement by July 1, 2015.

Accordingly, we are enclosing a proposed contract for the next 5 years. It parallels the existing agreement in terms of modest annual increases to provide for inflation.

We are ready at your convenience to discuss our suggestions and to arrive at a mutually acceptable agreement for the next 5 years.

Sincerely,

Elizabeth Hughes
President, Board of Trustees

Board of Trustees
Beth Hughes, President • John Landregan, Vice President • Kathy Warner, Secretary • Geoffrey Cross, Treasurer

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2015-96
Agreement Approval – Fernandina Beach Animal Rescue Services, Inc.

DEPARTMENT: City Manager

ATTACHMENTS: ___ Ordinance _X__ Resolution
___ Support Documents ___ Other

RECOMMENDED ACTION: Approve Resolution 2015-96

SUMMARY: The City's current agreement with Nassau Humane Society for animal rescue services (animal control) is set to expire on September 30, 2015. Nassau Humane Society who assigned its animal rescue duties to Fernandina Beach Animal Rescue Services, Inc. wishes to enter into a new 5-year agreement with the City with CPI increases to the City for cost of services for 2015-2020.

FISCAL IMPACT: Funding for Animal Rescue Services is budgeted and available in account 001-1910-519.3400.

CITY ATTORNEY COMMENTS: No additional comments.

DEPARTMENT HEAD	Submitted by: Joe Gerrity City Manager	Date: 6/8/2015
	Requested Agenda	Date: 6/16/2015
FINANCE DEPARTMENT	Approved as to Budget Requirements PHC	Date: 6/9/2015
CITY ATTORNEY	Approved as to Form and Legality TEB	Date: 6/9/2015
CITY MANAGER	Approved Agenda Item for 6/16/2015	Date: 6/10/2015

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

Approved at the City Commission Regular Meeting
Held on 6/16/15
Voted: 5-0 Initial: AB

City of Fernandina Beach

OFFICE OF THE CITY CLERK

June 22, 2015

Fernandina Beach Animal Rescue Services, Inc.
Elizabeth Hughes, President
639 Airport Road
Fernandina Beach, Fla. 32034

Re: Agreement for Animal Rescue Services

Dear Ms. Hughes,

The Fernandina Beach City Commission at their Regular Meeting on June 16, 2015 approved Resolution 2015-96 approving an Agreement for Animal Rescue Services with Fernandina Beach Animal Rescue, Inc. Enclosed is an original agreement and a copy of the Resolution for your files.

If you have any questions, please let us know.

Sincerely,

City of Fernandina Beach

Kimberly Elliott-Briley
Deputy City Clerk

204 Ash Street • Fernandina Beach, FL 32034-4230 • (904) 310-3115 • Fax (904) 310-3454 • TDD/TTY 711
www.fbfl.us
Equal Opportunity Employer

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2017-199
Interlocal Agreement - Nassau County Property Appraiser

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopted Resolution 2017-199

SYNOPSIS: This Resolution authorizes the execution of a new Interlocal Agreement (ILA) between the Nassau County Property Appraiser and the City of Fernandina Beach for GIS web services, replacing the existing, expired agreement. The terms of the agreement remain the same for both parties, but the agreement has been modified to allow for automatic annual renewal and a 60-day-notice termination option.

The Property Appraiser's office and the City have operated under an ILA for GIS web services since 2011.

FISCAL IMPACT: Funds are budgeted and available in the Planning Department Contractual Services Account #0011500 53400 and Building Department Contractual Services Account #0012400 53400 in FY 2017/2018.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-199.

Marshall McCrary, Community Development Director	11/20/2017
Dale Martin, City Manager	11/22/2017
Patti Clifford, Comptroller	11/27/2017
Tammi E. Bach, City Attorney	11/27/2017

Submitted By: Marshall McCrary, Community Development Director

Date: October 24, 2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-199

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NASSAU COUNTY PROPERTY APPRAISER AND THE CITY OF FERNANDINA BEACH FOR EFFECTIVE UTILIZATION OF GEOGRAPHIC INFORMATION SYSTEMS (GIS); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Appraiser and the City have determined it to be in the best interest of the citizens of Nassau County to coordinate the efforts of the Appraiser and City in the effective utilization of the Appraiser's Geographic Information System (GIS) Website; and

WHEREAS, the Appraiser and City agree that the GIS Web site service exists as a component of a County-wide "Enterprise" GIS service; and

WHEREAS, the Enterprise GIS services support the comprehensive land use plans, DRI, incorporated and unincorporated boundary maintenance requirements, and other planning efforts of both the Appraiser and the City; and

WHEREAS, the aforementioned will encourage intergovernmental coordination to maximize the efficient use of resources.

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

SECTION 1. GIS DATA ACCESS – The Appraiser will provide access to the respective data via the existing connection providing voice services to the city. The Appraiser will verify connectivity up to and through the existing firewall connection. Configuration changes beyond the firewall will be the responsibility of the city.

SECTION 2. CUSTOM WORK AND DELIVERABLES – The Appraiser will assist in the maintenance of digital GIS datasets of the City's future land use, zoning districts, historic districts, community redevelopment area, municipal boundaries, and other datasets as may be agreed upon between the parties, based on the county parcels and changes provided by the City for inclusion in the dataset. In addition the City will be able to overlay environmental data such as flood zones (FEMA), parcels, road networks, wetlands, storm surge, aerials and many more types of critical data. The Appraiser will support the City with GIS services not to exceed five hours a typical week unless agreed upon by the Appraiser and the City.

SECTION 3. WEB DELIVERED SERVICES – The Appraiser will host a web delivered interactive public GIS website. In addition, the appraiser will provide training and support for the GIS websites. In consideration for the aforementioned services, the City will compensate the Appraiser's GIS service in the form of a yearly fee of $5,000.

SECTION 4. SEVERABILITY – If any section, clause, or provision of the Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, clause, or provision, and shall not be affected by said holding.

SECTION 5. NO AGENCY – Nothing contained herein shall be construed to constitute either of the parties, nor any of its agents or employees, as agent of the other.

SECTION 6. TERM – This agreement shall take effect October 1, 2017, and will be effective for one year. This agreement shall be automatically renewed on an annual basis unless terminated. Either party may terminate this agreement by giving the other party at least sixty days written notice of its intent to terminate and the termination date.

SECTION 7. VENDOR RELATIONSHIPS – During the term of this Agreement, no employee or relative of said employee, assigned to perform services hereunder, will have any business, financial or beneficial relationship with any vendor to the City of GIS related services or equipment.

SECTION 8. AUTHORITY – Each of the parties represents to the other that the execution of this Agreement has been duly and properly authorized by the governing bodies of each of the parties, and each has full authority to execute the same through its representatives whose signatures appear below.

SECTION 9. FILING – This Interlocal Agreement, attached hereto as Exhibit "A", shall be filed with the Clerk of the Circuit Court of Nassau City, Florida, prior to its effective date in accordance with Florida Statutes, 163.01 Florida Interlocal Cooperation Act of 1969.

ADOPTED this 5th day of December, 2017.

CITY OF FERNANDINA BEACH

_____
ROBIN C. LENTZ
Commissioner – Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT entered into this 1st day of October , 2017, by and between the **NASSAU COUNTY PROPERTY APPRAISER,** a constitutional officer, hereinafter referred to as "Appraiser", and the **CITY OF FERNANDINA BEACH,** a political subdivision of the State of Florida, hereinafter referred to as "City".

WHEREAS, the Appraiser and the City have determined it to be in the best interest of the citizens of Nassau County to coordinate the efforts of the Appraiser and City in the effective utilization of the Appraiser's Geographic Information System (GIS) Website; and

WHEREAS, the Appraiser and City agree that the GIS Web site service exists as a component of a County-wide "Enterprise" GIS service; and

WHEREAS, the Enterprise GIS services support the comprehensive land use plans, DRI, incorporated and unincorporated boundary maintenance requirements, and other planning efforts of both the Appraiser and the City; and

WHEREAS, the aforementioned will encourage intergovernmental coordination to maximize the efficient use of resources; and

NOW, THEREFORE, the Appraiser and City agree as follows:

1. **GIS DATA ACCESS** – The Appraiser will provide access to the respective data via the existing connection providing voice services to the city. The Appraiser will verify connectivity up to and through the existing firewall connection. Configuration changes beyond the firewall will be the responsibility of the city.
2. **CUSTOM WORK AND DELIVERABLES** – The Appraiser will assist in the maintenance of digital GIS datasets of the City's future land use, zoning districts, historic districts, community redevelopment area, municipal boundaries, and other datasets as may be agreed upon between the parties, based on the county parcels and changes provided by the City for inclusion in the dataset. In addition the City will be able to overlay environmental data such as flood zones (FEMA), parcels, road networks, wetlands, storm surge, aerials and many more types of critical data. The Appraiser will support the City with GIS services not to exceed five (5) hours a typical week unless agreed upon by the Appraiser and the City.
3. **WEB DELIVERED SERVICES** – The Appraiser will host a web delivered interactive public GIS website. In addition, the appraiser will provide training and support for the GIS websites. In consideration for the aforementioned services, the City will compensate the Appraiser's GIS service in the form of a yearly fee of five thousand dollars ($5,000.00)

4. **SEVERABILITY** – If any section, clause, or provision of the Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, clause, or provision, and shall not be affected by said holding.
5. **NO AGENCY** – Nothing contained herein shall be construed to constitute either of the parties, nor any of its agents or employees, as agent of the other.
6. **TERM AND EFFECTIVE DATE** – This agreement shall take effect October 1, 2017 and will be effective for one year. This agreement shall be automatically renewed on an annual basis unless terminated. Either party may terminate this agreement by giving the other party at least sixty (60) days written notice of its intent to terminate and the termination date.
7. **VENDOR RELATIONSHIPS** – During the term of this Agreement, no employee or relative of said employee, assigned to perform services hereunder, will have any business, financial or beneficial relationship with any vendor to the City of GIS related services or equipment.
8. **AUTHORITY** – Each of the parties represents to the other that the execution of this Agreement has been duly and properly authorized by the governing bodies of each of the parties, and each has full authority to execute the same through its representatives whose signatures appear below.
9. **FILING** – This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Nassau City, Florida, prior to its effective date in accordance with Florida Statutes, 163.01 Florida Interlocal Cooperation Act of 1969.

_____
ROBIN LENTZ
Mayor, City of Fernandina Beach on behalf of
CITY COMMISSIONERS
CITY OF FERNANDINA BEACH

_____
CAROLINE BEST
City Clerk, Fernandina Beach

(signatures continue on next page)

Approved as to form and legality by the
City of Fernandina Beach Attorney:

TAMMI E. BACH

NASSAU COUNTY PROPERTY APPRAISER

A. MICHAEL HICKOX, Cert. Res RD1941, CFA
Property Appraiser

Approved as to form by the Nassau
County Attorney:

Michael S. Mullin

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2017-200
Purchase Approval - Kompan, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2017-200

SYNOPSIS: The City budgeted for the purchase of a play structure at Egans Creek Park in the Fiscal Year 2017/2018. Staff has selected the Explorer Dome manufactured by Kompan, Inc.. The Explorer Dome can be purchased through U.S Communities Government Purchasing Alliance contract # 2017001135 for the discounted cost of $48,790.

Staff recommends approval of this purchase.

FISCAL IMPACT: Funds for this project ($50,000) are available in the Capital Expansion, Recreation & Parks account # 3107200 56400 (Project # 18030). Installation of the equipment will be funded by 8 Flags Playscapes ($16,000).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-200.

Nan Voit, Parks & Recreation Director	11/17/2017
Dale Martin, City Manager	11/20/2017
Patti Clifford, Comptroller	11/20/2017
Tammi E. Bach, City Attorney	11/21/2017

Submitted By: Nan Voit, Parks & Recreation Director

Date: November 07, 2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-200

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PURCHASE OF THE EXPLORER DOME AT EGANS CREEK PARK FROM KOMPAN, INC. IN THE AMOUNT OF $48,790; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City budgeted for the purchase of a play structure for Egans Creek Park in Fiscal Year 2017/2018; and

WHEREAS, staff has selected the Explorer Dome manufactured by Kompan, Inc.; and

WHEREAS, the Explorer Dome can be purchased through U.S. Communities Government Purchasing Alliance contract # 2017001135 for $48,790; and

WHEREAS, funding for this project is available in the Capital Improvements, Recreation & Parks account # 3107200 56400 (Project # 18030).

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

SECTION 1. The City Commission hereby approves the purchase of the Explorer Dome from Kompan, Inc. in the amount of $48,790.

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

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

ADOPTED this 5th day of December, 2017.

CITY OF FERNANDINA BEACH

_____
Robin C. Lentz
Mayor – Commissioner

ATTEST:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

_____
Tammi E. Bach
City Attorney

SALES PROPOSAL

KOMPAN

COROCORD

KOMPAN, INC. * 821 Grand Ave Pkwy, Ste 410, Pflugerville, TX 78660 * Tel 1-888-579-8223 * Fax 1-888-579-8224 * www.kompan.com

U.S. COMMUNITIES®
GOVERNMENT PURCHASING ALLIANCE

Date	11/15/17
Expiration Date	12/31/17
Proposal No.	SP55218
Project	Fernandina Beach
Ship to State/Zip	FL 32034
Customer Service Representative	JamMet
Sales Representative	Stacy Moseley
Payment Terms	DEP50%&N30

Site Location: 460334
Fernandina Beach
2500 Atlantic Ave
Fernandina Beach, 32034
United States

Invoice-to: 460334
City of Fernandina Beach
2500 Atlantic Ave
Fernandina Beach, 32034
United States
Nan Voit

Ship-to:
Fernandina Beach
2500 Atlantic Ave
Fernandina Beach, FL 32034
United States
Scott Mikelson

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
1	COR863002-1103	EXPLORER DOME US Green Ropes	57,400.00	57,400.00	15.00	48,790.00
1	FRT-PA	Freight Middletown PA	2,241.00	2,241.00	100.00	
		All equipment must be ordered, shipped and invoiced by 12/31/17. Limited stock-first come first serve to receive special pricing.				
Total						**48,790.00**

Comments:
This quote assumes direct delivery.
Charges for permits are not included. An appropriate amount will be added if applicable.
A deposit will be required before order can be processed.
Please provide us with a copy of your tax-exempt certificate if applicable.
Customer is responsible for fall zones and resilient surfacing appropriate to the height of the equipment.
Please allow 6-8 weeks for product delivery upon order placement.
Customer is responsible for disposal of refuse / garbage.

Customer is responsible to off-load truck at time of delivery.
Customer is responsible to self-install play equipment.

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	57,400.00	8,610.00	48,790.00
Subtotal - Other Products	0.00	0.00	0.00
Subtotal - Surfacing	0.00	0.00	0.00
Subtotal - Installation & Other Services	0.00	0.00	0.00
Subtotal - Freight	2,241.00	2,241.00	0.00
Subtotal	**59,641.00**	**10,851.00**	**48,790.00**

Estimated Tax Rate	(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)	0.00
Total		**48,790.00**

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Argeement, which is hereby acknowledged. Acceptance of this proposal by KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good for 60 days.

This proposal may be withdrawn if not accepted by 01/05/18.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American"provision of the ARRA of 2009.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

KOMPAN Product Info

EXPLORER DOME - COR88630

COROCORD

Best User Age: **5-12 years**

Footings: concrete, with min. 3500 psi compressive strength in well-compacted soil. In poor soil conditions, footing size may need to be enlarged.

Technical information available at kompan.com

ADA ANALYSIS

Elevated Activities: 0	Accessible Elevated Activities	Accessible Ground Level Activities	Accessible Ground Level Play Types
Present	0	1	1
Required	0	1	1

$55,430

ages 5-12

Available Colors

To verify product certification, visit www.ipema.org

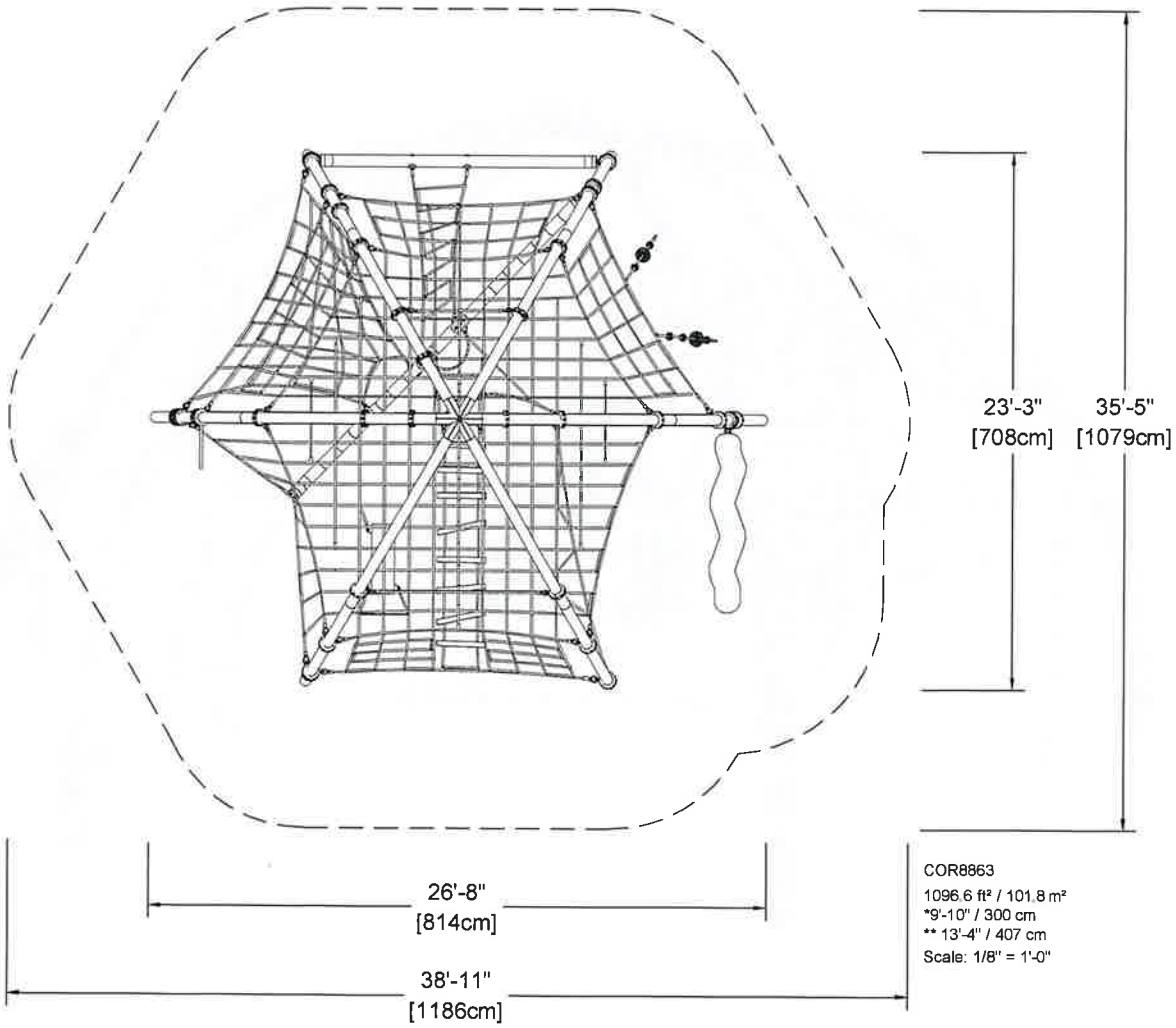
* = Highest designated play surface.

** = Total height of product.

Highest designated play surface and space required are according to ASTM F1487.

Equipment must be installed over resilient surfacing appropriate to the safety guidelines in your area.

Product development is an ongoing process. We reserve the right to make modifications on all our products. This product may not be mirrored, scaled or altered in any way. Safety zones must be retained for proper placement of equipment. If any changes are required, please contact your KOMPAN representative at 1.800.426.9788.



COR8863
1096.6 ft² / 101.8 m²
*9'-10" / 300 cm
** 13'-4" / 407 cm
Scale: 1/8" = 1'-0"

KOMPAN

THIS SEASON, THE GIFT OF

PLAY

NEVER MEANT SO MUCH!

CLASSIC DOME
ITEM#: COR88410001

ORIGINAL PRICE: ~~$38,200~~
SALE PRICE: $32,395

EXPLORER DOME
ITEM#: CCOR88630203

ORIGINAL PRICE: ~~$57,400~~
SALE PRICE: $48,695

SINGLE BAY BASKET
ITEM#: KSW91025-0809

ORIGINAL PRICE: ~~$3,430~~
SALE PRICE: $2,895

SPINNER BOWL
LIME GREEN
ITEM#: ELE400024-3717LG

ORIGINAL PRICE: ~~$880~~
SALE PRICE: $669

SPINNER BOWL
BLUE
ITEM#: ELE400024-3717BL

ORIGINAL PRICE: ~~$880~~
SALE PRICE: $669

SPINNER BOWL
RED
ITEM#: ELE400024-3717E

ORIGINAL PRICE: ~~$880~~
SALE PRICE: $669

SPINNER BOWL
YELLOW
ITEM#: ELE400024-3717F

ORIGINAL PRICE: ~~$880~~
SALE PRICE: $669

SPINNER BOWL
GREEN
ITEM#: ELE400024-3717GR

ORIGINAL PRICE: ~~$880~~
SALE PRICE: $669

EVERYTHING MUST GO!

SUPERNOVA
BLUE
ITEM#: GXY916000-3417

ORIGINAL PRICE: ~~$7,950~~
SALE PRICE: $6,695

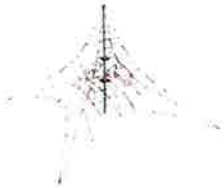
SUPERNOVA
GREY/GREEN
ITEM#: GXY916012-3417

ORIGINAL PRICE: ~~$7,950~~
SALE PRICE: $6,695

GARDEN SEESAW
ITEM#: M18601-12P

ORIGINAL PRICE: ~~$5,100~~
SALE PRICE: $4,295

MACRO SPACENET
RED ROPES
ITEM#: COR31401101



ORIGINAL PRICE: ~~$21,800~~
SALE PRICE: $18,495

MINI SPACENET
RED ROPES
ITEM#: COR30301101

ORIGINAL PRICE: ~~$18,000~~
SALE PRICE: $15,295

SPICA 1
IN GROUND -90CM
ITEM#: GXY801421-3717

ORIGINAL PRICE: ~~$1,980~~
SALE PRICE: $1,595

SPICA 2
IN GROUND -90CM
ITEM#: GXY801521-3717

ORIGINAL PRICE: ~~$1,980~~
SALE PRICE: $1,595

SPICA 3
IN GROUND -90CM
ITEM#: GXY801621-3717

ORIGINAL PRICE: ~~$1,980~~
SALE PRICE: $1,595

LIMITED TIME OFFER
FOR UNLIMITED HOURS OF PLAY.
READY, SET, PLAY.

TAKE ADVANTAGE ON THIS YEAR'S LOWEST PRICES PLUS **FREE FREIGHT!**

U.S. COMMUNITIES®
GOVERNMENT PURCHASING ALLIANCE

COMPETITIVE SOLICITATION

BY CITY OF CHARLOTTE, NORTH CAROLINA

FOR

PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #269-2017-028

January 25, 2017

REQUEST FOR PROPOSALS
RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

JANURARY 25, 2017

Dear Sir or Madam:

The City of Charlotte, North Carolina (herein "City" or "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is now accepting Proposals for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **FEBRUARY 7, 2017, at 10:00 a.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5488. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at kewing@charlottenc.gov.

All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **MARCH 16, 2017 at 2:00 p.m.**

Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and ten (10) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: Karen Ewing
[Name of Company Submitting Proposal]
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products & Services
RFP # 269-2017-028

RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: Alexis Turner, U.S. Communities
RFP Project File

Checklist for submitting a Proposal:

Step 1- Read the document fully.

Step 2- If you plan on submitting a Proposal then fax **Form 1 in Section 6** to the number listed on the sheet.

Steps 3- If you have any questions send them before the deadline listed in **Section 3.3**.

If you plan to submit a Proposal you must follow this checklist, and must include everything detailed below.

Proposal Copies - Please provide the specified number for each format

- ☐ 2 Copies marked "Original" in a sealed, non-transparent envelope that includes the Company name, the RFP number, and identification of the equipment, supply, and/or Services for which the Proposal is submitted.
- ☐ 10 Copies on flash drive.

Proposal Format - Proposals should be formatted as follows:

Included (Check)	Requirements
	Cover Letter (per Section 5.1.1)
	Executive Summary (per Section 5.1.2)
	Addenda Acknowledgement Form (Section 6, Form 2)
	Proposal Submission Form (Section 6, Form 3)
	Fixed Percentage Discounts (Section 6, Form 4)
	Complete Playground Designs (per Section 6, Form 4)
	MWSBE Utilization (Section 6, Form 5)
	Company's Background Response) Section 6, Form 6)
	References (Section 6, Form 7)
	Non-Discrimination Provision (Section 6, Form 8)
	Environmental Purchasing Responses (Section 6, Form 9)
	U.S. Communities Supplier Worksheet (Section 7)
	U. S. Communities Supplier Information (Section 7)
	U. S. Communities Administration Agreement – Signed, unaltered (Section 7)
	IPEMA Certification (per Section 4.2)
	Proposer's Complete Product & Services Price List (Per Section 4.19)
	ISO 9001 and 14001 Certification (per Section 4.2)
	Exceptions to any part of the RFP (If you take any exceptions to anything in this document, please list it in a category in your Proposal called "Exceptions" and offer an alternative solution).

The above items constitute all that must be included in the Proposal. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Exhibit A, Section 26.

It is the Company's responsibility to check www.ips.state.nc.us or http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx for any addenda or changes to this Project. Search for RFP # 269-2017-028 to find if any documents or changes have been posted.

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1. U.S. COMMUNITIES OVERVIEW AND REQUIREMENTS

1.1 MASTER AGREEMENT

City of Charlotte (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material, and Related Products and Services (herein "Products and Services").

1.2 OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;

D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible Products and Services.

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Proposers are expected to propose the broadest possible selection of Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material, and Related Products and Services that they offer commercially. The intent of this solicitation is to provide Participating Public Agencies with turnkey solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following categories:

1) **Playground Equipment** - A complete listing of all park and Playground Equipment, Outdoor Fitness Equipment (for all ages) including, but not limited to, themed systems, stand-alone activities, system components, and replacement parts available from the Company.

2) **Outdoor Fitness Equipment** – A complete listing of all Outdoor Fitness Equipment for all ages and levels including, but not limited to, challenge courses, strength building and resistance mechanisms, multigenerational fitness, optional precision timing systems, climbing walls, pool equipment, pool lifts, and pool timing systems.

3) **Site Accessories** - A complete listing of all Site Accessories such as, but not limited to, benches, picnic tables, planters, bike racks, bike lockers, shelter and shade structures, bleachers, grandstands, scoreboards and other related Site Accessories available from the Company.

4) **Surfacing Materials** - A complete listing of all park and playground Surfacing Materials including but not limited to pour in place, rubber tiles, wood fiber, and recycled materials available from the Company.

5) **Related Products** – Additional products such as, water parks, skate parks, dog parks and any other related Products available from the Company.

6) **Services** - The complete listing of Services available from the Supplier such as, but not limited to, installation, design, layout, repair and/or maintenance, removal, disposal, project management and any other related Services to provide customer support.

1.4 U.S. COMMUNITIES BACKGROUND

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited Contracts for high quality Products and Services by large and well recognized public agencies (herein "Lead Public Agencies"). The Contracts are provided for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

1.4.1 National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein "National Sponsors").

1.4.2 Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.
Each Advisory Board Member is expected to actively participate in product Proposals and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL
Beaverton School District, OR
City and County of Denver, CO
City of Chicago, IL
City of El Paso, TX
City of Houston, TX
City of Kansas City, MO
City of Los Angeles, CA
City of Ocean City, NJ
City of Seattle, WA
Cobb County, GA
Denver Public Schools, CO
Emory University, GA
Fairfax County, VA
Fresno Unified School District, CA
Great Valley School District, PA
Harford County Public Schools, MD
Hennepin County, MN
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County, FL
Nassau BOCES, NY
North Carolina State University, NC
Onondaga County, NY
Port of Portland, OR
Prince William County Schools, VA
San Diego Unified School District, CA
State of Iowa, IA
The School District of Collier County

1.4.3 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities Contracts and suppliers to procure over $2.0 Billion Dollars in Products and Services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, Contractual disputes, invoicing, and payment.

City of Charlotte, North Carolina is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 8.

1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of Products required to be purchased under the proposed Master Agreement, City of Charlotte and the U.S. Communities Advisory Board Members are committed

to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2015 purchased more than $160 Million Dollars of Products and Services from existing U.S. Communities Contracts.

1.4.5 Marketing Support

U. S. Communities provides marketing support for each Supplier's Products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

1.4.6 Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. The City of Charlotte reserves the right to award the Contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Charlotte and Participating Public Agencies as a result of this solicitation.

1.4.7 Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a Contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

SUPPLIER QUALIFICATIONS

1.5 SUPPLIERS

1.5.1 Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, and Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary Contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's Contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that

national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with Companywide authority.

(viii) Where Supplier has an existing Contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing Contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's Contracts offering lower prices.

(A) Supplier holds a state Contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative Contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a Contract with an individual Public Agency. The Public Agency Contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the Contract. Supplier would be required to match the lower pricing under the

Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative Contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a Contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate Proposals and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other Contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product listings, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive Contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use

Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or Services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

1.6 U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities Contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (included in Section Seven) and submit with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	**One Week**
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
2. Executed Legal Documents	**One Week**
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
3. Program Contact Requirements	**One Week**
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
4. Second Conference Call	**Two Weeks**
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
5. Marketing Kick Off Call	**Two Weeks**
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
6. Initial NAM & Staff Training Meetings	**Three Weeks**
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
7. Senior Management Meeting	**Four Weeks**
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	**Five Weeks**
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
9. Web Development	
Initiate E-Commerce Conversation	**Two Weeks**
Product Upload to U.S. Communities site	**Five Weeks**
10. Sales Training & Roll Out	
Program Manager briefing - Coordinate with NAM	**Five Weeks**
Initial remote WebEx training for all sales - Coordinate with NAM	**Three Weeks**
Initiate contact with Advisory Board (AB) members	**Six Weeks**
Determine PM & Local Metro teams strategy sessions	**Six Weeks**
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact	**Eight Weeks**
12. Agency Webinars	**Post Launch**

2. INTRODUCTION.

2.1 Objective.

The objective of this RFP is to solicit Proposals that will enable the City and Participating Public Agencies ("PPA") to determine which Company and Proposed Solution will best meet the City's needs for providing the Products and Services as requested in this RFP.

2.2 Definitions.

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

Acceptance:	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
Affiliates:	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
Biodegradable:	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
Charlotte Business Inclusion (CBI):	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
Charlotte Combined Statistical Area (CSA):	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
City:	Refers to the City of Charlotte, North Carolina.
Company:	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
Company Project Manager:	Refers to a specified Company employee representing the best interests of the Company for this Project.
Contract:	Refers to a written agreement executed by the City and Company for all or part of the Services.
Deliverables:	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
Documentation:	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user

	manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
Environmentally Preferable Products:	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
Evaluation Committee:	Refers to a City and U.S. Communities appointed Committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City and Participating Public Agencies.
Lead Public Agency:	Refers to the City of Charlotte, North Carolina
Master Agreement:	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
Minority Business Enterprise/MBE:	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
MWSBE Goal:	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one, combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
Participating Public Agency:	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.

Post-Consumer Recycled Material:	Refers to material and by-Products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
Products:	Refers to all Products that the Company agrees to provide to the City as part of its Proposal.
Proposal:	Refers to the proposal submitted by a Company for the Products and Services as outlined in this RFP.
Recyclability:	Refers to Products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For Products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
Recycled Material:	Refers to material and by-Products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
Services:	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.
Small Business Enterprise/SBE:	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
Specifications and Requirements:	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
Subcontracting Goals:	Refers to the SBE, MBE, WBE, and MWSBE Goals established by the City for an RFP and resulting Contract.
Women Business Enterprise (WBE):	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte Combined Statistical Area.

Work Product: Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

2.3 Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in this RFP Section 3.3.

2.4 City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

2.4.1 To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;

2.4.2 To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;

2.4.3 To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;

2.4.4 To waive any defect or irregularity in any Proposal received;

2.4.5 To reject any or all Proposals;

2.4.6 To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;

2.4.7 To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;

2.4.8 To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and

2.4.9 To terminate discussions and negotiations with any Company at any time and for any reason.

2.5 Expense of Submittal Preparation.

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

2.6 Proposal Conditions.
The following terms are applicable to this RFP and the Company's Proposal.

2.6.1 RFP Not An Offer.
This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

2.6.2 Trade Secrets and Personal Identification Information /Confidentiality.
Upon receipt at the Procurement Management Division, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personal identification information" protected by state or federal law, to include, but not be limited to, social security numbers, bank account numbers, and driver's license numbers ("Personal Identification Information" or "PII"). After the Proposal due date, the Evaluation Committee, other City staff, and members of the general public who submit public records requests may review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152 et seq.. If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified in accordance with this Section 2.6.2.

Any Trade Secrets or PII submitted by a Company must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either "Personal Identification Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Furthermore, each Company agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and

expenses incurred in connection with refusing to disclose any material that the Company has designated as a trade secret. The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

2.6.3 Amendments to RFP.
If the City amends this RFP, addenda will be posted to the IPS and Charlotte NC websites at www.ips.state.nc.us, and http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx RFP# 269-2017-028. Companies are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

2.6.4 Proposal Terms Firm and Irreversible.
The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election.

2.6.5 Proposal Binding for 180 Days.
Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

2.6.6 Charlotte Business INClusion Program.
Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

2.6.7 Subcontracting.
The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

2.6.8 Equal Opportunity.
The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and Services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

2.6.9 Use of City's Name.
No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

2.6.10 Withdrawal for Modification of Proposals.
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal**." No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).

2.6.11 No Bribery.
In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

2.6.12 Exceptions to the RFP.
Other than exceptions that are stated in compliance with this Section and Section 5.1.5, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as Exhibit A. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

2.6.13 Fair Trade Certifications.
By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and

- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

2.6.14 Companies' Obligation to Fully Inform Themselves.
Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company's own risk.

2.6.15 Environmentally Preferable Purchasing.
The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring Products or Services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Recyclability
Post-Consumer Recycled Material	Biodegradability

Companies able to supply Products or Services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

3 PROCUREMENT PROCESS.

This Section 3 contains information about the procurement process for this Project.

3.1 Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
JANURARY 25, 2017	*Issuance of RFP.* The City issues this RFP.
FEBRUARY 1, 2017	*Request for Proposals Acknowledgement.* Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax number listed in Section 3.3.
FEBRUARY 3, 2017	*Submission of Written Questions Prior to Pre-Proposal Conference.* Companies are permitted to submit written questions, for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 3.3 by 5:00 p.m.
FEBRUARY 7, 2017	*Non-Mandatory Pre-Proposal Conference* to be held at the location indicated in Section 3.4 at 10:00 a.m.
FEBRUARY 15, 2017	*Submission of Written Questions After the Pre-Proposal Conference.* Questions are due by 5:00 p.m.
MARCH 16, 2017	*Proposal Submission.* Proposals are due by 2:00 p.m. at the Procurement Management Division, CMGC 9th Floor.
MARCH 20, 2017-APRIL 13, 2017	*Evaluation.* The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
MAY 9, 2017	*Contract Award by Charlotte City Council.*
JULY 1, 2017	*Services commence.* Company begins providing the Services.

3.2 Intent to Propose.

Please acknowledge receipt of this RFP via facsimile by **FEBRUARY 1, 2017** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal. Fax or email a copy of the completed and signed form to the number or email address listed in paragraph 3.3 below, Attention: Karen Ewing. The City strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

3.3 Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Procurement Officer at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted questions, Companies should refrain from contacting City staff prior to the Proposal Due Date. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement**

Officer.

Karen Ewing, Deputy Chief Procurement Officer
City of Charlotte
Procurement Management Division
600 East 4th Street, CMGC 9th Floor
Charlotte, NC 28202
RFP # 269-2017-028
Fax: 704-632-8254
E-mail: kewing@charlottenc.gov

When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **5:00 p.m. on February 3, 2017**.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 3.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal Due Date. When responding to Service Provider questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at www.ips.state.nc.us, and http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx RFP# 269-2017-028. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

3.4 Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **FEBRUARY 7, 2017, at 10:00 a.m.** The meeting will be held at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, 2nd Floor Conference Room #280 or via teleconference at 704-432-5488.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Karen Ewing in advance of the conference date and time identifying the special accommodations required.

3.5 Submission of Proposals.

Proposals must be in the format specified in Section 5 of this RFP. Ten (10) electronic copy on individual flash drives in a searchable format such as MS Word or Adobe Acrobat and two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer shall be submitted to the address listed in Section 3.3 above by **MARCH 16, 2017 on or before <u>but no later than</u> 2:00 p.m.** The original Proposal and each of the copies shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will <u>not</u> be accepted.**

Due to security measures at the Charlotte-Mecklenburg Government Center (CMGC), your sealed boxes, including any portions marked as

Confidential/Trade Secret, may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the CMGC.

Do not arrive at the Procurement Management Division on the Proposal due date for the purposes of reviewing your competitors' Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved. All Proposals will be time-stamped upon receipt and held in a secure place until opening.

3.6 Correction of Errors.
The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

3.7 Evaluation.
As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Company(ies). Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

3.8 Proposal Evaluation Criteria.
Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Products and Services as requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City taking into consideration as a minimum response, but not limited to the following criteria:

1. Adherence to all requirements of this RFP.

2. Demonstrated knowledge, background, capacity, and ability to sell, deliver, and support all Products and Services offered and in compliance with the requirements of this RFP.
3. Capability of meeting or exceeding current and future needs and requirements of U.S. Communities and U.S. Communities members.
4. Qualifications and Experience; (including past performances, administration, management capabilities).
5. Range and quality of Products and Services offerings including technological advances, and value added related Services.
6. Proposed Approach and Proposed Solution
7. Proposed Playgrounds per Section 6, Form 4– taking into consideration
   a. Design
   b. Quality
   c. Durability
   d. Play value
   e. ADA Accessibility and Inclusivity
   f. Product warranty
8. Cost effectiveness and Value.
9. Overall ability to perform sales, solutions, and contract support as submitted.
10. Ability to demonstrate Products and Services that meet and/or exceed industry standards accepted by governmental and educational agencies nationally.
11. Financial Qualifications.
12. Company Environmental Initiatives.
13. MWBE, and other factors specified in this Request for Proposals.
14. References.

3.9 Qualifications and Experience

Companies will be evaluated on the background and experience information provided in Section 6, Form 6, and Section 7, Company Worksheet and Company Information for National Program Consideration.

3.10 Project Approach / Proposed Solution.

Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

3.11 Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services.

3.12 MWSBE Subcontractor Utilization.

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. For the purposes of this RFP, the City will consider a Company's MWSBE certification and/or MWSBE subcontracting inclusion

efforts. To count towards a Department MWSBE Goal, MWSBE certified Companies and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated as a City certified SBE; and/or
- Be designated as a City registered MBE or WBE

MWSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 3.

3.13 Acceptance of the Terms of the Contract.
The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 2.6.12 and 5.1.5 of this RFP.

3.14 Contract Award by City Council.
As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Charlotte City Council for final approval of award. If approved by the Council, the Procurement Management Division will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

3.15 Vendor Inclusion.
The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

http://charlottenc.gov/vendors

4 SCOPE OF SERVICES.

4.1 General Scope.

The intent of this RFP is to award a Contract(s) to one or more Companies offering and demonstrating the best overall solution that meets or exceeds the requirements of this RFP and future various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services needs of the City and Participating Public Agencies.

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

4.2 Product Standards and Guidelines.

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

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

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.
ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)
Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

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

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

4.3 Environmental Purchasing Requirements.
Each Manufacturer must provide documentation of their respective company's environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

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

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

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

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

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

4.8 Design.

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

4.9 Project Management.

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

4.10 Safety.

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

4.11 Literature and Catalogs.

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

4.12 Warranty.

Proposals should address each of the following:

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

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made.

Delivery location shall be stated on each purchase order issued by Participating Agencies.

3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

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

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

4.16 Additional Requirements.
Successful Companies may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.
Successful Companies may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

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

4.19 Pricing.
4.19.1 Companies must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. <u>One (1) firm fixed percentage</u> discount off of a verifiable list price for each category (defined in

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

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

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

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

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

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

4.19.4 **Product, Design and Price Comparison.**
For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

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

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

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

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

4.20 Price Adjustments.
All proposed pricing shall remain firm for the first year of the subsequent Contract (through June 30, 2018). Companies may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

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

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

5 PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. The Proposal will be in the format described in the Checklist included at the front of this RFP (page i).

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;
- All copies be printed on recycled paper (at least 30% post-consumer recovered material and at least 30% total recovered material);
- Unless necessary, all Proposal originals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as 3-ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials must be submitted in a format that allows for easy removal and recycling.

Proposals must also include ten (10) flash drives including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

5.1.1 Cover Letter.
The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

5.1.2 Executive Summary.
The Company shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal, which make it superior or unique.

5.1.3 Required Forms and Certifications.
To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms included in Section 6, and all certifications requested in Section 4.

5.1.4 U.S. Communities Requirements.
To be deemed responsive to this RFP, Companies must complete, in detail, all requested information in Section 7.

5.1.5 Exceptions to the RFP.
Exceptions must be submitted in accordance with Section 2.6.12 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further

consideration. If legal counsel needs to review the Sample City Contract prior to signature, reviews must be completed before your Proposal is submitted.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Exhibit A ("Sample Terms"). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

REQUIRED FORM 1 - RFP ACKNOWLEDGEMENT

Request For Proposal # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2017-028, Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. This form should be completed upon receipt of the City's Request for Proposals and faxed in time for the City to receive it by or before **FEBRUARY 1, 2017**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please fax or email the completed Request for Proposals Acknowledgement Form to the attention of:

Karen Ewing
Deputy Chief Procurement Officer
Procurement Management
Fax: 704.632.8254
Email: kewing@charlottenc.gov

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

_____**We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal**

Indicate number of attendees: _____

_____**We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal**

Reason: _____

_____**We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal**

Reason: _____

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx.

ADDENDUM #:	DATE ADDENDUM DOWNLOADED:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

_____
(Please Print Name)

_____
Date

_____
Authorized Signature

_____
Title

_____
Company Name

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

This Proposal is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

_____

City/State/Zip: _____

Email address: _____

Telephone: _____
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and Companies; and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Proposer on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such bid.

4. As part of its bid or proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
6. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP.
7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

___ Include exceptions to the sample contract in the following section of my Proposal:_____

___ Not include any exceptions to the Sample Terms.

Representative (signed): _____

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart.**

Proposal must include electronic copies (on flash drive) of manufacturer's listings, a published wholesale or retail price list, which is widely distributed to the marketplace, or other product literature which describes all the products being offered.

The price schedules must be a single percentage discount from published retail price list, or other verifiable published price list. Published price lists must be submitted annually and the same percentage of discount shall apply for the life of the contract. Pricing must be provided for every Product and Service included in your Proposal. Cost must be in United States dollars rounded to the nearest quarter of a dollar.

1. Please provide your verifiable price list(s):

CATEGORY	VERIFIABLE PRICE LIST NUMBER/DATE
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	
Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

2. Please provide your percentage discount off retail price for all products included each of the following categories. Please use additional sheets and list all categories that you are offering for this contract.

CATEGORY	PERCENTAGE (%) DISCOUNT
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	

Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

3. Company must provide the following for each of the three (s) sample playground designs **(FOR EVALUATION AND PRICE COMPARISON ONLY)**:

   1) 3 dimensional Drawings
   2) Number of kids that can use the playground;
   3) Total number of play components:
      a. Number of ground level components
      b. Number of accessible ground level components
      c. Number of elevated components
      d. Number of accessible elevated components

   4) Play Structure Size
   5) Deck Sizes
   6) Itemized costs using proposed discounts and list prices to include all applicable costs, including, but not limited to:
      a) Each Structure or component (i.e. playground, site Accessories, shade, receptacles, etc.)
      b) Design Services
      c) Surfacing
      d) Installation
      e) Any other products or services that is associated with this sample.

   7) Diameter of Uprights
   8) Color options
   9) Minimum time needed from date of design to delivery of equipment
   10) **DO NOT** include freight in sample Playground pricing.

DESIGN 1:

Site Dimensions:	50 ft. x 125 ft.
Budget:	$225,000 (must include all design, equipment, and installation costs)
Ages:	Separate play area for 2 to 5 years old Separate play area for 5-12 years old
Design:	Bright, Colorful Playgrounds with Roofs

Playground will be serving a community with physical disabilities children. The Playgrounds design must include the minimum following components:

Inclusive play components that:

- Encourage development of sensory processing including proprioceptive and vestibular systems.
- Encourage social interaction within the playground.

- Provide opportunities for spinning, sliding, rocking and swinging incorporated with heights, motions and body positions.
- Provide opportunities for climbing, crawling, bouncing and balancing.
- Stimulate sensory experiences through tactile, auditory and visual components and events.
- Provide multiple levels of challenge (easy, moderate, difficult of the same type of activity).
- Are easy to transfer to and from a mobility device.
- Ensure a child in mobility device is in the middle of play.
- Requires limited provision of ramps.

2-5 Year Old Structure:

- One (1) Early Childhood (tot) Swings with sides
- One (1) Slide - 4 ft. maximum height
- One (1) Climber
- One (1) Crawl Tunnel
- One (1) Sand Box

5-12 Year Old Structure:

- One (1) Double Slide – 6 ft. maximum height
- One (1) Spiral Slide
- One (1) Net Climber
- One (1) Rock Climber
- Two (2) Wheel chair accessible ramps
- One (1) Bridge

Surfacing:

- Bonded rubber fall surface to include **sub-base** (granite screening) and geo fabric.

Site Accessories:

- Four (4) 8ft Heavy Duty Picnic Tables with steel frame
- One (1) Sway Bench (12-gauge punched steel with 3.5" diameter posts.
- Three (3) Trash Receptacles
- Two (2) Heavy Duty 6-foot Benches with back, and armrest. Placed with good sightlines for monitoring children.

Design 2:

Site Dimensions:	45ft. x 65 ft.
Budget:	$85,000 (must include all design, equipment, and installation costs)
Ages:	5-12 years old
Design:	Nature Themed with Neutral Colors

- One (1) Double Slide – 8 ft. maximum height
- One (1) Tube Slide
- Two (4) Climbers

- Four (4) Swings with a minimum of one (1) accessible swing.
- One (1) Balance Beam
- One (1) Transfer Station
- One (1) Bridge
- One (1) Zip-line

Surfacing:
Minimum of 12 inches compacted wood safety surfacing.

Design 3:

Site Dimensions:	30 ft. x 45 ft.
Budget:	$45,000 (must include all design, equipment, and installation costs)
Ages:	13+ years old
Design:	Adult Outdoor Fitness

Comprehensive fitness package that offers flexibility, balance, strength, and low-impact aerobic workout activities, and includes the minimum following elements:

- One (1) Wobble Board
- One (1) Captains Chair
- One (1) Chest Press
- One (1) Lat Pull Down and Leg Press
- One (1) Trapeze Rack
- One (1) Recumbent Cycle
- One (1) Heavy Duty Bicycle Rack

Surfacing:
No Surfacing required.

REQUIRED FORM 5 – M/W/SBE UTILIZATION

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process when there are viable subcontracting opportunities. Companies must submit this form with their proposal outlining any supplies and/or Services to be provided by each City certified SBE, and/or City registered MBE and WBE for the Contract. The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Please indicate if **your company** is any of the following:

____ MBE ____ WBE ____ SBE ____ None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

_____

_____

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

_____

_____

List below all **MWSBEs** that you intend use on this Contract:

Subcontractor Name	Description of work or materials	Indicate either "M", "S", and/or "W"	City Vendor #

Representative (signed): _____

_____ Date

_____ Representative Name

REQUIRED FORM 6 – COMPANY'S BACKGROUND RESPONSE

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company's legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 4?	
List any projects or Services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company.	
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	
Identify any certifications held by your company if you are implementing or reselling another company's Products or Services. Include how long the partnership or certification has been effect.	
Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	
Describe the ownership structure of your company, including any significant or controlling equity holders.	
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	

Required form 7 – References
RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Companies shall complete the form below. The City's preference is for references from organizations of similar size or where the Company is performing similar Services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

Reference 1	
Company Name	
Contact Name	
Phone Number	
Reference 2	
Company Name	
Contact Name	
Phone Number	
Reference 3	
Company Name	
Contact Name	
Phone Number	
Reference 4	
Company Name	
Contact Name	
Phone Number	
Reference 5	
Company Name	
Contact Name	
Phone Number	

REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

All requests for Bids or Bids issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Bid, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Bid submitted with this certification, and terminate any Contract awarded based on such Bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Bid and to any Contract awarded on such Bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

DATE: _____

COMPANY WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES____ NO____

B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states and the ability to deliver service in Alaska and Hawaii?
YES____ *NO____
(*If no, identify the states where you do not have the ability to provide service to Participating Public Agencies.)

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

D. Check which applies for your company sales last year in the United States:
_____ Sales between $0 and $25,000,000
_____ Sales between $25,000,001 and $50,000,000
_____ Sales between $50,000,001 and $100,000,000
_____ Sales greater than $100,000,001

E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES____ NO____

F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____

G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____

H. Will your company commit to the following program implementation schedule?
YES____ NO____

I. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO_____

Submitted by:

_____ _____
(Printed Name) *(Signature)*

_____ _____
(Title) *(Date)*

SUPPLIER INFORMATION

Please respond to the following requests for information about your Company:

National Commitments

1. Proposer shall provide a written narrative of your understanding and acceptance of the Company Qualifications Commitments in Section 1.5.

Company

1. Provide the total number and location of sales persons employed by your Company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Provide the Company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	**2014 Sales**	**2015 Sales**	**2016 Sales**
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

4. For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	**2014 Sales**	**2015 Sales**	**2016 Sales**
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Provide a list of your Company's ten largest public agency customers, including contact information.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.

2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

3. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

4. Provide the number and location of support centers (if applicable).

5. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

   a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.

   b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as

defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

1. Outline your company's sales and marketing plan for marketing the Products to eligible agencies nationwide.

2. Explain how your company will educate its national sales force about the Master Agreement.

3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section One, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.

2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

Role	Description of Role	Person Responsible	Time Commitment (%)
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		

Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.

4. Submit the a bio for each of the below personnel:

   a. The person your company proposes to serve as the National Accounts Manager,

   b. Each person that will be dedicated full time to U.S. Communities account management, and

   c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section Five of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

2. State your normal delivery time (in days) and any options for expediting delivery.

3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?

4. State restocking fees and procedures for returning products.

5. Specify guaranteed fill rate by product category specified in Section Five.

6. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.

7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Parts and Services.

Qualifications, Experience and Project Management Capabilities

1. Identify your company's authorized distributors and installers by U.S. state;

2. Identify your company's bonding capacity on a national basis (if applicable);

3. List the states where the bidder is licensed to do business (if applicable);

4. List the states where the bidder or sub-contractor is licensed to do business (if applicable);

5. List the state construction licenses held, either directly by the bidder or a by a qualified distributor that has been actively and continuously involved with manufacturer (if applicable);

Administration

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing. Additionally, please provide the following:

   a. In what formats do you accept orders (telephone, ecommerce, etc.)?

   b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

3. Describe your company's ecommerce capabilities:

   a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

   b. Provide detail on where your company has integrated with a pubic agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.

5. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Environmental

1. Provide a brief description of any company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.

2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.

3. Pease indicate if you have any products in your offering that have any third-party environmental certifications.

4. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

1. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

2. Please include an audited income statement and balance sheet from the most recent reporting period in your proposal.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _____ ("Supplier").

RECITALS

WHEREAS, _____("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating

Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be

required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master

Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;

(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable

attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Pub made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

(i) Supplier's Product Number
(ii) Product Description
(iii) Manufacturer Name
(iv) Manufacturer Number
(v) Unit of Measure
(vi) U.S. Communities Price
(vii) Number of times ordered
(viii) Units sold
(ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities
9711 Washingtonian Blvd., Suite 100
Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier: _____
_____
_____
_____
Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[*Remainder of Page Intentionally Left Blank – Signatures Follow*]

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

_____

By _____

Name: _____

Title: _____

KOMPAN Contract

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products & Services

Lead Agency:
City of Charlotte, NC

Contract Number:
2017001135

5 year initial term, July 1, 2017 – June 30, 2022
Option to renew for (2) additional (2) year periods

Postings

Number of suppliers who responded to RFP: 5

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Jan 25, 2017 – Mar 16, 2017
Onvia/DemandStar	Jan 25, 2017 – Mar 16, 2017
City of Charlotte, NC	Jan 25, 2017 – Mar 16, 2017
Canadian MERX Public Tenders	Jan 25, 2017 – Mar 16, 2017
State of Hawaii and Oregon	Jan 25, 2017 – Mar 16, 2017
Oregon Association of Counties	Jan 25, 2017 – Mar 16, 2017

Contract Documents:

- KOMPAN Contract 2017001135

RFP Documents:

- RFP Playground Equipment 269-2017-028
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- RFP 269-2017-028 Postings Document

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

COMPANY:

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

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

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

[Signature Page Follows]

29.13. DRAFTER'S PROTECTION.
Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

29.14. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.
The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.

29.15. CONFLICT OF INTEREST.
The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.

29.16. NO BRIBERY.
The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.

29.17. HARASSMENT.
The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.

29.18. TRAVEL UPGRADES.
The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract unless this Contract specifically requires reimbursement. If this Contract requires reimbursement by the City: (a) the City will only pay coach/economy rate airline fares, and (b) the Company's invoices shall include sufficient detail of travel expenses to demonstrate that fares were at coach/economy rates. Notwithstanding the forgoing, nothing in this provision shall preclude complimentary upgrades to first class or business class seating, mileage, points, or credits based upgrades, or upgrades paid for by the contractor so long as the City is not charged for or asked to reimburse the upgrade charge or the value of the miles, points, or credits used.

29.19. TAXES.
Except as specifically stated elsewhere in this Contract, the Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract

from performing its obligations for more than five (5) days, the City may terminate this Contract.

29.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

29.7. SEVERABILITY.
The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

29.8. NO PUBLICITY.
No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.

29.9. APPROVALS.
All approvals or consents required under this Contract must be in writing.

29.10. WAIVER.
No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

29.11. SURVIVAL OF PROVISIONS.
The following sections of this Contract shall survive the termination hereof:

Section 4.3 "Employment Taxes and Employee Benefits"
Section 15 "Representations and Warranties of Company"
Section 18 "Term and Termination of Contract"
Section 21 "City Ownership of Work Product"
Section 23 "Indemnification"
Section 25 "Confidential Information"
Section 26 "Insurance"
Section 28 "Notices and Principal Contacts"
Section 29 "Miscellaneous"

29.12. CHANGE IN CONTROL.
In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

29.4. BINDING NATURE AND ASSIGNMENT.
This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

29.5. CITY NOT LIABLE FOR DELAYS.
It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

29.6. FORCE MAJEURE.

29.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

29.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

29.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company

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

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

28. NOTICES AND PRINCIPAL CONTACTS.

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Company:	For the City:
_____	Karen Ewing
_____	City of Charlotte
_____ _____	Procurement Management Division
_____ _____	600 East Fourth Street, CMGC 9th Floor
_____ _____	Charlotte, NC 28202-2850
PHONE: _____	PHONE: 704-336-2992
FAX: _____	FAX: 704-632-8254
E-MAIL: _____	kelmore@ci.charlotte.nc.us
With Copy To (Company):	With Copy To (City):
_____	Cindy White
_____	City of Charlotte
_____	City Attorney's Office
_____	600 East Fourth Street
_____	CMGC 15th Floor
_____	Charlotte, NC 28202
PHONE: _____	PHONE: (704)336-3012
EMAIL: _____	cwhite@ci.charlotte.nc.us

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

29. MISCELLANEOUS.

29.1. ENTIRE AGREEMENT.

This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

29.2. AMENDMENT.

No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.

29.3. GOVERNING LAW AND JURISDICTION.

26.2.2. The City of Charlotte shall be named as an additional insured for operations or Services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.

26.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.

26.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

26.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

27. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will

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

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

Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

25.5. REMEDIES.
The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

26. INSURANCE.

26.1. TYPES OF INSURANCE
Company shall obtain and maintain during the life of this Contract, with an insurance Company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

26.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident and $1,000,000 property damage, or $1,000,000 combined single limit - bodily injury and property damage.

26.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate, or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for Products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.

26.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, $500,000 per accident limit, $500,000 disease per policy limit, $500,000 disease each employee limit.

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

26.2. OTHER INSURANCE REQUIREMENTS.

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

incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.

25.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

25.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.

25.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and Companys (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.

25.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

25.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

25.3. EXCEPTIONS.

The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:

25.3.1. Was already known to the Company prior to being disclosed by the disclosing party;

25.3.2. Was or becomes publicly known through no wrongful act of the Company;

25.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;

25.3.4. Was used or disclosed by the Company with the prior written authorization of the City;

25.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;

25.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.

25.4. UNINTENTIONAL DISCLOSURE.

Stat. 160A-168. This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.

25.1.5. *Citizen or employee social security numbers collected by the City.*

25.1.6. *Computer security information of the City*, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

25.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*

25.1.8. *Any attorney / City privileged information disclosed by either party.*

25.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*

25.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*

25.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*

25.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility Services.*

25.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 25.1.3 through 25.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

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

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

25.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.

25.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement

Services or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 23 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

24. SUBCONTRACTING.

Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

25. CONFIDENTIAL INFORMATION.

25.1. CONFIDENTIAL INFORMATION.

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

25.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its Companies, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new Products or Services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

25.1.2. *Information of the City or its Companies, contractors or licensors marked "Confidential" or "Proprietary."*

25.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by* the City.

25.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen.*

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

21. CITY OWNERSHIP OF WORK PRODUCT.

21.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

21.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City's prior written consent, and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 25 of the Contract.

21.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

22. RELATIONSHIP OF THE PARTIES.

The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

23. INDEMNIFICATION.

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the

Manager; or (b) the Department Director of the City Department responsible for administering this Contract.

18.8. OBLIGATIONS UPON EXPIRATION OR TERMINATION.
Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that is owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in this Contract.

18.9. NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.
Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

18.10. OTHER REMEDIES.
The remedies set forth in this Section and **Section 19** shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

19. TRANSITION SERVICES UPON TERMINATION.
Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition Services necessary to shift the Services of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Services on an as-needed basis; and
- Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider.

20. CHANGES.
In the event changes to the Services (collectively "Changes"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a "Change Statement"). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

18.4. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.
By giving written notice to the Company, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;

b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, or any covenant, agreement, obligation, term or condition contained in this Contract; or

c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the Contract, or failure to provide the proof of insurance as required by the Contract.

18.5. NO SUSPENSION.
In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in the Contract, the Company agrees that it will not terminate the Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

18.6. CANCELLATION OF ORDERS AND SUBCONTRACTS.
In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.

18.7. AUTHORITY TO TERMINATE.
The following persons are authorized to terminate this Contract on behalf of the City: (a) the City Manager, any Assistant City Manager, or any designee of the City

17.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.
The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches the Contract.

17.4. SETOFF.
Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

17.5. OTHER REMEDIES.
Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

18. TERM AND TERMINATION OF CONTRACT.

18.1. TERM.
This Contract shall commence on the Effective Date and shall continue in effect for five (5) years with the City having the unilateral right to renew for two (2) consecutive two (2) year terms.

18.2. TERMINATION BY THE CITY.
The City may terminate the Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The forgoing payment obligation is contingent upon: (i) the Company having fully complied with Section 18.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered by each Company employee through the termination date and the percentage of completion of each task.

18.3. TERMINATION FOR DEFAULT BY EITHER PARTY.
By giving written notice to the other party, either party may terminate the Contract upon the occurrence of one or more of the following events:

a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

b. The other party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or

c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy

The Company and all their employees will, whenever on the City's premises, obey all instructions and City policies that are provided to them with respect to performing Services on the City's premises.

16.2. RESPECTFUL AND COURTEOUS BEHAVIOR.
The Company shall assure that its employees interact with City employees and with the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

16.3. REPAIR OR REPLACEMENT OF DAMAGE EQUIPMENT OR FACILITIES.
In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.

16.4. REGENERATION OF LOST OR DAMAGED DATA.
With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.

16.5. E-VERIFY.
Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

16.6. IRAN DIVESTMENT ACT.
Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or Services hereunder.

17. REMEDIES.

17.1. RIGHT TO COVER.
If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and

b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the Services exceed the amount due the Company, collect the amount due from the Company.

17.2. RIGHT TO WITHHOLD PAYMENT.
If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.

15.1.2. The Services provided by the Company under the Contract will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party;

15.1.3. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under the Contract by virtue of interruptions in the computer systems used by the Company;

15.1.4. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

15.1.5. Neither the Services, nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;

15.1.6. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;

15.1.7. All information provided by the Company about each of their employees is accurate; and

15.1.8. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.

15.2. ADDITIONAL WARRANTIES.
The Company further represents and warrants that:

15.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;

15.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

15.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;

15.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

15.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

15.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

16. OTHER OBLIGATIONS OF THE COMPANY.

16.1. WORK ON CITY'S PREMISES.

Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

12. **ACCEPTANCE OF TASKS AND DELIVERABLES** Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Deliverable(s).

    If the City Project Manager is not satisfied that the Deliverable(s) has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (a) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (b) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty- (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

    Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

13. **NON-EXCLUSIVITY.**
    The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

14. **EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.**
    Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

15. **REPRESENTATIONS AND WARRANTIES OF COMPANY.**
    15.1. GENERAL WARRANTIES.
    15.1.1. The Services shall satisfy all requirements set forth in the Contract, including but not limited to the attached Exhibits;

The duties of the City Project Manager are to (1) ensure that the Company delivers all requirements and specifications in the Contract; (2) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (3) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (4) act as the City's point of contact for all aspects of the Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.

9. **DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.**
The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

10. **COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.**
The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.

11. **BACKGROUND CHECKS.**
Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each

$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. **TIME IS OF THE ESSENCE.**
Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

6. **NON-APPROPRIATION OF FUNDS.**
If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

7. **COMPANY PROJECT MANAGER.**
The duties of the Company Project Manager include, but are not limited to:

7.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;

7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;

7.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;

7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;

7.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;

7.6. Communication among and between the City and the Company's staff;

7.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;

7.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);

7.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and

7.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.

8. **CITY PROJECT MANAGER.**

took exception to the terms of the RFP in the manner required by the RFP.

4. COMPENSATION.

4.1. TOTAL FEES AND CHARGES

The City agrees to pay the Company a fixed price (the "Purchase Price") as full and complete consideration for the satisfactory performance of all the requirements of this Contract. This amount constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties, which expressly states that it amends this Section of the Contract.

4.2. NO EXPENSES CHARGEABLE.

The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

4.3. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.

The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

4.4. INVOICES.

Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include the City purchase order number for purchases made under the Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to cocap@charlottenc.gov with Accounts Payable (or AP) in the subject line.

Invoices that are addressed directly to City departments and not to Accounts Payable may not be handled as quickly as invoices that are addressed correctly.

4.5. DUE DATE OF INVOICES.

Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

4.6. PRE-CONTRACT COSTS.

The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.

4.7. AUDIT.

During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of

EXHIBIT A – SAMPLE CITY CONTRACT

As used in this Section of the RFP, the term "Contract" shall refer to the agreement entered into between the City and the Company, and the term "Company" shall refer to the vendor that has been awarded a contract.

RECITALS

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

WHEREAS, the City desires that the Company provide certain Playground & Fitness Equipment, Surfacing, Site Accessories and Related Products and Services ("Services"), and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

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

CONTRACT

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

   1.1. EXHIBIT A: Discount Schedule, Price Lists, And Incentives

   1.2. EXHIBIT B: Installation Fees

   1.3. EXHIBIT C: National Network Of Distributors And Installers

   1.4. EXHIBIT D: Freight Rate Schedules

   1.5. EXHIBIT E: Product Warranties

   1.6. EXHIBIT F: Scope of Work

   1.7. EXHIBIT G: U.S. Communities Administrative Agreement

2. **DEFINITIONS.**
   This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **DESCRIPTION OF PRODUCTS AND SERVICES.**
   3.1. The Company shall be responsible for providing the Products and Services referenced in: (a) this Agreement, including in all Exhibits; (b) the Company's proposal; (c) the RFP; (d) the Documentation; and (e) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part the Products and Services. and incorporated herein by reference. Without limiting the foregoing, the Company's proposal will only take precedence over the RFP to the extent the Company properly

UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and
(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Kailua Kona
Kalaheo
Kalaupapa
Kamuela
Kaneohe
Kapaa
Kapaau
Kapolei
Kaumakani
Kaunakakai
Kawela Bay
Keaau
Kealakekua
Kealia
Keauhou
Kekaha
Kihei
Kilauea
Koloa
Kualapuu
Kula
Kunia
Kurtistown
Lahaina
Laie
Lanai City
Laupahoehoe
Lawai
Lihue
M C B H Kaneohe Bay
Makawao
Makaweli
Maunaloa
Mililani
Mountain View
Naalehu
Ninole
Ocean View
Ookala
Paauhau
Paauilo
Pahala
Pahoa
Paia
Papaaloa
Papaikou
Pearl City
Pearl Harbor
Pepeekeo
Princeville
Pukalani
Puunene
Schofield Barracks
Tripler Army Medical Center
Volvano
Wahiawa
Waialua
Waianae
Waikoloa
Wailuku
Waimanalo
Waimea
Waipahu
Wake Island
Wheeler Army Airfield
Brigham Young University - Hawaii
Chaminade University of Honolulu
Hawaii Business College
Hawaii Pacific University
Hawaii Technology Institute
Heald College - Honolulu
Remington College - Honolulu Campus
University of Phoenix - Hawaii Campus
Hawaii Community College
Honolulu Community College
Kapiolani Community College
Kauai Community College
Leeward Community College
Maui Community College
University of Hawaii at Hilo
University of Hawaii at Manoa
Windward Community College

State of Oregon - Department of Administrative Services	OR
Aging and People with Disabilities	OR
Department of Administrative Services	OR
Oregon State Treasury	OR
Oregon State Fair Council	OR
Oregon DEQ	OR
Procurement Services/DAS	OR
STATE OF OREGON	OR
OREGON JUDICIAL DEPARTMENT	OR
Oregon State Board of Architect Examiners	OR
City of Astoria Fire Department	OR
Columbia Gorge ESD	OR
Nehalem Bay Wastewater	OR
Association of Oregon Community Mental Health Programs	OR
VA	OR
US FISH AND WILDLIFE SERVICE	OR
Bonneville Power Administration	OR
Bureau Of Land Management	OR
Oregon Army National Guard	OR
USDA Forest Service	OR
Yellowhawk Tribal Health Center	OR
ANGELL JOB CORPS	OR
Coquille Indian Housing Authority	OR
COLLEGE HOUSING NORTHWEST	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
WEST VALLEY HOUSING AUTHORITY	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
MARION COUNTY HOUSING AUTHORITY	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Housing Authority of Yamhill County	OR
The Housing Authority of the County of Umatilla	OR
homeforward	OR
Hawaii County	
Honolulu County	
Kauai County	
Maui County	
Kalawao County	
Aiea	
Anahola	
Barbers Point N A S	
Camp H M Smith	
Captain Cook	
Eleele	
Ewa Beach	
Fort Shafter	
Haiku	
Hakalau	
Haleiwa	
Hana	
Hanalei	
Hanamaulu	
Hanapepe	
Hauula	
Hawaii National Park	
Hawaiian Ocean View	
Hawi	
Hickam AFB	
Hilo	
Holualoa	
Honaunau	
Honokaa	
Honolulu	
Honomu	
Hoolehua	
Kaaawa	
Kahuku	
Kahului	
Kailua	

PARROTT CREEK CHILD & FAM	OR
South Lane County Fire And Rescue	OR
Lake Chinook Fire & Rescue	OR
Clackamas County Water Environment Services	OR
Amity Fire District	OR
CENTRAL OREGON COMMUNITY COLLEGE	OR
UMPQUA COMMUNITY COLLEGE	OR
LANE COMMUNITY COLLEGE	OR
MT. HOOD COMMUNITY COLLEGE	OR
LINN-BENTON COMMUNITY COLLEGE	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR
PORTLAND COMMUNITY COLLEGE	OR
CHEMEKETA COMMUNITY COLLEGE	OR
ROGUE COMMUNITY COLLEGE	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR
TILLAMOOK BAY COMMUNITY COLLEGE	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR
Oregon Coast Community College	OR
Clatsop Community College	OR
North Portland Bible College	OR
OREGON COMMUNITY COLLEGE ASSOCIATION	OR
Umpqua Valley Public Defender	OR
Teacher Standards and Pracitices Commission	OR
Salem Keizer School District Purchasing	OR
Kdrv Channel 12	OR
Opta Oregon Permit Technician	OR
Oregon Forest Resources Institute	OR
Office of the Ong Term Care Ombudsman	OR
Oregon State Lottery	OR
OREGON TOURISM COMMISSION	OR
OREGON STATE POLICE	OR
OFFICE OF THE STATE TREASURER	OR
OREGON DEPT. OF EDUCATION	OR
SEIU LOCAL 503, OPEU	OR
OREGON DEPARTMENT OF FORESTRY	OR
OREGON STATE DEPT OF CORRECTIONS	OR
OREGON CHILD DEVELOPMENT COALITION	OR
OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
OREGON OFFICE OF ENERGY	OR
OREGON STATE BOARD OF NURSING	OR
BOARD OF MEDICAL EXAMINERS	OR
OREGON LOTTERY	OR
OREGON BOARD OF ARCHITECTS	OR
SANTIAM CANYON COMMUNICATION CENTER	OR
OREGON DEPT OF TRANSPORTATION	OR
OREGON TRAVEL INFORMATION COUNCIL	OR
OREGON DEPARTMENT OF EDUCATION	OR
OREGON DEPT. OF CORRECTIONS	OR
DEPARTMENT OF ADMINISTRATIVE SERVICES	OR
Oregon Board of Massage Therapists	OR
Oregon Tradeswomen	OR
Oregon Convention Center	OR
OREGON SCHL BRDS ASSOCIAT	OR
Central Oregon Home Health and Hos	OR
Oregon Health Care Quality Cor	OR
OREGON DEPARTMENT OF HUMAN SERVICES	OR
Oregon Air National Guard	OR
Training & Employment	OR

City of Cornelius, OR	OR
Toledo Police Department	OR
City of Independence	OR
City of Cascade Locks	OR
City of Columbia City	OR
City of Baker City	OR
McMinnville Water & Light	OR
City of Pendleton Parks & Recreation	OR
CITY OF HEPPNER	OR
CITY OF SWEETHOME	OR
CITY OF THE DALLES	OR
CLACKAMAS FIRE DIST#1	OR
DESCHUTES PUBLIC LIBRARY	OR
STAYTON FIRE DISTRICT	OR
Lake County Chamber of Commerce Inc	OR
City of Ontario	OR
City of Corvallis Parks and Recreation	OR
North Lincoln Fire & Rescue #1	OR
Gresham Police Department	OR
City of Harrisburg	OR
Gladstone Public Library	OR
City of Portland Parks Bureau	OR
City of Astoria Parks Dept.	OR
Seaside Fire & Rescue	OR
Florence Police Department	OR
City Of North Bend	OR
City of Union	OR
City of Nehalem	OR
City of Richland	OR
CITY OF LINCOLN CITY	OR
City of Donald	OR
City of Milton-Freewater	OR
CITY OF SCIO	OR
City of Forest Grove	OR
City Govrnment	OR
City of Mt. Angel	OR
Albany Police Department	OR
Umatilla Electric Cooperative	OR
WATER ENVIRONMENT SERVICES	OR
Polk County Fire District No.1	OR
Clatsop Care Health District-Clatsop Retirement Village	OR
Netarts-Oceanside RFPD	OR
UIUC	OR
Rogue River Fire District	OR
Aurora Rural FIre District	OR
Tillamook County Emergency Communications District	OR
Southern Coos Hospital	OR
Oregon Cascades West Council of Governments	OR
MULTONAH COUNTY DRAINAGE DISTRICT #1	OR
PORT OF BANDON	OR
OR INT'L PORT OF COOS BAY	OR
MID-COLUMBIA CENTER FOR LIVING	OR
DESCHUTES COUNTY RFPD NO.2	OR
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OR
PACIFIC STATES MARINE FISHERIES COMMISSION	OR
CENTRAL OREGON IRRIGATION DISTRICT	OR
MARION COUNTY FIRE DISTRCT #1	OR
COLUMBIA RIVER PUD	OR
SANDY FIRE DISTRICT NO. 72	OR
BAY AREA HOSPITAL DISTRICT	OR
NEAH KAH NIE WATER DISTRICT	OR
PORT OF UMPQUA	OR
EAST MULTNOMAH SOIL AND WATER CONSERVANCY	OR
Benton Soil & Water Conservation District	OR
DESCHUTES PUBLIC LIBRARY SYSTEM	OR
CLEAN WATER SERVICES	OR
North Douglas County Fire & EMS	OR
Crooked River Ranch Rural Fire Protection District	OR

CITY OF MOSIER	OR
CITY OF NEWBERG	OR
CITY OF OREGON CITY	OR
CITY OF PILOT ROCK	OR
CITY OF POWERS	OR
RAINIER POLICE DEPARTMENT	OR
CITY OF REEDSPORT	OR
CITY OF RIDDLE	OR
CITY OF SCAPPOOSE	OR
CITY OF SEASIDE	OR
CITY OF SILVERTON	OR
CITY OF STAYTON	OR
City of Troutdale	OR
CITY OF TUALATIN, OREGON	OR
CITY OF WARRENTON	OR
CITY OF WEST LINN/PARKS	OR
CITY OF WOODBURN	OR
CITY OF TIGARD, OREGON	OR
CITY OF AUMSVILLE	OR
CITY OF PORT ORFORD	OR
CITY OF EAGLE POINT	OR
CITY OF WOOD VILLAGE	OR
St. Helens, City of	OR
CITY OF WINSTON	OR
CITY OF COBURG	OR
CITY OF NORTH PLAINS	OR
CITY OF GERVAIS	OR
CITY OF YACHATS	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR
PORTLAND DEVELOPMENT COMMISSION	OR
CITY OF CANNON BEACH OR	OR
CITY OF ST. PAUL	OR
CITY OF ADAIR VILLAGE	OR
CITY OF WILSONVILLE	OR
CITY OF HAPPY VALLEY	OR
CITY OF SHADY COVE	OR
CITY OF LAKESIDE	OR
CITY OF MILLERSBURG	OR
CITY OF GATES	OR
KEIZER POLICE DEPARTMENT	OR

CITY OF DUNDEE	OR
CITY OF AURORA	OR
THE CITY OF NEWPORT	OR
CITY OF ALBANY	OR
CITY OF ASHLAND	OR
CITY OF LEBANON	OR
CITY OF PORTLAND	OR
CITY OF SALEM	OR
CITY OF SPRINGFIELD	OR
METRO	OR
CITY OF BURNS	OR
CITY OF COTTAGE GROVE	OR
CITY OF DALLAS	OR
CITY OF FALLS CITY	OR
CITY OF PHOENIX	OR
CITY OF PRAIRIE CITY	OR
CITY OF REDMOND	OR
CITY OF SHERWOOD	OR
City of junction city	OR
City of Florence	OR
Columbia Gorge Community	OR
City of Dayton	OR
City of Carlton	OR
City of Pendleton Convention Center	OR
City of Monmouth	OR
City of Philomath	OR
City of Sheridan	OR
Seaside Public Library	OR
City of Yoncalla	OR
La Grande Police Department	OR
Cove City Hall	OR
NW PORTLAND INDIAN HEALTH BOARD	OR
Portland Patrol Services	OR
City Of Bend	OR
City Of Coquille	OR
City Of Molalla	OR
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
City of St. Helens	OR
City of North Powder	OR
City of Eugene	OR

Banks Fire District #13	OR
KLAMATH COUNTY 9-1-1	OR
GLENDALE RURAL FIRE DISTRICT	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR
CLACKAMAS RIVER WATER	OR
NW POWER POOL	OR
Lowell Rural Fire Protection District	OR
TriMet Transit	OR
Estacada Rural Fire District	OR
Keizer Fire District	OR
State Accident Insurance Fund Corporation	OR
Bend Metro Park & Recreation District	OR
Port of Hood River	OR
La Pine Park & Recreation District	OR
Brookings- HArbor School District 17c	OR
Siuslaw Public Library District	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
Columbia River Fire & Rescue	OR
Fern Ridge Library District	OR
Bend Park and Recreation District	OR
Port of Garibaldi	OR
Seal Rock Water District	OR
Rockwood Water P.U.D.	OR
Tillamook Fire District	OR
Tillamook County Transportation Dist	OR
Central Lincoln People's Utility District	OR
Jefferson Park and Recreation	OR
City of Monmouth / Public Works	OR
McMinnville Police Department	OR
Long Creek School District	OR
City of Sublimity	OR
City of Central Point Parks and Recreation	OR
Gearhart Fire Department	OR
Woodburn City Of	OR
Brookings Fire / Rescue	OR
City of Veneta	OR
CITY OF DAMASCUS	OR
Hermiston Fire & Emergency Svcs	OR
CEDAR MILL COMMUNITY LIBRARY	OR
CITY OF LAKE OSWEGO	OR
LEAGUE OF OREGON CITIES	OR
CITY OF SANDY	OR
CITY OF ASTORIA OREGON	OR
CITY OF BEAVERTON	OR
CITY OF BOARDMAN	OR
CITY OF CANBY	OR
CITY OF CANYONVILLE	OR
CITY OF CENTRAL POINT POLICE DEPARTMENT	OR
CITY OF CLATSKANIE	OR
CITY OF CONDON	OR
CITY OF COOS BAY	OR
CITY OF CORVALLIS	OR
CITY OF CRESWELL	OR
CITY OF ECHO	OR
CITY OF ESTACADA	OR
CITY OF EUGENE	OR
CITY OF FAIRVIEW	OR
CITY OF GEARHART	OR
CITY OF GOLD HILL	OR
CITY OF GRANTS PASS	OR
CITY OF GRESHAM	OR
CITY OF HILLSBORO	OR
CITY OF HOOD RIVER	OR
CITY OF JOHN DAY	OR
CITY OF KLAMATH FALLS	OR
CITY OF LA GRANDE	OR
CITY OF MALIN	OR
CITY OF MCMINNVILLE	OR
CITY OF HALSEY	OR
CITY OF MEDFORD	OR
CITY OF MILL CITY	OR
CITY OF MILWAUKIE	OR
CITY OF MORO	OR

CONFLUENCE ENVIRONMENTAL CENTE	OR
A&I Benefit Plan Administrators, Inc.	OR
K Churchill Estates	OR
CSC HEAD START	OR
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR
crescent grove cemetery	OR
Port of Toledo	OR
Roseburg Police Department	OR
Molalla Rural Fire Protection District	OR
MONMOUTH - INDEPENDENCE NETWORK	OR
EUGENE WATER & ELECTRIC BOARD	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR
GLADSTONE POLICE DEPARTMENT	OR
GOLD BEACH POLICE DEPARTMENT	OR
THE NEWPORT PARK AND RECREATION CENTER	OR
RIVERGROVE WATER DISTRICT	OR
TUALATIN VALLEY FIRE & RESCUE	OR
GASTON RURAL FIRE DEPARTMENT	OR
CITY COUNTY INSURANCE SERVICES	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR
SOUTH FORK WATER BOARD	OR
SUNSET EMPIRE PARK AND RECREATION	OR
SPRINGFIELD UTILITY BOARD	OR
Tillamook Urban Renewal Agency	OR
Netarts Water District	OR
OAK LODGE SANITARY DISTRICT	OR
Boardman Rural Fire Protection District	OR
Tualatin Soil and Water Conservation District	OR
Silverton Fire District	OR
Lewis and Clark Rural Fire Protection District	OR
Rainbow Water District	OR
Illinois Valley Fire District	OR
Clatskanie RFPD	OR
PORT OF TILLAMOOK BAY	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
REGIONAL AUTOMATED INFORMATION NETWORK	OR
OAK LODGE WATER DISTRICT	OR
THE PORT OF PORTLAND	OR
WILLAMALANE PARK AND RECREATION DISTRICT	OR
TUALATIN VALLEY WATER DISTRICT	OR
UNION SOIL & WATER CONSERVATION DISTRICT	OR
LANE EDUCATION SERVICE DISTRICT	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
PORT OF SIUSLAW	OR
CHEHALEM PARK AND RECREATION DISTRICT	OR
PORT OF ST HELENS	OR
LANE TRANSIT DISTRICT	OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
HOODLAND FIRE DISTRICT NO.74	OR
MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
SALEM AREA MASS TRANSIT DISTRICT	OR

Harvest Church	OR
Sociecty of American Foresters	OR
Clackamas River Water Providers	OR
eickhoff dev co inc	OR
Cornerstone Association Inc	OR
The Klamath Tribe	OR
advocate care	OR
Cannon Beach Fire	OR
Life Flight Network LLC	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR
COVENANT RETIREMENT COMMUNITIES	OR
PENTAGON FEDERAL CREDIT UNION	OR
SAIF CORPORATION	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
LANE ELECTRIC COOPERATIVE	OR
USAGENCIES CREDIT UNION	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR
SPIRIT WIRELESS	OR
Kartini Clinic	OR
Astra	OR
Beit Hallel	OR
Cvalco	OR
Elderhealth and Living	OR
OREGON CORRECTIONS ENTERPRISES	OR
OREGON STATE HOSPITAL	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR
Clatskanie People's Utility District	OR
PIONEER COMMUNITY DEVELOPMENT	OR
MARION COUNTY HEALTH DEPT	OR
Ricoh USA	OR
Heartfelt Obstetrics & Gynecology	OR
Coquille Economic Development Corporation	OR
CITY/COUNTY INSURANCE SERVICE	OR
COMMUNITY CYCLING CENTER	OR
Shangri La	OR
Portland Impact	OR
Eagle Fern Camp	OR
KLAMATH FAMILY HEAD START	OR
RIVER CITY DANCERS	OR
Oregon Permit Technical Association	OR
KEIZER EAGLES AERIE 3895	OR
Pgma/Cathie Bourne	OR
Sunrise Water	OR
Burns Paiute Tribe	OR
Oregon Public Broadcasting	OR
La Grande Family Practice	OR
Linn Benton Lincoln Educational Services District	OR
Ricoh USA	OR
Sphere MD	OR
BIENESTAR, INC.	OR
sunrise water authority	OR
Mountain Valley Therapy	OR
EAstern Oregon Trade and Event Center	OR
Waste-Pro	OR
NPKA	OR
IBEW280	OR
Confederated Tribes of Warm Springs	OR
Point West Credit Union	OR
Oregon State Credit Union	OR
PIONEER TELEPHONE COOPERATIVE	OR
Halsey-Shedd Fire District	OR
Northwest Power and Conservation Council	OR
Oregon Funeral Directors Association	OR
Nez Perce Tribe	OR
Obsidian Urgent Care, P.C.	OR
First Presbyterian Church of La Grande	OR

Southwest Neighborhoods, Inc	OR
Wallowa Valley Center For Wellness	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
Portland Yacht Club	OR
League of Women Voters	OR
Oregon & Southern Idaho District Council of Laborers'	OR
Portland Police Sunshine Division	OR
Curry Health Network	OR
United Way of Lane County	OR
The Lighthouse School	OR
Great Portland Bible	OR
College Possible	OR
Unithed Way	OR
Community Energy Project	OR
Bridgeport Community Chapel	OR
Portland Oregon Visitors Association	OR
Southern Oregon Project Hope	OR
Our United Villages	OR
Samaritan Health Services Inc.	OR
Santiam Assembly of God	OR
CASCADES WEST FINANCIAL SERVICES IN	OR
Kilchis House	OR
Calvary Assembly of God	OR
Lake Grove Presbyterian Church	OR
Grace Lutheran School	OR
Western Mennonite School	OR
OEA CHOICE TRUST	OR
American Tinnitus Association	OR
Oregon Coast Aquarium, Inc.	OR
HOPE POINT CHURCH	OR
Unitus Community Credit Union	OR
St John the Baptist Greek Orthodox Church	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
St Andrews Presbyterian	OR
Oregon Rural Electric Cooperative Association	OR

THE MILL CASINO	OR
Oregon State University	OR
Treasure Valley Community College	OR
Unviersity of Oregon	OR
OREGON UNIVERSITY SYSTEM	OR
University of Western States	OR
GEORGE FOX UNIVERSITY	OR
LEWIS AND CLARK COLLEGE	OR
PACIFIC UNIVERSITY	OR
REED COLLEGE	OR
WILLAMETTE UNIVERSITY	OR
LINFIELD COLLEGE	OR
MULTNOMAH BIBLE COLLEGE	OR
NORTHWEST CHRISTIAN COLLEGE	OR
NATIONAL COLLEGE OF NATURAL MEDICINE	OR
BLUE MOUNTAIN COMMUNITY COLLEGE	OR
PORTLAND STATE UNIV.	OR
CLACKAMAS COMMUNITY COLLEGE	OR
MARYLHURST UNIVERSITY	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR
BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
pacific u	OR
UNIVERSITY OF OREGON	OR
CONCORDIA UNIV	OR
Marylhurst University	OR
Corban College	OR
Oregon Center For Advanced T	OR
UNIVERSITY OF PORTLAND	OR
Portland Actors Conservatory	OR
University Of Oregon Athletics Department	OR
Ecola Bible School	OR
WARNERPACIFIC COLG	OR
Beta Omega Alumnae	OR
Oregon Institute of Technology	OR
EASTERN OREGON UNIVERSITY	OR
Wilco Farmers	OR

Korean Central Covenant Church of Eugene	OR
Yankton Baptist Church	OR
BioGift Anatomical	OR
Lower Columbia Estuary Partnership	OR
Mt Hood Hospice	OR
Opportunity Foundation of central Oregon	OR
Constructing Hope	OR
Sprinkfield Elks #2145	OR
Abuse Recovery Ministry & Services	OR
Oasis Shelter Home	OR
ST HENRYS CHURCH	OR
Nehalem Bay House	OR
UNITED METHODIST CHURCH	OR
p:ear	OR
Health Share of Oregon	OR
St. Peter Catholic Church	OR
Mid Willamette Valley Community Action	OR
A Hope For Autism Foundation	OR
NW Sport Fishing	OR
Breast Friends	OR
SEPTL Southeast Portland Tool Library	OR
Kids Unllimited Academy	OR
Cappella Romana	OR
National Christian Community Foundation	OR
Legal Aid Services of Oregon LITC	OR
Willamette Valley Babe Ruth	OR
Center For Continuous Improvement	OR
Northwest Center for Alternatives to Pesticides	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR
The Followers of Christ Church of Oregon City	OR
SEIU Local 49	OR
Emerald Media Group	OR
West Hills Christian School	OR
Trillium Sprigs	OR
Smith Memorial Presbyterian Church	OR
Western Arts Alliance	OR
Youth Dynamics	OR
Ashland Art Center	OR
Apostolic Church of Jesus Christ	OR
DOUGLAS FOREST PROTECTIVE	OR
Oregon Lyme Disease Network	OR
Ecotrust	OR
SPECIAL MOBILITY SERVICES	OR
Bethlehem Christian Pre-School	OR
Historical Outreach Foundation	OR
Teras Interventions and Counseling Inc	OR
Brooklyn Primary PTO	OR
Mountain View Academy	OR
Salem Area Chamber of Commerce	OR
First Congregational Chrch	OR
OREGON STATE FAIR	OR
Tri-County Chamber of Commerce Inc	OR
Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Center for Human Development	OR
SafeHaven Humane Society	OR
Rainier Assembly of God	OR
EUGENE CHRISTIAN FELLOWSHIP	OR
Bridges to Change	OR
DePaul Treatment Centers, Inc.	OR
Ministerio International Casa	OR
New Paradise Worship Center	OR
Mission Increase Foundation	OR
Curry Public Transit Inc	OR
THREE RIVERS CASINO	OR
Brookings Harbor Christian School	OR
Bethesda Lutheran Church	OR
Legacy Mt. Hood Medical Center	OR
Adelante Mujeres	OR
Yamhill Community Care Organization	OR
Portland Japanese Garden	OR
The Madeleine Parish	OR
The Tucker-Maxon Oral School	OR

Rural Development Initiatives	OR
Jason Lee Manor/UMRC	OR
Jesus Pursuit Church	OR
YMCA of Marion and Polk Counties	OR
PacificSource Health	OR
Faith Christian Fellowship	OR
Brookings Elks Lodge	OR
Tualatin Lacrosse Club	OR
Tillamook Seventh Day Adventist Church	OR
Oregon Jewish Community Foundation	OR
East River Fellowship	OR
Holy Family Academy	OR
FIRST BAPTIST CHURCH OF EUGENE	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR
Peace Lutheran Church	OR
Living Word Christian Center	OR
Housing Authority of Douglas County	OR
Vietnamese Christian Community Church	OR
Forest Park Conservancy	OR
Friends for Animals	OR
Family Building Blocks	OR
Goodwill Industries of Lane and South Coast	OR
Agia Sophia Academy	OR
Friends of Driftwood Library	OR
Consumers Power Inc.	OR
A. C. Gilbert's Discovery Village	OR
First Lutheran Church of Astoria	OR
Fund For Christian Charity	OR
Deer Meadow Assisted Living	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR
Umpqua Basin Water Association	OR
Alpha Lambda House Corporation	OR
St John Fisher Catholic Church Portland Oregon	OR
Eugene Creative Care	OR
The Church of Christ of Latter Day Saints	OR
Cascade Height Public Charter School PTA	OR
G.O.B.H.I	OR
Association of Oregon Corrections EMployees, Inc.	OR
A Jesus Church Family	OR
300 Main Inc	OR
Southwestern Oregon Public Defender Services, Inc.	OR
Albertina Kerr Centers	OR
Dufur Christian Church	OR
St. Matthew Catholic School	OR
Serendipity Center Inc	OR
Yellowhawk Tribal Health	OR
CASA of Marion County	OR
Oregoinans for Food & Shelter	OR
Westside Church of Christ Inc	OR
Northwest Family Services	OR
Network Charter School	OR
Ride Connecton	OR
Parenting Now!	OR
Christian Church of Woodburn	OR
Verde	OR
Native American Youth and Family Center Early College Academy	OR
USO Northwest	OR
Norkenzie Christian Church	OR
Little Flower Development Center	OR
TLO Farms	OR
Evergreen Wings and Waves	OR
Ascension Episcopal Parish	OR
Center for Family Development	OR
West Salem Foursquare Church	OR
Good Samaritan Ministry	OR
Grace Lutheran Church of Molalla	OR
Trinity Lutheran	OR
HOPE LUTHERAN CHURCH	OR
Mount Pisgah Arboretum	OR
Redeemer Lutheran Church	OR
Disjecta Contemporary Art Center	OR

Children's Relief Nursery	OR
Home Builders	OR
New Life Baptist Church	OR
Feral Cat Awareness Team	OR
Florence United Methodist Church	OR
World of Speed	OR
SW Community Health Center	OR
Energy Trust of Oregon	OR
St. Vincent de Paul Church	OR
Fr. Bernard Youth Center	OR
Oregon Psychoanalytic Center	OR
Store to Door	OR
Oregon Translational Research and Development Insitute	OR
Depaul Industries	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR
SELCO Community Credit Union	OR
Prairie Baptist Church	OR
North Coast Christian Church	OR
Union County Economic Development Corp.	OR
Camelto Theatre Company	OR
Camp Fire Columbia	OR
TAKE III OUTREACH	OR
Rolling Hills Community Church	OR
Eugene Swim and Tennis Club	OR
Summa Institute	OR
Amani Center	OR
Billy Webb Elks lodge #1050	OR
Silverton Senior Center	OR
First Evangelical Presbyterian Church of Oregon City	OR
Joyful Servant Lutheran Church	OR
Sandy Seventh-day Adventist Church	OR
Muddy Creek Charter School	OR
A FAMILY FOR EVERY CHILD	OR
1000 FRIENDS OF OREGON	OR
OREGON PEDIATRIC SOCIETY	OR
NONPROFIT ASSOCIATION OF OREGON	OR
LUKE DORF INC	OR
FAMILY CARE INC	OR
MEDICAL TEAMS INTL	OR
Clean Slate Canine Rescue & Rehabilitation	OR
St. Martins Episcopal church	OR
Food for Lane County	OR
Clatsop Behavioral Healthcare	OR
columbia gorge discovery center and museum	OR
NAMI of Washington County	OR
American Legion Aloha Post 104	OR
The Dalles Art Association	OR
Temple Beth Israel	OR
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
Rose Haven	OR
Dallas Church	OR
OREGON STATE UNIVERSITY BOOKSTORE INC	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
FAIRFIELD BAPTIST CHURCH	OR
Sexual Assault Support Services	OR
Neskowin Valley School	OR
RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
St. Joseph Shelter	OR
The Inn Home for Boys, Inc.9138	OR
MCKENZIEWATERSHED COUNCIL	OR
Opportunity Connections	OR
MENNONITE HOME OF ALBANY INC	OR
Oregon Technical Assistance Corporation	OR
Oregon And Southern Idaho Laborers Employers Training School	OR
New Life Fellowship Church of God	OR
Gladstone Senior Center	OR
Education Travel & Culture, Inc.	OR

Ontrack Inc.	OR
Calvin Presbyterian Church	OR
HOLT INTL CHILD	OR
St John The Baptist Catholic	OR
Portland Foursquare Church	OR
Portland Christian Center	OR
Church Extension Plan	OR
Occu Afghanistan Relief Effort	OR
EUGENE FAMILY YMCA	OR
Christ The King Parish and School	OR
Newberg Christian Church	OR
First United Methodist Church	OR
Zion Lutheran Church	OR
Southwest Bible Church	OR
Community Works Inc	OR
Masonic Lodge Pearl 66	OR
Molalla Nazarene Church	OR
Transition Projects, Inc	OR
St Michaels Episcopal Church	OR
Saint Johns Catholich Church	OR
Access Inc	OR
Community Learning Center	OR
Old Mill Center for Children and Families	OR
Sunny Oaks Inc	OR
Hospice Center Bend La Pine	OR
Westside Foursquare Church	OR
Relief Nursery Inc	OR
Morning Star Community Church	OR
MULTNOMAH DEFENDERS INC	OR
Providence Health System	OR
Holy Trinity Catholic Church	OR
Holy Redeemer Catholic Church	OR
Alliance Bible Church	OR
CARE OREGON	OR
Mid Columbia Childrens Council	OR
HUMANE SOCIETY OF REDMOND	OR
Our Redeemer Lutheran Church	OR
Kbps Public Radio	OR
Skyball Salem Keizer Youth Bas	OR
Open Technology Center	OR
Grace Chapel	OR
CHILDREN'S MUSEUM 2ND	OR
Solid Rock	OR
West Chehalem Friends Church	OR
Guide Dogs For The Blind	OR
Aldersgate Camps and Retreats	OR
St. Katherine's Catholic Church	OR
The Alliance NW of the Christian & Missionary Alliance	OR
Bags of Love	OR
Grand View Baptist Church	OR
Green Electronics Council	OR
Scottish Rite	OR
Western Wood Products Association	OR
THE NEXT DOOR	OR
NATIONAL PSORIASIS FOUNDATION	OR
NEW BEGINNINGS CHRISTIAN CENTER	OR
HIGHLAND UNITED CHURCH OF CHRIST	OR
OREGON REPERTORY SINGERS	OR
HIGHLAND HAVEN	OR
FAIR SHARE RESEARCH AND EDUCATION FUND	OR
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR
First Baptist Church of Enterprise	OR
The Canby Center	OR
REDMOND FIRE & RESCUE	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR
McKenzie Personnel Systems	OR
OSLC COMMUNITY PROGRAMS OCP	OR
Oregon Nikkei Endowment	OR
Grace Community Church	OR
Eastern Oregon Alcoholism Foundation	OR
Grantmakers for Education	OR
The Spiral Gallery	OR
The ALS Association Oregon and SW Washington Chapter	OR

Friends of the Opera House	OR
Jackson-Josephine 4-C Council	OR
North Coast Family Fellowship	OR
P E C I	OR
Childswork Learning Center	OR
Portland Schools Alliance	OR
New Artists Performing Arts Productions, Inc.	OR
Relief Nursery	OR
St. Mary's Episcopal Church	OR
Viking Sal Senior Center	OR
Boys and Girls Club of the rogue valley	OR
Lincoln City Chamber of Commerce	OR
DrupalCon Inc., DBA Drupal Association	OR
Albany Partnership for Housing and Community Development	OR
SEED OF FAITH MINISTRIES	OR
Hermiston Christian Center & School	OR
SALEM FREE CLINICS	OR
Dress for Success Oregon	OR
Beaverton Rock Creek Foursquare Church	OR
St Paul Catholic Church	OR
St Mary's Catholic School and Parish	OR
Polk Soil and Water Conservation District	OR
Street Ministry	OR
La Grande Church of the Nazarene	OR
Spruce Villa, Inc.	OR
OREGON SCHOOL BOARDS ASSOCIATION	OR
House of Prayer for All Nations	OR
Sacred Heart Catholic Church	OR
African American Health Coaliton, Inc.	OR
Happy Canyon Company	OR
Village Home Education Resource Center	OR
Monet's Children's Circle	OR
Cascade Housing Association	OR
Dayspring Fellowship	OR
Northwest Habitat Institute	OR
Winding Waters Medical Clinic	OR
First Baptist Church	OR
The Nature Conservancy, Willamette Valley Field Office	OR
Serenity Lane Health Services	OR
Portland Community Reinvestment Initiatives, Inc.	OR
Christians As Family Adovates	OR
GeerCrest Farm & Historical Society	OR
College United Methodist Church	OR
The Collins Foundation	OR
Prince of Peace Lutheran Church & School	OR
NEDCO	OR
Salem Evangelical Church	OR
Wild Lilac Child Development Community	OR
Daystar Education, Inc.	OR
Oregon Social Learning Center	OR
Pain Society of Oregon	OR
environmental law alliance worldwide	OR
Community in Action	OR
Safe Harbors	OR
FIRST CHRISTIAN CHURCH	OR
Pacific Classical Ballet	OR
Depaul Industries	OR
African American Health Coalition	OR
Jesus Prayer Book	OR
Coalition Of Community Health	OR
River Network	OR
CCI Enterprises Inc	OR
Oregon Nurses Association	OR
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	OR
Mount Angel Abbey	OR
YMCA OF ASHLAND	OR
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES	OR
Multnomah Law Library	OR
Friends Of Tryon Creek State P	OR

EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	OR
SELF ENHANCEMENT INC.	OR
FRIENDS OF THE CHILDREN	OR
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OR
COMMUNITY VETERINARY CENTER	OR
PORTLAND SCHOOLS FOUNDATION	OR
SUSTAINABLE NORTHWEST	OR
OREGON DEATH WITH DIGNITY	OR
BIRCH COMMUNITY SERVICES, INC.	OR
BAY AREA FIRST STEP, INC.	OR
OSLC COMMUNITY PROGRAMS	OR
EN AVANT, INC.	OR
ASHLAND COMMUNITY HOSPITAL	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR
BONNEVILLE ENVIRONMENTAL FOUNDATION	OR
SUMMIT VIEW COVENANT CHURCH	OR
SALMON-SAFE INC.	OR
BETHEL CHURCH OF GOD	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR
SAINT ANDREW NATIVITY SCHOOL	OR
BARLOW YOUTH FOOTBALL	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR
TOUCHSTONE PARENT ORGANIZATION	OR
CANCER CARE RESOURCES	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR
SCIENCEWORKS	OR
WORD OF LIFE COMMUNITY CHURCH	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR
OREGON PROGRESS FORUM	OR
CENTER FOR RESEARCH TO PRACTICE	OR
WESTERN RIVERS CONSERVANCY	OR
UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
EUGENE BALLET COMPANY	OR
EAST WEST MINISTRIES INTERNATIONAL	OR
SISKIYOU INITIATIVE	OR
EDUCATIONAL POLICY IMPROVEMENT CENTER	OR
North Pacific District of Foursquare Churches	OR
CATHOLIC CHARITIES	OR
FIRST CHURCH OF THE NAZARENE	OR
WESTSIDE BAPTIST CHURCH	OR
Housing Development Center	OR
Hoodview Christian Church	OR
Child Evangelism Fellowship	OR
Little Promises Chlildren's Program	OR
UNION GOSPEL MISSION	OR
GRACE BAPTIST CHURCH	OR
COMMUNITY ACTION ORGANIZATION	OR
OUTSIDE IN	OR
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
ELAW	OR
COMMUNITY HEALTH CENTER, INC	OR
Greater Portland INC	OR
Eugene Builders Exchange	OR
Boys & Girls Club of Corvallis	OR
Southeast Uplift Neighborhood Coalition	OR
First United Presbyterian Church	OR
PDX Wildlife	OR

EMMAUS CHRISTIAN SCHOOL	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR
SAINT CATHERINE OF SIENA CHURCH	OR
PORT CITY DEVELOPMENT CENTER	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR
CENTRAL CITY CONCERN	OR
CANBY FOURSQUARE CHURCH	OR
EMERALD PUD	OR
VERMONT HILLS FAMILY LIFE CENTER	OR
BENTON HOSPICE SERVICE	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
COMMUNITY CANCER CENTER	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR
WILD SALMON CENTER	OR
BROAD BASE PROGRAMS INC.	OR
SUNNYSIDE FOURSQUARE CHURCH	OR
TRAINING EMPLOYMENT CONSORTIUM	OR
RELEVANT LIFE CHURCH	OR
211INFO	OR
SONRISE CHURCH	OR
LIVING WAY FELLOWSHIP	OR
Women's Safety & Resource Center	OR
SEXUAL ASSAULT RESOURCE CENTER	OR
IRCO	OR
NORTHWEST YOUTH CORPS	OR
TILLAMOOK CNTY WOMENS CRISIS CENTER	OR
SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
CLASSROOM LAW PROJECT	OR
YOUTH GUIDANCE ASSOC.	OR
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND	OR
ELMIRA CHURCH OF CHRIST	OR
JASPER MOUNTAIN	OR
ACUMENTRA HEALTH	OR
WORKSYSTEMS INC	OR
COVENANT CHRISTIAN HOOD RIVER	OR
OREGON DONOR PROGRAM	OR
NAMI OREGON	OR
OLIVET BAPTIST CHURCH	OR
SILVERTON AREA COMMUNITY AID	OR
CONFEDERATED TRIBES OF GRAND RONDE	OR
NEIGHBORIMPACT	OR
CATHOLIC COMMUNITY SERVICES	OR
NEW AVENUES FOR YOUTH INC	OR
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR
DECISION SCIENCE RESEARCH INSTITUTE, INC.	OR
WESTERN STATES CENTER	OR
HIV ALLIANCE, INC	OR
PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR
FANCONI ANEMIA RESEARCH FUND INC.	OR
BLIND ENTERPRISES OF OREGON	OR
OREGON BALLET THEATRE	OR
SMART	OR
All God's Children International	OR
FARMWORKER HOUISNG DEV CORP	OR
UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
REGIONAL ARTS AND CULTURE COUNCIL	OR
THE EARLY EDUCATION PROGRAM, INC.	OR
MACDONALD CENTER	OR

ACTION	
EDUCATION NORTHWEST	OR
COMMUNITY ACTION TEAM, INC.	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR
SPARC ENTERPRISES	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR
SALEM ALLIANCE CHURCH	OR
Lane Council of Governments	OR
FORD FAMILY FOUNDATION	OR
TRAILS CLUB	OR
NEWBERG FRIENDS CHURCH	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
CITY BIBLE CHURCH	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR
PORTLAND WOMENS CRISIS LINE	OR
THE SALVATION ARMY - CASCADE DIVISION	OR
WILLAMETTE FAMILY	OR
WHITE BIRD CLINIC	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
HOUSING NORTHWEST	OR
OREGON ENVIRONMENTAL COUNCIL	OR
MEALS ON WHEELS PEOPLE, INC.	OR
FAITH CENTER	OR
Bob Belloni Ranch, Inc.	OR
GOOD SHEPHERD COMMUNITIES	OR
SACRED HEART CATHOLIC DAUGHTERS	OR
HELP NOW! ADVOCACY CENTER	OR
TENAS ILLAHEE CHILDCARE CENTER	OR
SUNRISE ENTERPRISES	OR
LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
SERENITY LANE	OR
EAST HILL CHURCH	OR
LA GRANDE UNITED METHODIST CHURCH	OR
COAST REHABILITATION SERVICES	OR
Edwards Center Inc	OR
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
NEW HOPE COMMUNITY CHURCH	OR
KLAMATH HOUSING AUTHORITY	OR
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.	OR
SPONSORS, INC.	OR
COLUMBIA COMMUNITY MENTAL HEALTH	OR
ADDICTIONS RECOVERY CENTER, INC	OR
METRO HOME SAFETY REPAIR PROGRAM	OR
OREGON SUPPORTED LIVING PROGRAM	OR
SOUTH COAST HOSPICE, INC.	OR
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
The International School	OR
REBUILDING TOGETHER - PORTLAND INC.	OR
PENDLETON ACADEMIES	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR
DOGS FOR THE DEAF, INC.	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR

HOUSING AUTHORITY OF LINCOLN COUNTY	OR
RENEWABLE NORTHWEST PROJECT	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
CONSERVATION BIOLOGY INSTITUTE	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR
OREGON EDUCATION ASSOCIATION	OR
HEARING AND SPEECH INSTITUTE INC	OR
SALEM ELECTRIC	OR
MORRISON CHILD AND FAMILY SERVICES	OR
JUNIOR ACHIEVEMENT	OR
CENTRAL BIBLE CHURCH	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR
TRILLIUM FAMILY SERVICES, INC.	OR
YWCA SALEM	OR
PORTLAND ART MUSEUM	OR
SAINT JAMES CATHOLIC CHURCH	OR
SOUTHERN OREGON HUMANE SOCIETY	OR
VOLUNTEERS OF AMERICA OREGON	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
METROPOLITAN FAMILY SERVICE	OR
OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
FIRST UNITARIAN CHURCH	OR
ST. ANTHONY CHURCH	OR
Good Shepherd Medical Center	OR
Salem Academy	OR
GEN CONF OF SDA CHURCH WESTERN OR	OR
PORTLAND ADVENTIST ACADEMY	OR
ST VINCENT DE PAUL	OR
OUTSIDE IN	OR
UNITED CEREBRAL PALSY OF OR AND SW WA	OR
WILLAMETTE VIEW INC.	OR
PORTLAND HABILITATION CENTER, INC.	OR
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
ROSE VILLA, INC.	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
ROGUE FEDERAL CREDIT UNION	OR
Oregon Research Institute	OR
WILLAMETTE LUTHERAN HOMES, INC	OR
LANE MEMORIAL BLOOD BANK	OR
PORTLAND JEWISH ACADEMY	OR
LANECO FEDERAL CREDIT UNION	OR
GRANT PARK CHURCH	OR
ST. MARYS OF MEDFORD, INC.	OR
US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
FAITHFUL SAVIOR MINISTRIES	OR
OREGON CITY CHURCH OF THE NAZARENE	OR
OREGON COAST COMMUNITY	OR

Community Connection of Northeast Oregon, Inc.	OR
St Mark Presbyterian Church	OR
Living Opportunities, Inc.	OR
Coos Art Museum	OR
OETC	OR
Blanchet House of Hospitality	OR
Garten Services Inc	OR
Incite Incorporated	OR
Merchants Exchange of Portland, Oregon	OR
Coalition for a Livable Future	OR
West Salem United Methodist	OR
Central Oregon Visitors Association	OR
Soroptimist International of Gold Beach, OR	OR
Real Life Christian Church	OR
Dayton Christian Church	OR
Delphian School	OR
AVON	OR
EPUD-Emerald People's Utility District	OR
Human Solutions, Inc.	OR
The Wallace Medical Concern	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR
The Ross Ragland Theater and Cultural Center	OR
Cascade Health Solutions	OR
Umpqua Community Health Center	OR
ALZHEIMERS NETWORK OF OREGON	OR
NATIONAL WILD TURKEY FEDERATION	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR
LIFEWORKS NW	OR
Independent Development Enterprise Alliance	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR
HALFWAY HOUSE SERVICES, INC.	OR
REDMOND PROFICIENCY ACADEMY	OR
OHSU FOUNDATION	OR
SHELTERCARE	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
PACIFIC INSTITUTES FOR RESEARCH	OR
Mental Health for Children, Inc.	OR
The Dreaming Zebra Foundation	OR
LAUREL HILL CENTER	OR
THE OREGON COMMUNITY FOUNDATION	OR
OCHIN	OR
WE CARE OREGON	OR
SE WORKS	OR
ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR
OMNIMEDIX INSTITUTE	OR
PORTLAND BUSINESS ALLIANCE	OR
GATEWAY TO COLLEGE NATIONAL NETWORK	OR
FOUNDATIONS FOR A BETTER OREGON	OR
GOAL ONE COALITION	OR
ATHENA LIBRARY FRIENDS ASSOCIATION	OR
Coastal Family Health Center	OR
CENTER FOR COMMUNITY CHANGE	OR
STAND FOR CHILDREN	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR
EAST SIDE FOURSQUARE CHURCH	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR
InventSuccess	OR
SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
The Blosser Center for Dyslexia Resources	OR
MOSAIC CHURCH	OR

Washington County Facilities & Park Services	OR
Multnomah County Department of Community Justice	OR
NORCOR Juvenile Detention	OR
Tillamook County Estuary	OR
Job Council	OR
BAKER CNTY GOVT	OR
TILLAMOOK CNTY	OR
Multnomah County Dept of County Assets	OR
Wheeler County	OR
Clackamas County Service District # 1/Tri-City Service District	OR
Resource Connections of Oregon	OR
Lane County Sheriff's Office	OR
Clatsop County Sheriff's Office	OR
Harney County Community Corrections	OR
Grant County Economic Developement	OR
Clackamas County Juvenile Dept	OR
Columbia Basin Care Facility	OR
City of Seaside Police Department	OR
Tamarack Aquatic Center	OR
Seven Feathers Casino	OR
Oliver P Lent PTA	OR
Willamette Valley Rehab Center	OR
St Paul Baptist Church	OR
Long Tom Watershed Council	OR
San Martin Deporres Catholic Church	OR
Portland Parks Foundation	OR
Sweet Home United Methodist Church	OR
Cedar Hills Baptist Church	OR
Good Samaritan Ministries	OR
Unitarian Universalist Church in Eugene	OR
Emmanuel Bible Church	OR
Portland Community Media	OR
La Pine Chamber of Commerce	OR
Stone Creek Christian Church	OR
Rogue Valley Youth Football	OR
Bend Elks Lodge 1371	OR
Friendly House, Inc.	OR
Klamath Siskiyou Wildlands Center	OR
Grants Pass Seventh-day Adventist Church	OR
Corvallis Waldorf School	OR
Farmworkers Housing Development Corporation	OR
World Forestry Center	OR
Adapt	OR
Kid Time	OR
Oregon Farm Bureau	OR
Mt Emily Safe Center	OR
Salem First Presbyterian Church	OR
Rolling Hills Baptist Church	OR
Baker Elks	OR
Gates Community Church of Christ	OR
PIP Corps LLC	OR
Turtle Ridge Wildlife Center	OR
Grande Ronde Model Watershed Foundation	OR
Western Environmental Law Center	OR
Oregon District 7 Little League	OR
Mercy Flights, Inc.	OR
Metropolitan Contractor Improvement Partnership	OR
The Christian Church of Hillsboro Oregonb	OR
Congregation Neveh Shalom	OR
My Fathers House	OR
Step Forward Activities Inc	OR
HHoly Trinity Greek Orthodox Cathedral	OR
MECOP Inc.	OR
Workforce Northwest Inc	OR
Lane Arts Council	OR
Building Healthy Family	OR
Intergral Youth Services	OR
Children Center At Trinity	OR
Beaverton Christians Church	OR
Oregon Humanities	OR
St. Pius X School	OR

HOSANNA CHRISTIAN SCHL	OR
ABIQUA SCHL	OR
Salem keizar school district	OR
Scio High School	OR
Athena Weston School District 29RJ	OR
Butte Falls School District	OR
Bend International School	OR
Imbler School District #11	OR
monument school	OR
PENDLETON SCHOOL DISTRICT #16R	OR
Ohara Catholic School	OR
MARCOLA SCHOOL DISTRICT 079J	OR
LINN-BENTON-LINCOLN ESD	OR
Reynolds High School	OR
St. Paul School District	OR
Sabin-Schellenberg Technical Center	OR
St Paul Parish School	OR
Joseph School District	OR
EagleRidge High School	OR
Grant Community School	OR
Hope chinese charter	OR
Northwest Academy	OR
Sunny Wolf Charter School	OR
MCKENZIE SCHOOL DISTRICT 068	OR
L'Etoiile French Immersion School	OR
LA GRANDE SCHOOL DISTRICT 001	OR
FOSSIL SCHOOL DISTRICT 21J	OR
Marist Catholic High School	OR
Springfield Public Schools	OR
Elgin school dist.	OR
PLEASANT HILL SCH DIST #1	OR
Ukiah School District 80R	OR
Lake Oswego Montessori School	OR
North Powder Charter School	OR
Siletz Valley School	OR
French American School	OR
Mastery Learning Institute	OR
North Lake School District 14	OR
Early College High School	OR
GILLIAM COUNTY OREGON	OR
UMATILLA COUNTY, OREGON	OR
DOUGLAS ELECTRIC COOPERATIVE, INC.	OR
MULTNOMAH LAW LIBRARY	OR
clackamas county	OR
CLATSOP COUNTY	OR
COLUMBIA COUNTY, OREGON	OR
coos county	OR
CROOK COUNTY ROAD DEPARTMENT	OR
CURRY COUNTY OREGON	OR
DESCHUTES COUNTY	OR
GILLIAM COUNTY	OR
GRANT COUNTY, OREGON	OR
HARNEY COUNTY SHERIFFS OFFICE	OR
HOOD RIVER COUNTY	OR
jackson county	OR
josephine county	OR
klamath county	OR
LANE COUNTY	OR
LINN COUNTY	OR
MARION COUNTY , SALEM, OREGON	OR
MULTNOMAH COUNTY	OR
SHERMAN COUNTY	OR
WASCO COUNTY	OR
YAMHILL COUNTY	OR
WALLOWA COUNTY	OR
ASSOCIATION OF OREGON COUNTIES	OR
NAMI LANE COUNTY	OR
BENTON COUNTY	OR
DOUGLAS COUNTY	OR
JEFFERSON COUNTY	OR
LAKE COUNTY	OR
LINCOLN COUNTY	OR
POLK COUNTY	OR
UNION COUNTY	OR
WASHINGTON COUNTY	OR
MORROW COUNTY	OR
Mckenzie Personnel Services	OR

JEFFERSON SCHOOL DISTRICT	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
MORROW COUNTY SCHOOL DISTRICT	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR
DALLAS SCHOOL DISTRICT NO. 2	OR
CENTRAL SCHOOL DISTRICT 13J	OR
St. Mary Catholic School	OR
CROSSROADS CHRISTIAN SCHOOL	OR
ST. ANTHONY SCHOOL	OR
Pedee School	OR
HERITAGE CHRISTIAN SCHOOL	OR
BEND-LA PINE SCHOOL DISTRICT	OR
GLENDALE SCHOOL DISTRICT	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR
PORTLAND PUBLIC SCHOOLS	OR
REYNOLDS SCHOOL DISTRICT	OR
CENTENNIAL SCHOOL DISTRICT	OR
NOBEL LEARNING COMMUNITIES	OR
St. Stephen's Academy	OR
McMinnville Adventist Christian School	OR
Salem-Keizer 24J	OR
McKay High School	OR
Pine Eagle Charter School	OR
Waldo Middle School	OR
OAKLAND SCHOOL DISTRICT 001	OR
hermiston school district	OR
Clear Creek Middle School	OR
Marist High School	OR
Victory Academy	OR
Vale School District No. 84	OR
St. Mary School	OR
Junction City High School	OR
Three Rivers School District	OR
Fern Ridge School District	OR
JESUIT HIGH SCHL EXEC OFC	OR
LASALLE HIGH SCHOOL	OR
Southwest Christian School	OR
Willamette Christian School	OR
Westside Christian High School	OR
CS LEWIS ACADEMY	OR
Portland America School	OR
Forest Hills Lutheran School	OR
Mosier Community School	OR
Koreducators Lep High	OR
Warrenton Hammond School District	OR
Sutherlin School District	OR
Malheur Elementary School District	OR
Ontario School District	OR
Parkrose School District 3	OR
Riverdale School District 51J	OR
Tillamook School District	OR
Madeleine School	OR
Union School District	OR
Helix School District	OR
Riddle School District	OR
Ashbrook Independent School	OR
Molalla River School District	OR
Corvallis School District 509J	OR
Falls City School District #57	OR
Portland Christian Schools	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR
Insight School of Oregon Painted Hills	OR
Deer Creek Elementary School	OR
Yamhill Carlton School District	OR
COLTON SCHL DIST 53	OR
HARRISBURG SCHL DIST	OR
CENTRAL CURRY SCHL DIST#1	OR
BNAI BRITH CAMP	OR
OREGON FOOD BANK	OR

DE LA SALLE N CATHOLIC HS	OR
MULTISENSORY LEARNING ACADEMY	OR
MITCH CHARTER SCHOOL	OR
REALMS CHARTER SCHOOL	OR
BAKER SCHOOL DISTRICT 5-J	OR
PHILOMATH SCHOOL DISTRICT	OR
CLACKAMAS EDUCATION SERVICE DISTRICT	OR
CANBY SCHOOL DISTRICT	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR
WEST LINN WILSONVILLE SCHOOL DISTRICT	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR
ESTACADA SCHOOL DISTRICT NO.108	OR
GLADSTONE SCHOOL DISTRICT	OR
ASTORIA SCHOOL DISTRICT 1C	OR
SEASIDE SCHOOL DISTRICT 10	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR
VERNONIA SCHOOL DISTRICT 47J	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR
COOS BAY SCHOOL DISTRICT NO.9	OR
COOS BAY SCHOOL DISTRICT	OR
NORTH BEND SCHOOL DISTRICT 13	OR
COQUILLE SCHOOL DISTRICT 8	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR
BANDON SCHOOL DISTRICT	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR
REDMOND SCHOOL DISTRICT	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR
ROSEBURG PUBLIC SCHOOLS	OR
GLIDE SCHOOL DISTRICT NO.12	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR
YONCALLA SCHOOL DISTRICT NO.32	OR
ELKTON SCHOOL DISTRICT NO.34	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
JACKSON CO SCHOOL DIST NO.9	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR
MEDFORD SCHOOL DISTRICT 549C	OR
CULVER SCHOOL DISTRICT NO.	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
GRANTS PASS SCHOOL DISTRICT 7	OR
LOST RIVER JR/SR HIGH SCHOOL	OR
KLAMATH FALLS CITY SCHOOLS	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR
CRESWELL SCHOOL DISTRICT	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR
LANE COUNTY SCHOOL DISTRICT 69	OR
SIUSLAW SCHOOL DISTRICT	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR
LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
ONTARIO MIDDLE SCHOOL	OR
GERVAIS SCHOOL DIST. #1	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR

HIGH DESERT EDUCATION SERVICE DISTRICT	OR
St. Luke Catholic School	OR
SOUTHWEST CHARTER SCHOOL	OR
WHITEAKER MONTESSORI SCHOOL	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR
NEAH-KAH-NIE DISTRICT NO.56	OR
INTER MOUNTAIN ESD	OR
STANFIELD SCHOOL DISTRICT	OR
LA GRANDE SCHOOL DISTRICT	OR
CASCADE SCHOOL DISTRICT	OR
DUFUR SCHOOL DISTRICT NO.29	OR
hillsboro school district	OR
GASTON SCHOOL DISTRICT 511J	OR
BEAVERTON SCHOOL DISTRICT	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
WILLAMINA SCHOOL DISTRICT	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR
Sheridan School District 48J	OR
THE CATLIN GABEL SCHOOL	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR
CANYONVILLE CHRISTIAN ACADEMY	OR
OUR LADY OF THE LAKE SCHOOL	OR
NYSSA SCHOOL DISTRICT NO. 26	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR
LIVINGSTONE ADVENTIST ACADEMY	OR
Santiam Canyon SD 129J	OR
WEST HILLS COMMUNITY CHURCH	OR
BANKS SCHOOL DISTRICT	OR
WILLAMETTE EDUCATION SERVICE DISTRICT	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR
HARNEY EDUCATION SERVICE DISTRICT	OR
GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
SILVER FALLS SCHOOL DISTRICT	OR
St Helens School District	OR
DAYTON SCHOOL DISTRICT NO.8	OR
Amity School District 4-J	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR
REEDSPORT SCHOOL DISTRICT	OR
FOREST GROVE SCHOOL DISTRICT	OR
DAVID DOUGLAS SCHOOL DISTRICT	OR
LOWELL SCHOOL DISTRICT NO.71	OR
TIGARD-TUALATIN SCHOOL DISTRICT	OR
SHERWOOD SCHOOL DISTRICT 88J	OR
RAINIER SCHOOL DISTRICT	OR
NORTH CLACKAMAS SCHOOL DISTRICT	OR
MONROE SCHOOL DISTRICT NO.1J	OR
CHILDPEACE MONTESSORI	OR
HEAD START OF LANE COUNTY	OR
HARNEY COUNTY SCHOOL DIST. NO.3	OR
NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
LEBANON COMMUNITY SCHOOLS NO.9	OR
MT.SCOTT LEARNING CENTERS	OR
SEVEN PEAKS SCHOOL	OR

- HAWAII	
University Clinical Research and Association	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI
Ricoh	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI
Hawaii Information Consortium	HI
Leeward Community Church	HI
E Malama In Keiki O Lanai	HI
Keawala'i Congregational Church	HI
Lanai Community Hospital	HI
Angels at Play Preschool & Kindergarten	HI
Queen Emma Gardens AOAO	HI
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI
Honolulu Community College	HI
COLLEGE OF THE MARSHALL ISLANDS	HI
DOT Airports Division Hilo International Airport	HI
Judiciary - State of Hawaii	HI
ADMIN. SERVICES OFFICE	HI
SOH- JUDICIARY CONTRACTS AND PURCH	HI
STATE DEPARTMENT OF DEFENSE	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI
STATE OF HAWAII	HI
Third Judicial Circuit - State of Hawaii	HI
State of Hawaii Department of Transportation	HI
Office of the Governor	HI
State of Hawaii-Department of Health-Disability & Communication Access	HI
CITY AND COUNTY OF HONOLULU	HI
Lanai Youth Center	HI
Silver Dolphin Bistro	HI
Commander, Navy Region Hawaii	HI
US Navy	HI
Defense Information System Agency	HI
84th Engineer Battalion	HI
Department of Veterans Affairs	HI
Central School District 13J (Polk County, Oregon)	OR
Milton-Freewater Unified School District No 7	OR
Scappoose Adventist School	OR
Ontario School District 8C	OR
Trillium Charter School	OR
Echo School District	OR
Warrenton Hammond School	OR
Immanuel Lutheran School	OR
Columbia Academy	OR
VALLEY CATHOLIC SCHL	OR
CROOK COUNTY SCHOOL DISTRICT	OR
CORBETT SCHL DIST #39	OR
Trinity Lutheran Church and School	OR
Bethel School District #52	OR
OREGON CITY PUBLIC SCHL	OR
Ppmc Education Committee	OR
Stayton Christian School	OR
South Columbia Family School	OR
Sunrise Preschool	OR
St. Therese Parish/School	OR
PINE-EAGLE SCHOOL DISTRICT 061	OR
Portland YouthBuilders	OR
Wallowa County ESD	OR
Fern Ridge School District 28J	OR
Knova Learning	OR
New Horizon Christian School	OR
MOLALLA RIVER ACADEMY	OR

LANAKILA REHABILITATION CENTER INC.	HI
POLYNESIAN CULTURAL CENTER	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI
BISHOP MUSEUM	HI
ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI
ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI
NETWORK ENTERPRISES, INC.	HI
HONOLULU HABITAT FOR HUMANITY	HI
ALOHACARE	HI
ORI ANUENUE HALE, INC.	HI
IUPAT, DISTRICT COUNCIL 50	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI
HAROLD K.L. CASTLE FOUNDATION	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI
EAH, INC.	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI
HABITAT FOR HUMANITY MAUI	HI
W. M. KECK OBSERVATORY	HI
HAWAII EMPLOYERS COUNCIL	HI
HAWAII STATE FCU	HI
MAUI COUNTY FCU	HI
PUNAHOU SCHOOL	HI
YMCA OF HONOLULU	HI
EASTER SEALS HAWAII	HI
AMERICAN LUNG ASSOCIATION	HI
Pohaha I Ka Lani	HI
Hawaii Area Committee	HI
Tri-Isle RC&D	HI
Lanai Federal Credit Union	HI
Aloha United Way	HI
Kipuka o Ke Ola	HI
READ TO ME INTERNATIONAL FOUNDATION	HI
MAUI FAMILY YMCA	HI
WAILUKU FEDERAL CREDIT UNION	HI
ST. THERESA CHURCH	HI
HALE MAHAOLU	HI
West Maui Community Federal Credit Union	HI
Hawaii Island Humane Society	HI
Western Pacific Fisheries Council	HI
Kama'aina Care Inc	HI
International Archaeological Research Institute, Inc.	HI
Community Empowerment Resources	HI
Tutu and Me Traveling Preschool	HI
First United Methodist Church	HI
United Chinese Society	HI
Haggai Institue	HI
AOAO Royal Capitol Plaza	HI
Kumpang Lanai	HI
Child and Family Service	HI
MARINE SURF WAIKIKI, INC.	HI
Hawaii Health Connector	HI
Hawaii Carpenters Market Recovery Program Fund	HI
Puu Heleakala Community Association	HI
Saint Louis School	HI
Kailua Racquet Club, Ltd.	HI
Homewise Inc.	HI
Hawaii Baptist Academy	HI
Kroc Center Hawaii	HI
Kupu	HI
University of the Nations	HI
ARGOSY UNIVERSITY	HI
HAWAII PACIFIC UNIVERSITY	HI
UNIVERSITY OF HAWAII AT MANOA	HI
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
BRIGHAM YOUNG UNIVERSITY	HI

STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:

State of Oregon, State of Hawaii, State of Washington

AgencyName	State
Malama Honua Public Charter School	HI
ST JOHN THE BAPTIST	HI
Waimanalo Elementary and Intermediate School	HI
Kailua High School	HI
PACIFIC BUDDHIST ACADEMY	HI
HAWAII TECHNOLOGY ACADEMY	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI
MARYKNOLL SCHOOL	HI
ISLAND SCHOOL	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI
KE KULA O S. M. KAMAKAU	HI
KAMEHAMEHA SCHOOLS	HI
HANAHAU'OLI SCHOOL	HI
KIHEI CHARTER SCHOOL	HI
EMMANUAL LUTHERAN SCHOOL	HI
School Lunch Program	HI
Ewa Makai Middle School	HI
Our Savior Lutheran School	HI
BOARD OF WATER SUPPLY	HI
MAUI COUNTY COUNCIL	HI
Kauai County Council	HI
Honolulu Fire Department	HI
COUNTY OF MAUI	HI
Lanai Community Health Center	HI
Maui High Band Booster Club	HI
Tri-Isle Resource Conservation and Development District	HI
Kumulani Chapel	HI
Chamber of Commerce Hawaii	HI
Naalehu Assembly of God	HI
outrigger canoe club	HI
One Kalakaua	HI
Native Hawaiian Hospitality Association	HI
St. Theresa School	HI
Hawaii Peace and Justice	HI
Kauai Youth Basketball Association	HI
NA HALE O MAUI	HI
LEEWARD HABITAT FOR HUMANITY	HI
WAIANAE COMMUNITY OUTREACH	HI
NA LEI ALOHA FOUNDATION	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI
BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI

Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.

8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.

9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

U.S. COMMUNITIES ADDITIONAL PROVISIONS

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.

2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.

5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)

Sales Report Template

TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525 50
956000222	160	34888035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496481	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2012	2	5	318 00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2012	2	5	212 00

SALES REPORT DATA FORMAT

Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Optional	Text	25 max	Depends on supplier account no.	
Agency Name	Yes	Text	255 max	Los Angeles County	
Dept Name	Optional	Text	255 max	Purchasing Dept	
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no $ sign or commas

Agency Type Table

Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
[illegible]	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit

ATTACHMENT A

MASTER AGREEMENT

(Lead Public Agency Master Agreement/Contract to be attached at time of award.)

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2017-23
Code Amendment - Newsracks

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2017-23 at SecondReading.

SYNOPSIS: City staff has been working on a newsrack ordinance for more than 10 years. In 2008, the City Attorney met with publications (i.e. News Leader, Florida Times Union) and Downtown Merchants' Association to discuss standardizing newsrack machines and locations permissible in the Historic District. The issue of newsracks was discussed at Planning Board meetings, City Commission meetings and Historic District Council meetings many times. Staff moved on to other matters when the City Commission asked for the newsrack issue to be tabled or postponed.

Last year, Jeff Kurtz with Fernandina Beach Main Street approached Sal Cumella, Historic District Preservation Planner and the City Attorney to finally establish a newsrack ordinance that could be considered by the City Commission again. Several months ago, Mr. Kurtz reviewed the proposed Ordinance and designs with the Historic District Council who has no objection to this proposed Ordinance.

At the October 3, 2017, Regular Commission Meeting, the City Commission approved this Ordinance at first reading but directed staff to research design options for the racks to review at second reading. At this time, research has yielded no new or innovative designs for coin-operated newsracks. The color of the design shown at first reading can change but not the style of the machine. The City Attorney contacted Mr. Foy Maloy with the Fernandina Beach NewsLeader to elicit thoughts on a reasonable time for distributors to comply with a new ordinance and on designs. Mr. Maloy expressed his concern that the proposed Ordinance is punitive if distributors have to comply immediately with new machines or even repainted machines. The design presented at first reading showed a black design.

Is the City Commission willing to consider other colors for the coin-operated machines, such as dark green or brown? Is the City Commission willing to grandfather in existing coin-operated newsracks and let them be replaced through attrition over a number of years? These decisions can be made at this second reading, but the City Attorney will advise that another public reading of the proposed Ordinance is necessary if changes are made to the Ordinance such as grandfathering.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: See synopsis above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2017-23 at First Reading.

Tammi E. Bach, City Attorney 11/29/2017
Dale Martin, City Manager 11/29/2017

Date: October 05, 2017
Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Approve

ORDINANCE 2017-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES OF THE CITY IN REGARDS TO STREETS, SIDEWALKS AND OTHER PUBLIC PLACES BY CREATING SECTION 70-7 REGARDING NEWSRACKS, PROVIDING FOR CITY-APPROVED NEWSRACKS WITHIN THE HISTORIC DISTRICT; SPECIFYING PERMIT PROCEDURES AND PROHIBITIONS REGARDING NEWSRACKS IN THE PUBLIC RIGHT OF WAY; PROVIDING FOR SPECIFIC LOCATIONS FOR THE PLACEMENT OF CITY-APPROVED NEWSRACKS IN THE HISTORIC DISTRIC; PROVIDING FOR REMOVAL BY THE CITY OF ABANDONED AND IMPERMISSIBLE NEWSRACKS; PROVIDING FOR AN APPEALS PROCESS; PROVIDING FOR TIME TO COMPLY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is concerned about encroachments in the public right of way, especially those along the streets and sidewalks of the Historic District;

WHEREAS, the City Commission desires to accommodate certain encroachments into the right of way, based on the protections afforded by the First Amendment of the U.S. Constitution and public welfare.

WHEREAS, the City Commission has determined that the proliferation of newsracks within the Historic District are creating visual impairment for pedestrians and drivers;

WHEREAS, the City Commission is aware of the First Amendment rights of the publishers of newspapers and other periodicals which are distributed via newsracks in the Historic District and has consulted with representatives of the interested publishers to obtain their input;

WHEREAS, the City Commission is aware that the Historic District of Fernandina Beach, recognized as a national historic district, is one of the economic cornerstones of the City, and needs to be preserved, protected and enhanced;

WHEREAS, the City Commission has determined that certain locations are acceptable for the location of newsracks. This determination is based on the width of the streets and sidewalks to accommodate the newsracks without adversely affecting pedestrians or drivers, and also based upon the needs of the interested publishers of newspapers and other publications;

WHEREAS, the City Commission has determined the approximate number of newsracks necessary for the interested publications; and

WHEREAS, the City Commission has reviewed various designs for the newsracks, and has consulted with the Historic District Council of the City for input on appropriate designs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. There is hereby created section 70-7 to Chapter 70 of the Code of Ordinances of the City regarding newsracks, which provides as follows:

Section 70-7 NEWSRACKS ON PUBLIC RIGHTS OF WAY

A. Purpose, intent and criteria. The purpose of this ordinance is to promote the public health, safety and welfare through the regulation of placement, type, and appearance of newsracks on public rights of way within the Centre Street area and the Historic District, so as to:

1. Provide for pedestrian and driving safety and convenience;

2. Restrict unreasonable interference with the flow of pedestrian or vehicular traffic, including ingress into or egress from any residence or place of business, or from any street to the sidewalk by persons exiting or entering parked or standing vehicles;

3. Provide reasonable access for the use and maintenance of poles, posts, traffic signs or signals, hydrants, mailboxes, and trees;

4. Maintain and preserve freedom of the press;

5. Cooperate to the maximum extent possible with newspaper and periodical distributors;

6. Maintain and protect the value of the Centre Street Area and its properties and continue to enhance the Historic District;

7. Reduce unnecessary exposure of the public to personal injury or property damage; and

8. Relocate and/or replace newsracks which result in visual blight and/or excessive space allocation on the public rights of way or which unreasonably detract from the aesthetics of the Centre Street Area and Historic District, including but not limited to the architecture of the area, landscaping and other improvements, as well as to have abandoned newsracks removed.

B. Definitions

1. *City-Approved Newsrack* means a newsrack in a design approved by the City, placed in the location as approved by the City, which will be available by permit for the placement of newspapers, news periodicals, and commercial publications. The City Commission hereby approves the design as depicted in Exhibit "A" attached hereto.

2. *Newsrack* means a type of self-service or money-operated device for the vending or free distribution of newspapers, news periodicals or commercial publications.

3. *Public Right of Way* means any public street, highway, sidewalk, parkway or alley.

4. *Centre Street Area and/or Historic District* means Centre Street from 8th to the City Marina, and including all of the City Marina and the City Marina parking lots, and from Ash Street to Alachua Street west of 8th Street.

5. *Abandoned or abandonment* means within any City Provided Newsrack a compartment that does not contain the current newspaper or publication specified and permitted for more than 15 consecutive days for a daily publication, 28 consecutive days for a weekly publication, 56 consecutive days for a biweekly publication, 60 days for a monthly publication, or 90 days for a bi-monthly publication.

6. *Distributor* means the person or entity responsible for placing and maintaining a newsrack in a public right-of-way.

C. City-Approved Newsrack, Prohibition Against Other Newsracks, and Permit Required.

1. The City shall specify pre-approved designs and pre-approved locations within the Centre Street Area and Historic District for newsracks which will be available by permit for a permit fee. The permit fee for placement of City-Approved Newsracks shall be set on an annual basis by ordinance of the City Commission. The permit fee for City-approved newsracks for 1 year following final adoption of this ordinance shall be waived.

2. No person or entity shall place, affix, erect, install, construct, use or maintain any newsrack which encroaches upon a public right-of-way in the Centre Street Area or Historic District without prior approval from the City.

3. The distributor or publisher of a newspaper, news periodical or commercial publication shall be required to obtain a permit from the City prior to the placement of a City-Approved Newsrack in the Centre Street Area or Historic District. The permit shall provide for administrative information, and shall require that the distributor or publisher be responsible for assuring that the publications are up to date, that the publications are properly placed and attended to so as not be become a nuisance or considered abandoned, and that the permit shall be revoked if any City-Approved Newsrack or compartment therein is abandoned.

D. Permit Procedure.

1. The permit procedure is designed to gather administrative information regarding the person responsible for the City-Approved Newsrack. It shall be the responsibility of the person granted the permit to assure that the contents of the City-Approved Newsrack are re-filled regularly, and that the contents do not overflow the box so as to be a nuisance.

2. Any person desiring to install a City-Approved Newsrack shall fill out an application form provided by the City. One permit may be issued to include any number of City-Approved Newsracks, and shall be signed by the applicant.

3. If an applicant desires to install a City-Approved Newsrack, and all permitted locations are occupied, that applicant will be placed on a waiting list until such time as a location becomes available.

4. Permits shall not be denied for any reason other than lack of location availability, and permits shall not be revoked on grounds other than abandonment or lack of maintenance of a City-Approved Newsrack. Any denial or revocation of any permit hereunder shall be appealable to the City Commission.

5. Existing permits shall be reviewed and renewed on an annual basis to assure that the City-Approved Newsrack is being adequately maintained, and that the publications in the City-Approved Newsracks are current. Failure to adequately maintain the materials in the City-Approved Newsrack shall subject the permit to termination or non-renewal.

E. Indemnification of City.

Every person or entity that receives a permit to install a City-Approved Newsrack in the Historic District or installs any permitted newsrack outside of the Historic District shall execute a hold harmless agreement with the City Manager in a form satisfactory to the City Attorney, whereby such person or entity agrees to indemnify and hold harmless the City, its commissioners, officers and employees, from any loss, liability, or damage sustained by any person as a result of such person's use of a City-Approved Newsrack or any other permitted newsrack. This subsection shall only be applicable to the same extent required by the City for other public right-of-way permittees.

F. City-Approved Newsrack Locations.

1. Based on the City's analysis of automobile, pedestrian and ADA access, as well as other criteria, the City has established locations and maximum number of installations at each location for newsracks as follows and in accordance with the drawing attached as Exhibit "B" hereto:

    a. 4 installations maximum at the main east/west boardwalk to City Marina;
    b. 2 installations maximum on the west side of 2nd Street between Ash and Centre Streets;
    c. 4 installations maximum on the north side of Centre Street between 2nd and 3rd Streets;
    d. 4 installations maximum on the south side of Centre Street between 3rd and 4th Streets;
    e. 6 installations maximum on the east side of 4th Street between Centre and Alachua Streets;
    f. 4 installations maximum on the north side of Centre Street between 5th and 6th Streets;
    g. 3 installations maximum on the north side of Ash Street between 5th and 6th Streets;

h. 5 installations maximum on the south side of Centre Street between 6th and 7th Streets;
i. 2 installations maximum on the north side of Centre Street between Front and 2nd Streets; and
j. 1 installation maximum on the south side of Centre Street near the Comfort Station between Front and 2nd Streets.

G. Correction of violations; removal by City.

Upon determination by the City Manager or his/her designee that a City-Approved Newsrack or other newsracks in the City have been abandoned, installed, used or maintained in violation of the provisions of this Section or Section 70-2, an order to correct the offending condition shall be issued to the distributor. Such order shall be telephoned to the distributor and confirmed by mailing a copy of the order by certified mail, return receipt requested. The order shall specifically describe the offending condition, suggest actions necessary to correct the condition, and inform the distributor of the right to appeal. Failure to properly correct the offending condition within seven (7) days (excluding Saturdays, Sundays and legal holidays) after the mailing date of the order, or to appeal the order within ten (10) days after its receipt, shall result in the offending newsrack being summarily removed and processed as unclaimed property and/or revocation of the permit. An impound fee, which shall be measured by the City's cost and expense of impounding, shall be assessed against each newsrack summarily removed. The City Manager or his/her designee shall cause inspection to be made of the corrected condition or of a newsrack reinstalled after removal under this Section. The distributor shall be charged an inspection fee of $10.00 for each newsrack so inspected. This charge shall be in addition to all other fees and charges required under this Section.

H. Appeals.

Any person or entity aggrieved by a finding, determination, notice, order or action taken under the provisions of this Section may appeal and shall be apprised of his/her/its right to appeal to the City Commission. An appeal must be filed with the City within ten (10) days after receipt of notice of any protested decision or action by filing with the City Manager or his/her designee a letter of appeal briefly stating therein the basis for such appeal.

I. Abandonment.

If a City-Approved Newsrack or any other newsrack in the City remains empty or abandoned as defined in subsection B(5) above, the newsrack shall be deemed abandoned and may be treated in the manner as provided in subsection (G) for violations of this Section and Section 70-2.

J. Adding or Changing Permitted Newsrack Locations.

City of Fernandina Beach reserves the right to add or delete permitted locations, as determined by City Commission approval.

SECTION 2. Time for compliance. It is the specific intent of the City Commission that permit applications must be submitted within 90 days of final adoption of this ordinance and by September 1st every year thereafter.

SECTION 3. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

PASSED AND ADOPTED, this ___ day of _____, 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

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, December 5, 2017, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2017-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES OF THE CITY IN REGARDS TO STREETS, SIDEWALKS AND OTHER PUBLIC PLACES BY CREATING SECTION 70-7 REGARDING NEWSRACKS, PROVIDING FOR CITY-APPROVED NEWSRACKS WITHIN THE HISTORIC DISTRICT; SPECIFYING PERMIT PROCEDURES AND PROHIBITIONS REGARDING NEWSRACKS IN THE PUBLIC RIGHT OF WAY; PROVIDING FOR SPECIFIC LOCATIONS FOR THE PLACEMENT OF CITY-APPROVED NEWSRACKS IN THE HISTORIC DISTRICT; PROVIDING FOR REMOVAL BY THE CITY OF ABANDONED AND IMPERMISSIBLE NEWSRACKS; PROVIDING FOR AN APPEALS PROCESS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

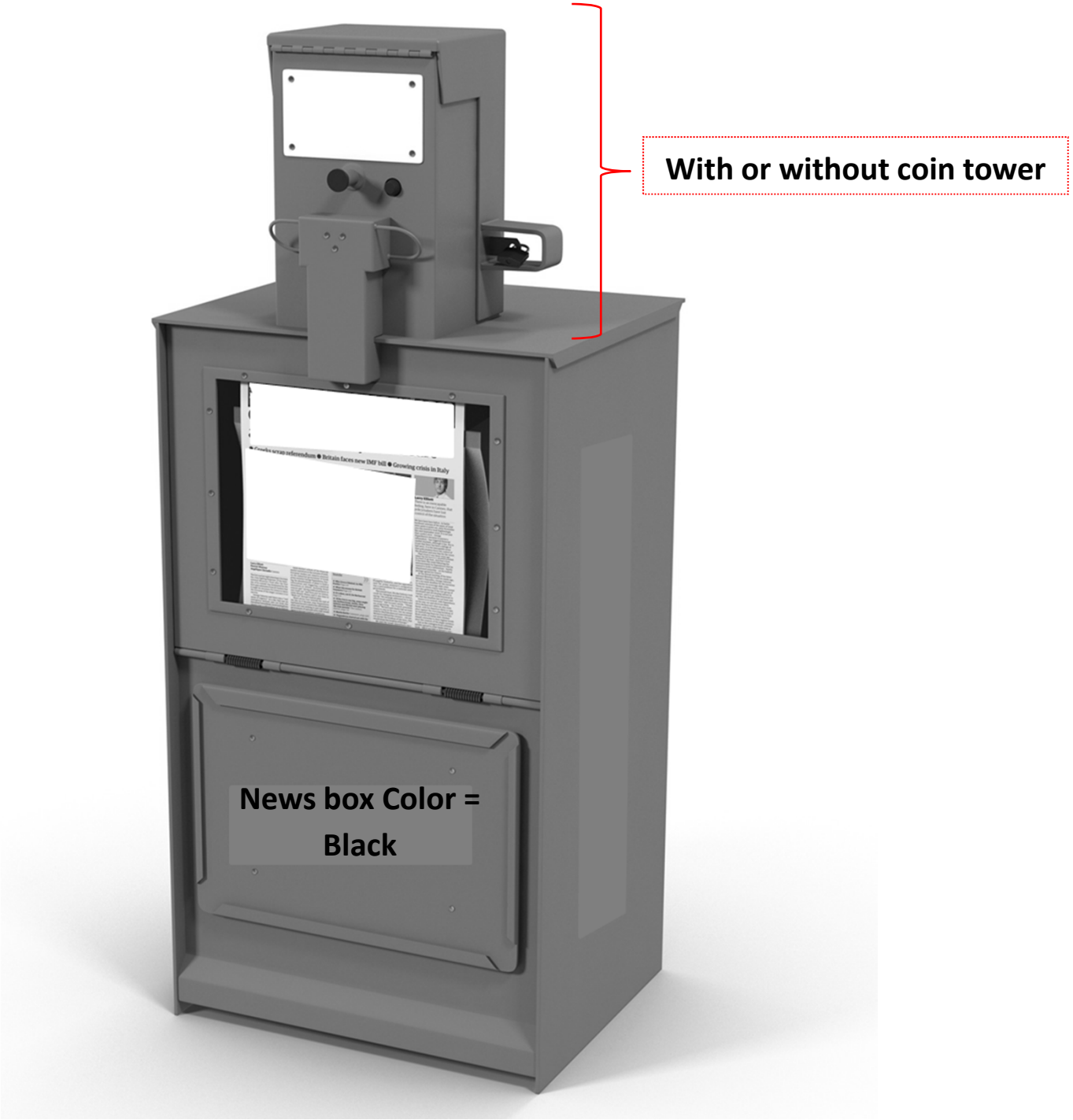
Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service 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.

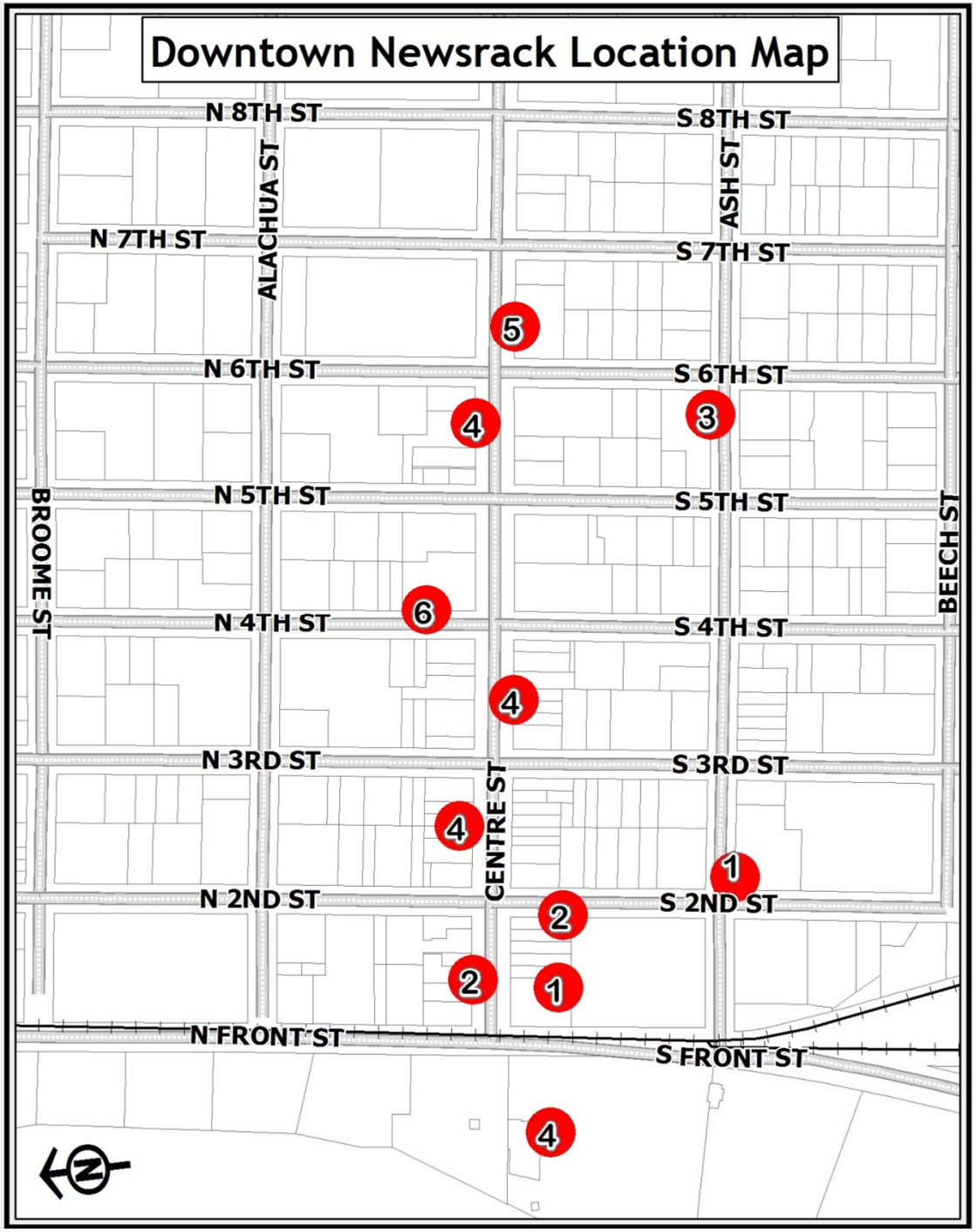
For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:
Please run as a DISPLAY in the November 22, 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


With or without coin tower
News box Color =
Black

Downtown Newsrack Location Map



RELEASE AND INDEMNIFICATION
FOR PLACEMENT OF NEWRACKS ON PUBLIC PROPERTY

The Distributor understands acknowledges and agrees to assume all risks and hazards incidental to installing, maintaining and/or repairing newracks in the City right-of-way or on City property. The Distributor does hereby agree to waive, release, absolve, and covenants not to sue the City, its mayor, commissioners, officers, employees, contractors, consultants, volunteers, representatives, attorneys and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of this Agreement and/or the Distributor's installation, maintenance and/or repair of newracks in the City right-of-way or on City property. The Distributor further promises and agrees to indemnify, defend and hold harmless the City, its mayor, commissioners, officers, employees, contractors, consultants, representatives, volunteers, attorneys and agents from and against all liability, claims and expense, including reasonable attorneys' fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of this Agreement and/or the Distributor's installation, maintenance and/or repair of newracks in the City right-of-way or on City property. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of the Distributor's installation, maintenance and/or repair of newracks in the City right-of-way or on City property. This indemnification obligation shall survive the termination or expiration of this Permit for Placement of Newsrack(s) for any reason whatsoever. Notwithstanding the foregoing, nothing herein shall constitute a waiver of immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

DRAFT

OFFICE USE ONLY

REC'D: _____ BY: _____

APPLICATION #: _____

PAID: $_____ BY:_____

PERMIT #:_____

_____ **APPROVED** _____ **DENIED**

PLANNER: _____DATE: _____

PLANNING
Newsrack Permit

USE THIS FORM TO: Apply for a permit to place one of the City's approved newsracks in designated locations within the Centre Street/Downtown Historic District area. One permit may be issued to include multiple city-approved newsracks.

FEES: $15 per box. Annual renewals are required.

IMPORTANT NOTES: All information needs to be submitted in order for the application to be processed.
If an applicant desires to install a City-Approved Newsrack, and all permitted locations are occupied, that applicant will be placed on a waiting list until such time as a location becomes available.

KEY CONTACTS: The Community Development Department – (904) 310-3135

Name of Publication: _____

Is Publication: ☐**Daily** ☐**Weekly** ☐**Monthly** ☐**Other** _____

Business Name: _____

Business Mailing Address: _____

Business Phone: _____ **Website:** _____

Designated Contact's Name: _____ **Contact's Phone:** _____

Contact's Email: _____

Application Fee: $15 X _____ **Box(s) = $**_____ ☐**New Installation** ☐**Renewal**

Please provide copies of the following:

☐ A copy of your general liability insurance.

Please return signed & completed permit application, and fee to the: City of Fernandina Beach - Community Development Department, 204 Ash Street, Fernandina Beach, Florida, 32034.

If you need assistance in filling out this application, please contact the Community Development Department at (904) 310-3135.

DRAFT

Requested Newsrack Locations (see map)

X		Location	Max # per lcoation
	A	Main east/west boardwalk to City Marina	4
	B	W. side of Centre St. between Ash and Centre St.	2
	C	N. side of Centre St. between 2nd and 3rd St.	4
	D	S. side of Centre St. between 3rd and 4th St.	4
	E	E. side of 4th St. between Centre and Alachua St.	6
	F	N. side of Centre St. between 5th and 6th St.	4
	G	N. side of Ash St. between 5th and 6th St.	3
	H	S. side of Centre St. between 6th and 7th St.	5
	I	Comfort Station	?
	J	Cinnamon Bear	?

DRAFT

NEWSRACK GUIDELINES

1. No person or entity shall place, affix, erect, install, construct, use or maintain any newsrack which encroaches upon a public right-of-way in the Centre Street Area or Historic District without prior approval from the City.
2. The distributor or publisher of a newspaper, news periodical or commercial publication shall be required to obtain a permit from the City prior to the placement of a City-Approved Newsrack in the Centre Street Area or Historic District. The permit shall provide for administrative information, and shall require that the distributor or publisher be responsible for assuring that the publications are up to date, that the publications are properly placed and attended to so as not be become a nuisance or considered abandoned, and that the permit shall be revoked if any City-Approved Newsrack or compartment therein is abandoned.
3. Permits shall not be denied for any reason other than lack of location availability, and permits shall not be revoked on grounds other than abandonment or lack of maintenance of a City-Approved Newsrack. Any denial or revocation of any permit hereunder shall be appealable to the City Commission. If there are no locations available at the time of application, the applicant shall be placed on a waiting list for up to 1 year at which time the applicant shall renew their waiting list status with the City. Applicants on a waiting list shall be placed on the waiting list based upon the date of application or reapplication.
4. Existing permits shall be reviewed and renewed on an annual basis to assure that the City-Approved Newsrack is being adequately maintained, and that the publications in the City-Approved Newsracks are current. Failure to adequately maintain the materials in the City-Approved Newsrack shall subject the permit to termination or non-renewal.
5. Every person or entity that receives a permit to install a City-Approved Newsrack in the Historic District or installs any permitted newsrack outside of the Historic District shall execute a hold harmless agreement with the City Manager in a form satisfactory to the City Attorney, whereby such person or entity agrees to indemnify and hold harmless the City, its commissioners, officers and employees, from any loss, liability, or damage sustained by any person as a result of such person's use of a City-Approved Newsrack or any other permitted newsrack. This subsection shall only be applicable to the same extent required by the City for other public right-of-way permittees.
6. Upon determination by the City Manager or his/her designee that a City-Approved Newsrack or other newsracks in the City have been abandoned, installed, used or maintained in violation of the provisions of the City of Fernandina Beach Code of Ordinances Section70-7 or Section 70-2, an order to correct the offending condition shall be issued to the distributor. Such order shall be telephoned to the distributor and confirmed by mailing a copy of the order by certified mail, return receipt requested. The order shall specifically describe the offending condition, suggest actions necessary to correct the condition, and inform the distributor of the right to appeal. Failure to properly correct the offending condition within ten (10) days (excluding Saturdays, Sundays and legal holidays) after the mailing date of the order, or to appeal the order within ten days after its receipt, shall result in the offending newsrack being summarily removed and processed as unclaimed property and/or revocation of the permit. An impound fee, which shall be measured by the City's cost and expense of impounding, shall be assessed against each newsrack summarily removed. The City Manager or his/her designee shall cause inspection to be made of the corrected condition or of a newsrack reinstalled after removal. The distributor shall be charged an inspection fee of **$10.00** for each newsrack so inspected. This charge shall be in addition to all other fees and charges required.

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CERTIFICATION

The owner/distributor of the newspaper/periodical described within this permit application certifies, fully accepts and will comply with all the provisions under Chapter 70 section 70-7 of the City of Fernandina Beach Code of Ordinances.

_____ _____

Date Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ _____ _____

Notary Public: Signature Printed Name My Commission Expires

Personally Known _____ OR Produced Identification _____ ID Produced: _____

DRAFT

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2017-25
Zoning Map Amendment - 13th Street

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Enact Ordinance 2017-25 at Second Reading.

SYNOPSIS: The applicant, Simmons 9, LLC, requests consideration of a Planned Unit Development Overlay (zoning change) for 5.13 acres of undeveloped land located on S. 13th Street between Hickory Street and Fir Street.

The request is made to provide flexibility from minimum site design standards and allow for increased open space areas and multiple housing types (three duplex units and thirty-five single family detached homes) within a subdivision totaling forty-one residential dwelling units in a "garden type" design. The PUD requests reduced setbacks, reduced minimum lot width, and increased lot coverage on individual housing sites in order to provide additional open space, maximize preservation of trees and to increase buffering between the subdivision and the adjoining developed homes sites fronting on S. 14th Street.

Staff finds the requested action is consistent with and furthers the policies of the City's Comprehensive Plan and the Land Development Code. The Planning Advisory Board issued a unanimous recommendation of approval at its Regular Meeting on October 11, 2017.

This Ordinance was approved at First Reading by the City Commission on November 8, 2017.

FISCAL IMPACT: Fiscal impact will be based upon proposed future development (number of sites and structures, infrastructure construction and maintenance, etc.).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2017-25 at Second Reading.

Marshall McCrary, Community Development Director	11/15/2017
Nicole Bednar, Administrative Services Manager	11/15/2017
Dale Martin, City Manager	11/20/2017
Patti Clifford, Comptroller	11/20/2017
Tammi E. Bach, City Attorney	11/21/2017

Date: November 15, 2017

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2017-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP TO ASSIGN A PLANNED UNIT DEVELOPMENT OVERLAY FOR A PARCEL TOTALING 5.10 ACRES OF LAND LOCATED ON S. 13TH STREET BETWEEN HICKORY STREET AND FIR STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board reviewed the Zoning Map Amendment application numbered PAB 2017-12 at its October 11,2017 meeting and unanimously recommended approval of the change to apply a Planned Unit Development (PUD) Overlay on the subject property; and

WHEREAS, notice of public hearing on such application 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 ENACTED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. PROPERTY INVOLVED. The property identified for this change of the Zoning Map is located on S. 13th Street between Hickory Street and Fir Street and identified as Parcel ID 00-00-31-1800-0240-0010, totaling approximately 5.10 acres, and is shown on the map attached hereto as Exhibit "A".

SECTION 2. ZONING MAP CHANGE. For the property in question, the City's Zoning Map is hereby changed Planned Unit Development Overlay and retains the existing Medium Density Residential/ R-2 zoning district.

SECTION 3. SEVERABILITY**.** If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 4. This Ordinance shall take effect immediately after its final adoption.

ADOPTED this 5th day of December, 2017.

CITY OF FERNANDINA BEACH

_____
ROBIN C. LENTZ
Mayor - Commissioner

ATTEST:

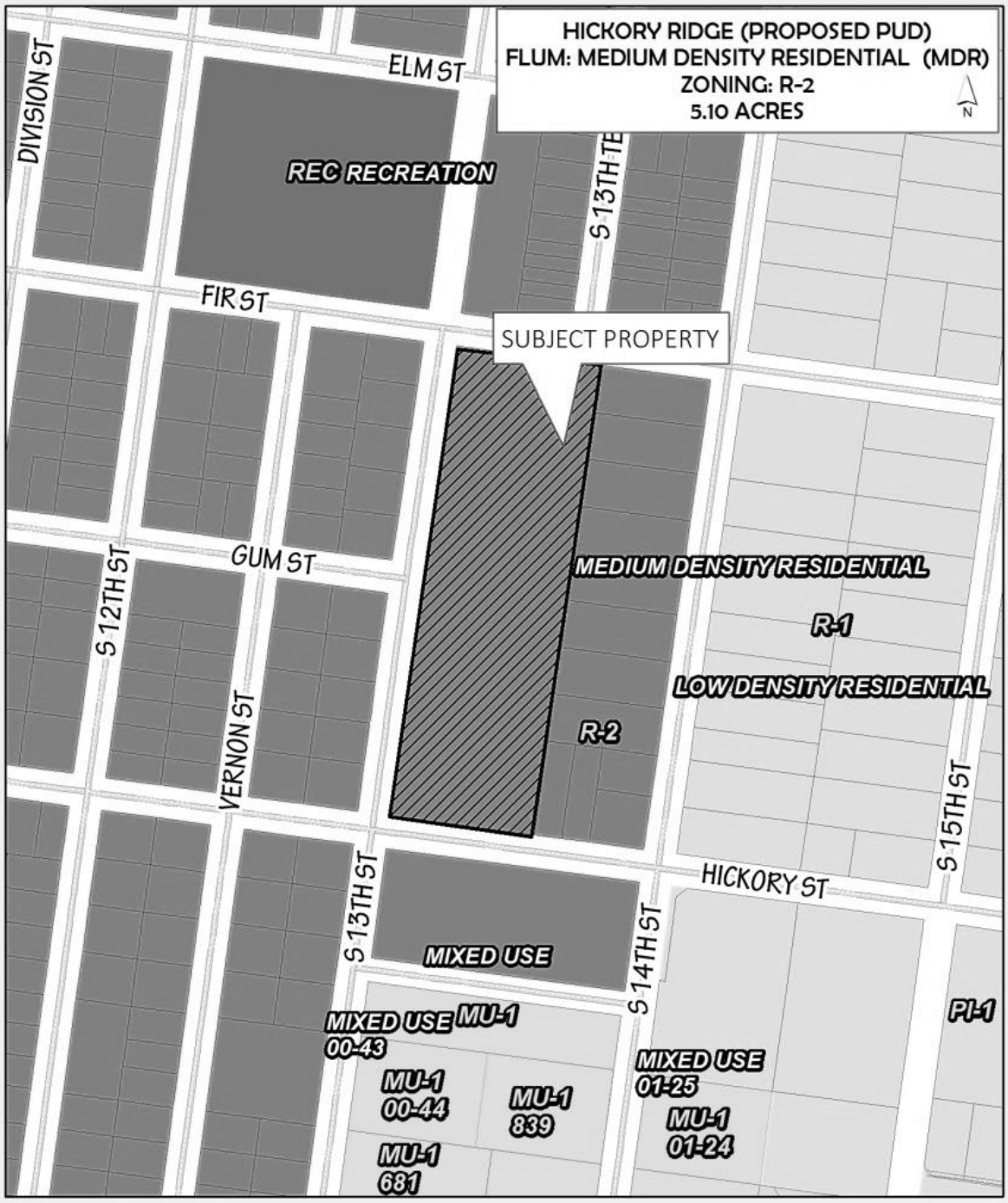
APPROVED AS TO FORM AND LEGALITY:

_____
CAROLINE BEST
City Clerk

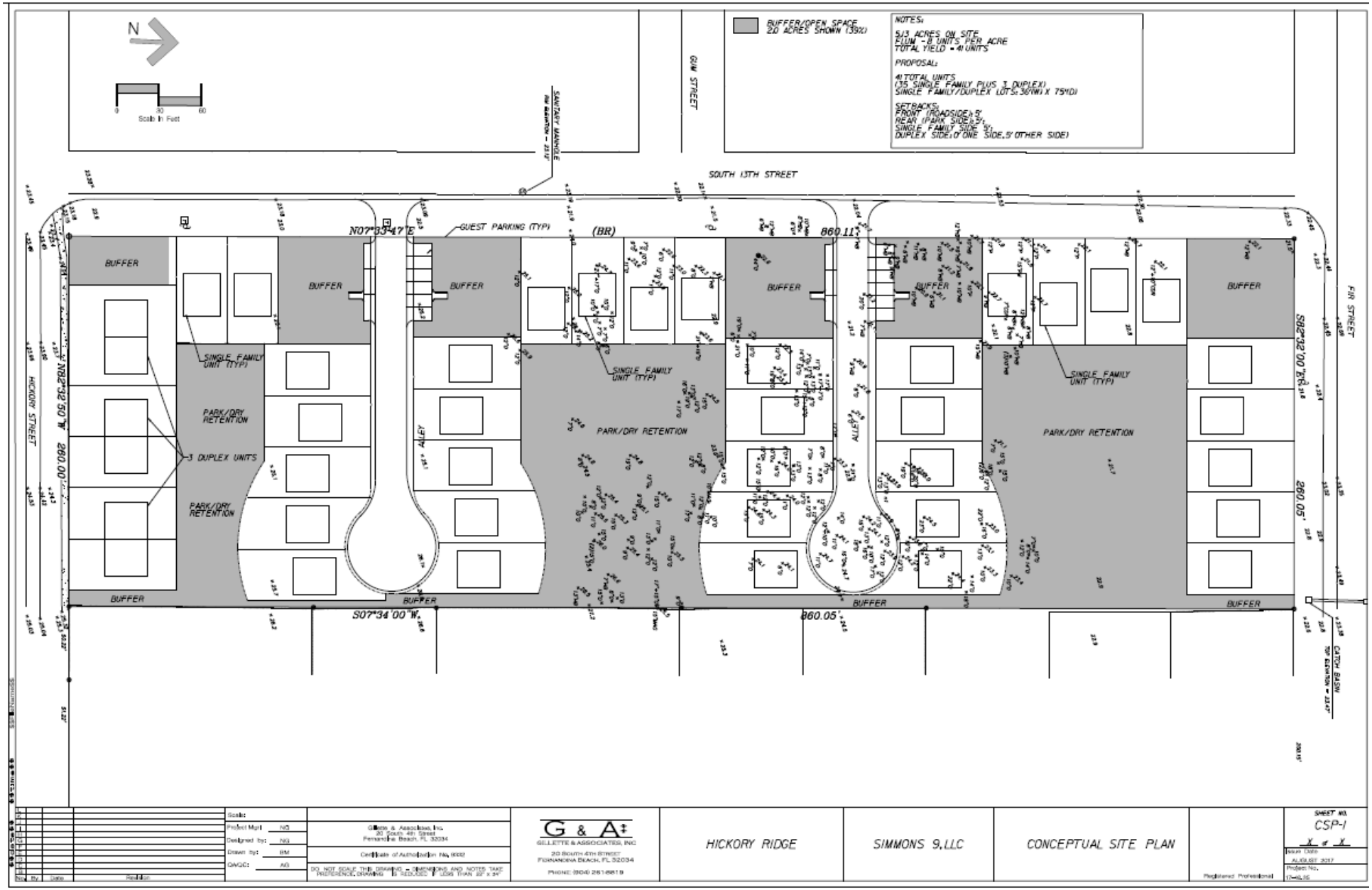
_____
TAMMI E. BACH
City Attorney

ORDINANCE 2017-25
EXHIBIT "A"

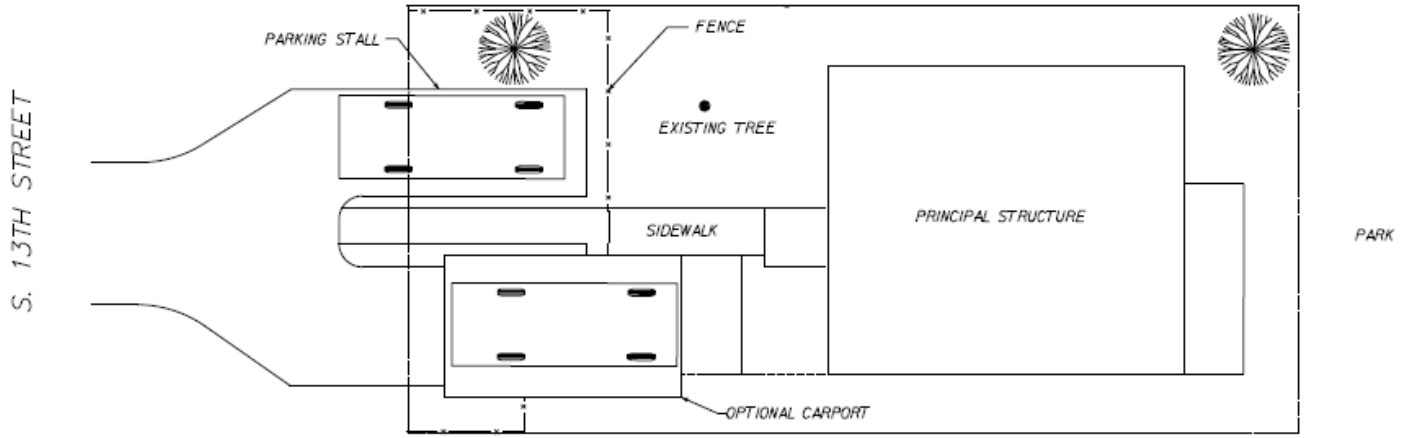
ZONING MAP CHANGE WITH PLANNED UNIT DEVELOPMENT OVERLAY FOR AN APROXIMATE 5.10 ACRE PARCEL IDENTIFIED AS 00-00-31-1800-0240-0010 AND LOCATED ON S. 13TH STREET BETWEEN HICKORY AND FIR STREETS.



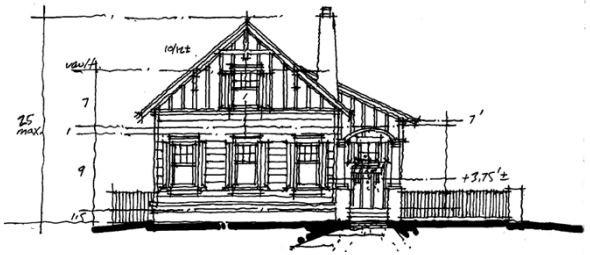
ORDINANCE 2017-25
EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN



ORDINANCE 2017-25
EXHIBIT C
CONCEPTUAL LOT SITE PLAN AND ARTISTIC RENDERING



ARTISTIC RENDERING ONLY



14				Scale							
13				Project Mgr1 NG							
12				Designed by1 NG							
11				Drawn by1 AD							
10				CHKD1 AG							
09	5-25-17	Revised cover page per comments and base									
08	5-15-17	Revised to address CPTRB/HVMC comments									
	No.	Date	Revision								

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

Certificate of Authorization No. 5332

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING TO BE REDUCED IF LESS THAN 22" x 34"

G & A
GILLETTE & ASSOCIATES, INC
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE (904) 261-6619

SOUTH 13TH STREET
AMELIA ISLAND

SIMMONS 9, LLC

CONCEPTUAL LOT
SITE PLAN

Registered Professional

SHEET #0.
CLSP-1
X of X

ISSUE DATE
FEBRUARY 2017
PROJECT NO.
15-020

ORDINANCE 2017-25
EXHIBIT D
DEVELOPMENT NARRATIVE

("HICKORY RIDGE")

I. General Conditions:

The HICKORY RIDGE PUD consists of approximately 5.13 acres of land that is located between South 13th Street, Hickory Street and Fir Street in Fernandina Beach, Florida. The Hickory Ridge PUD will consist of forty one (41) total residential units. These units will be a mix of single family and duplex housing products to provide two different housing types. Open space will also be provided as part of the PUD.

A. The Hickory Ridge PUD will be developed as delineated on the Preliminary Development Plan (attached hereto as Exhibit "B"). The Hickory Ridge PUD Preliminary Development Plan incorporates by reference the terms of these PUD Conditions and the Developer's statements made in the related rezoning application, which collectively set forth the Developer's written plan of development for the Hickory Ridge PUD, and which are intended to clearly demonstrate that approval of the Hickory Ridge PUD will benefit the community as a whole and fulfill the applicable policies of the Fernandina Beach Comprehensive Plan, and Ordinance 2006-14, as amended, the Fernandina Beach Zoning Code (the "Zoning Code").

B. The Developer may, at their discretion, develop the Hickory Ridge PUD in phases.

C. All commons areas in the Hickory Ridge Subdivision will be constructed to serve the entire Hickory Ridge Subdivision and will be owned and controlled by one Homeowner's Association (HOA).

D. Within one (1) year after approval by the Fernandina Beach City Commission of the Hickory Ridge PUD Preliminary Development Plan, the Developer shall submit a final development plan for the Project to the Technical Review Committee for review. Upon expiration of the Hickory Ridge PUD, the zoning shall revert to R-2 zoning.

E. The Developer may, at their discretion, simultaneously submit engineering plans for the Project as a whole for approval by the Technical Review Committee. The City Commission, upon request from the Developer and for good cause shown, may extend the one (1) year time period for submitting the final development plan. Such extension shall not exceed one (1) year.

F. The location and size of all lots, roads, project entrances, recreation/open space and other areas shown on the Hickory Ridge PUD Preliminary Development Plan is conceptual such that the final location of any roads, project entrances, recreation/open space and other areas will be depicted on the final development plan and the final engineering plans so long as the changes do not constitute a Major Amendment to the PUD. However, a significant change to the location/size of the proposed open space or significant change to the location of roadways or transportation improvements will be considered a substantial deviation and will require approval from the Planning Advisory Board.

II. Specific Conditions:

A. Open Space and Common Areas.

1. Open space areas shall be provided for the project. The location of these areas is indicated on the Hickory Ridge Preliminary Development Plan. All common area open space for the applicable phase of the project shall be included in the final development plan of the Project.
2. Any active recreational facilities and accessory structures in the Project shall be subject to site plan approval by the Technical Review Committee and shall be constructed within the upland portion of the open space provided in the Preliminary Development Plan.
3. As shown on the Site Data Table in the Hickory Ridge Preliminary Development Plan, the Developer has committed approximately 2.0 acres of the Hickory Ridge PUD for use as active recreation and/or open space, and such calculation has been made in accordance with the requirements of the Zoning Code. Retention facilities may also be placed within this open space area. It is anticipated that dry retention facilities will be used throughout the entire development which will enhance tree preservation.
4. The open space areas and related maintenance and use restrictions shall be evidenced by recorded deed restrictions or recorded Declaration(s) of Covenants and Restrictions (collectively, the "Covenants and Restrictions"). All privately owned open space shall continue to conform to its intended use as shown in the final development plan and final engineering plans for the project.
5. The Hickory Ridge PUD shall be subject to the Recreation Impact Fees for Regional Parks unless cash and land or a combination thereof contributions are given to Fernandina Beach to satisfy concurrency requirements. The construction of onsite amenities and active recreation areas within the Hickory Ridge Subdivision will qualify for local park impact fee credits due to the provision local parks for the use by the residents.

B. Administration of Community Space and Facilities:

1. The Developer will administer common open space through the Hickory Ridge HOA and shall conform to the following requirements:
   a. The Developer shall establish the applicable association or nonprofit corporation prior to the sale of any lots or units by the Developer to any third party within the Hickory Ridge PUD.
   b. Membership in the association or nonprofit corporation shall be mandatory for all property owners within the Hickory Ridge PUD and the Hickory Ridge Subdivision governed by such entity.

c. The Developer may elect to form separate and/or multiple property owners and/or homeowners association within the Hickory Ridge PUD and Subdivision. If so, the Developer shall establish a master property owners and/or homeowners association for the Hickory Ridge Subdivision that shall be responsible for the maintenance of master drainage and open space areas, subject to the conditions set forth herein. All improvements including roads, master drainage facilities, storm sewers, etc. shall be completed and approved by Fernandina Beach before being transferred to any homeowners' organization or dedicated to the City of Fernandina Beach, as applicable.

d. The applicable association or nonprofit corporation shall manage all common areas, recreational and open space and recreational facilities that are not otherwise dedicated to the public and that are within the lands that are subject to the jurisdiction of such association or nonprofit corporation; shall provide for the maintenance, administration and operation of such portions of the Hickory Ridge PUD and any other lands located within the Hickory Ridge PUD that is not publicly or privately owned; and shall secure adequate liability insurance governing such areas owned or operated by such association or nonprofit corporation.

C. Stormwater Facilities:

1. The Hickory Ridge PUD shall be served by a stormwater system, which shall adhere to the applicable standards of the St. Johns River Water Management District and City of Fernandina Beach for residential stormwater systems. If the Developer is able to treat and attenuate <u>existing</u> offsite stormwater flow through the onsite stormwater system, the project will get credited any applicable stormwater <u>impact</u> fees based on the offsite stormwater flow that is accommodated by the development.

2. All St. Johns River Water Management and Fernandina Beach permits for stormwater facilities shall be obtained by the Developer. The developer shall obtain an operating permit for these facilities.

D. Residential Development Standards:

1. The Hickory Ridge PUD shall include not more than forty one (41) dwelling units. This includes a mix of single family and duplex units as depicted on the Preliminary Development Plan (Exhibit "B"). Each duplex unit is considered to be two (2) lots of record for individual conveyance. Below are the site development standards:

(1) Minimum Lot Requirements:

(a) Minimum lot width: Thirty Six (36) feet (Single Family & Duplex)

(b) Maximum height: Thirty (30) feet (Single Family & Duplex)

(c) Maximum impervious area: Eighty-five percent (85%) (Single Family & Duplex)

(2) Minimum Required Yard Setbacks:

(a)	Front (Road side):	Five (5) feet; (Single Family)
	Front (Road side):	Five (5) feet; (Duplex)
(b)	Side yard:	Five (5) feet; (Single Family)
		Five (5) feet -1 side; (Duplex)
		Zero (0) feet other side; (Duplex)
(c)	Rear yard (Parkside):	Five (5) feet; (Single Family)
		Five (5) feet; (Duplex)
(d)	Accessory Use (unenclosed)	3 feet for all yards (Single Family)

2. All screened pool enclosures, whether attached, semi-attached or detached from the principal building, shall adhere to a minimum yard setback requirement of three (3) feet and shall not be located in the front yard.
3. Accessory uses shall be permitted and shall not exceed 625 square feet of enclosed ground floor area. Permitted accessory uses include those identified in Table 2.02.03 of the Land Development Code, as amended, for the R-2 zoning classification, with the exception of Home Occupation. The building setbacks for all accessory uses, except as described above in Section II (D)(1)(2)(d), shall match the principal structure setbacks described in Section II(D)(1) of this document. Maximum building height for accessory structures shall be 25 feet.

E. Home Occupations: Home occupations shall be permitted with special exception (subject to supplemental standards), as granted individually by the City of Fernandina Beach.

F. Off-Street Parking & Loading: Residential development within the Hickory Ridge PUD shall be subject to the applicable off-street parking and loading required for such use, pursuant to Section 7.01.04 of the Land Development Code. This includes 2 off-street parking spaces per unit.

G. Signage:

1. The Hickory Ridge PUD may have project identification signage at all external entrances to the Hickory Ridge PUD. External entrance project identification signs shall not exceed fifty (50) square feet on each face. All project signs will be designed as ground-mounted signs or integrated into or mounted on landscape features such as walls and fences. All lighting of signs will be sign mounted or ground mounted units projecting onto the sign. The signs at each external project entrance or recreational area will be single faced or double faced and the external entrance signage may include one (1) separate sign, one (1) on each side of the entrance,

not to exceed a total number of two (2) signs for the entire development.

2. Each open area within the Hickory Ridge PUD shall also be entitled to identification signage. Open space area identification signage shall not exceed ten (10) square feet on each sign face.
3. The location of signage shall be delineated on the site plan submitted to the Development Review Committee for approval.
4. Traffic and street name signage may include aesthetic framing. However, any applicable FDOT/Fernandina Beach standards for sign face, elevations, etc. shall be maintained by the Developer and/or homeowners' association as appropriate.
5. There is no other specific reserved signage approvals requested for the Hickory Ridge PUD. Home occupations, which are approved as a supplemental use as detailed herein, shall not be allowed any signage rights.

H. Sidewalks and Street Lights:

1. If acceptable to City Staff and the City Commission, the Developer will install a 5-foot wide sidewalk along the property frontage for Hickory Street, South 13th Street, and Fir Street.
2. Street lights shall be provided along all alleys, as determined to be necessary. The Developer shall submit a lighting plan, demonstrating the location of streetlights, with final engineering plans for approval by the Technical Review Committee.

I. Amenities:

1. Developer will dedicate and/or construct the following amenities within the Hickory Ridge Subdivision:
   a. Buffers shown on the Preliminary Development Plan

Developer may, at its option, construct additional amenities. <u>All</u> amenities constructed within the Hickory Ridge Subdivision, when operational, are intended to serve all homeowners within the Hickory Ridge subdivision.

J. Visual Screen/Buffer:

A visual screen/buffer shall be provided along all property boundaries, except where driveways or utility connections are shown, as depicted on the Preliminary Development Plan (Exhibit "B"). The buffer/screen <u>may</u> include a wood, wood composite, masonry wall, or vinyl fence, existing or planted landscaping, earth mounds or combination thereof so long as such measures shall provide at the time of installation a minimum of 85 percent opacity for that area between the finished grade level at the common boundary line and eight (8) feet above such level and horizontally along the length of all common boundaries.

K. Construction Standards:

1. Except as specifically provided herein, all development in the Hickory Ridge PUD shall be in accordance with Fernandina Beach's land development standards, and any applicable State standards, in effect at the time of submittal of the Final Development Plans and/or Plat of record and any applicable utility providers standards with respect to any water, sewer, or electrical utilities for the Hickory Ridge PUD served by the City of Fernandina Beach or any other utility provider.
2. All utilities shall be located underground.

L. Temporary Uses:

1. One temporary rental office shall be allowed on the premises during construction.
2. The Developer, or its designated successor, assign or designee, will be required to maintain a copy of the approved Planned Unit Development Ordinance, including the Final Development Plan and PUD Conditions in any sales office located upon the Hickory Ridge PUD, which is available for inspection by project residents, including the posting for public viewing of the Final Development Plan in any sales office.
3. The siting of temporary construction trailers shall be allowed on the Hickory Ridge PUD during construction. The temporary construction trailers must be removed within thirty (30) days of completion of the improvements, for which the temporary construction trailers are being utilized, provided the right to temporary construction trailers shall continue until build- out of the project.

M. Alterations:

Changes in the location of the road(s), project entrances, stormwater system improvements, and to the boundaries, size and configuration of lots and Recreation/Open Space areas, as depicted on the Hickory Ridge PUD Preliminary Development Plan to accommodate environmental, permitting and design factors, conditions and requirements of the Developer is allowed, so long as the change does not constitute a Major Amendment to the PUD, provided the integrity of the original application is maintained and provided the same shall be finalized by the Developer during final engineering plan approval for the applicable phase of development. The Fernandina Beach Land Development Code will govern all applicable procedures for changes to the PUD.

N. Ownership and Maintenance:

1. The Hickory Ridge PUD and related uses/facilities associated therewith (other than individual lots), will be owned, maintained and or operated as follows:
   a. Any areas associated with the development (i.e., recreation/open space areas, signage, landscape, stormwater systems, etc.) will be managed through a homeowners association(s) and/or a property owners association(s).
   b. To ensure that all of the recreation and open space

areas described in these PUD Conditions and depicted in the approved Hickory Ridge Preliminary Development Plan for any phase of the project will be used as intended, the Covenants and Restrictions described above will contain provisions consistent with terms of these PUD Conditions and any deed from the Developer to third party purchasers in the project will incorporate such Covenants and Restrictions by reference to the Covenants and Restrictions in each deed.

c. Such deed restrictions created by the Covenants and Restrictions shall run with the land in order to protect both present and future property owners within the Hickory Ridge PUD. The deed restrictions created by the Covenants and Restrictions shall prohibit the partition of any open space areas. The water/sanitary sewer improvements will be the responsibility of the private utility company, which provides service for this area, which is currently the City of Fernandina Beach.

O. Access:

1. Access to and from the Hickory Ridge PUD will be provided from Hickory Street, South 13th Street, and First Street as shown on the Preliminary Development Plan.
2. The location of all external and internal project entrances, accesses and roadways may change based on environmental, permitting and design factors, conditions and requirements of the Developer, so long as the changes do not constitute a Major Amendment to the PUD. The Developer will finalize the location of all external project entrances, accesses and roadways during the final engineering approval for the applicable phase of development. The Fernandina Beach Land Development Code will govern all applicable procedures for changes to the PUD.
3. Model home building permits will be issued upon installation of all necessary water mains and fire hydrants, and stabilization of all roadways internal to the development, and plat recording. Up to 10% of the total lots for each phase of the development may be issued as model lots; however, Certificates of Occupancy will not be issued for these models until all improvements for that phase are complete.
4. Each dwelling unit or other permitted use shall be provided access, either directly or indirectly, by a public right-of-way, private vehicular or pedestrian way or commonly owned easement.
5. City owned vehicles shall be permitted access on privately owned roads, easements and common open spaces in order to perform basic City services such as fire and police protection, emergency service needs of PUD residents, and site inspection by Fire-Rescue, Community Development, Engineering and Code Enforcement departments to monitor adherence to City regulations and the conditions contained herein.

6. The proposed rights of ways are to be a minimum of 30 feet in width and shall be dedicated to the City of Fernandina Beach for use and maintenance upon completion and acceptance by the City. The right of way reduction beyond typical City standards is proposed to accomplish the following:
   a. Alley design resulting in less impervious area;
   b. Introduction of more open space into the development; and
   c. Greater tree retention due to less impacted area

   All roads will be constructed to City standards and will be subject to traditional testing and inspections methods commonly performed by the City and described within the City Land Development Code.

P. Notification: The Applicant shall incorporate into the covenants and restrictions notification to all property owners that they are living in a Planned Unit Development (PUD).

III. Justification for Planned Unit Development Classification for this Project and Approval of the Preliminary Development Plan:

The proposed project allows for development of the Hickory Ridge PUD for mixed residential uses in a manner that warrants flexibility in the application of land use controls for Fernandina Beach, Florida consistent with the intent of Section 2.02.02 of the Fernandina Beach Land Development Code. The project design is also in harmony with the general purpose and intent of the Fernandina Beach Comprehensive Plan. The design and layout of the Hickory Ridge Planned Unit Development (PUD) requirements:

1. Does not increase the density provided within the existing Future Land Use Map designation of Medium Density Residential;
2. Provides workforce housing within the City of Fernandina Beach in keeping with surrounding land uses;
3. Provides additional buffering beyond what is required between the proposed development and existing development;
4. Cluster development allows greater tree retention then existing R-2 single family development would provide;
5. Garden style type development allows for units to abut open space areas;
6. Is located within walking distance to three (3) existing schools;
7. Is located within an area with adequate infrastructure and similar residential uses;
8. Enhances the appearance of the area through preservation of natural features, the provision of underground utilities, where possible, and the provision of open space areas in excess of existing Zoning Code and subdivision requirements;
9. Provides an environment of stable character compatible with the surrounding areas; and
10. The Hickory Ridge PUD Preliminary Development Plan which incorporates by reference the terms of these PUD Conditions and the statements made by the Developer in the related rezoning application includes the criteria required for the Fernandina Beach Planning Advisory Board and the Fernandina Beach City Commission to review and approve the Hickory

Ridge PUD Preliminary Development Plan.

STAFF REPORT
PAB 2017-12 (Zoning Change: PUD)
Planning Advisory Board Hearing
October 11, 2017

APPLICATION FOR ZONING CHANGE/ PUD
HICKORY RIDGE

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Simmons 9, LLC				
AGENT:	Gillette and Associates, Inc.				
REQUESTED ACTION:	Zoning Change for Planned Unit Development (PUD)				
LOCATION:	**S. 13th Street between Hickory and Fir Streets**				
CURRENT LAND USE + ZONING:	Medium Density Residential (MDR) Land Use + Medium Density Residential (R-2) zoning				
EXISTING USES ON SITE:	Vacant Land				
PROPERTY SIZE:	5.13 Acres Parcel ID #: 00-00-31-1800-0240-0010				
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
	North	Recreation- Elm Street Park Ball Fields		REC	Recreation
	South	Affordable Housing- Attached duplex units		MU-1	Mixed Use
	East	Single Family Detached Homes		R-2	Medium Density Residential
	West	Vacant and Single Family Detached Homes		R-2	Medium Density Residential

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Community Development Department Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant, Simmons 9, LLC, requests consideration of a Planned Unit Development Overlay (zoning change) for 5.13 acres of undeveloped land located on S. 13th Street between Hickory Street and Fir Street. The request is made to provide flexibility from minimum site design standards and allow for increased open space areas and multiple housing types (3 duplex units and 35 single family detached homes) within a subdivision totaling 41 residential dwelling units in a "garden type" design. The PUD requests reduced setbacks, reduced minimum lot width, and increased lot coverage on individual housing sites in order to provide additional open space, maximize preservation of trees and to increase buffering between the subdivision and the adjoining developed homes sites fronting on S. 14th Street. The applicant seeks to create a fee simple housing product to meet workforce housing demands within a centrally located area of the City. As part of the letter of intent for the PUD, the applicant has provided an economic analysis to demonstrate how the product would fulfill this need within the community.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.01.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.
AND
Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity

through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as: described below.

a. **No Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
b. **No Areas of urban development or uses which fail to maximize the use of existing public facilities;**
c. **No Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
d. **No Leapfrog/scattered development or ribbon/strip commercial development patterns.**

Policy 1.04.01 The City shall encourage needed redevelopment and infill development through incentives such as the following:

a. **Density or intensity bonuses;**
b. **Provision of alternative site design requirements in designated redevelopment areas;**
c. **Provision of overlay districts;**
d. **Provision of development guidelines in designated historic districts and the community redevelopment area; and**
e. **Expedited review processes**

The City encourages infill development in its already urbanized areas that provide housing near job centers, preserve open space, capitalize on existing community assets such as parks, and removes the crime associated with vacant, underutilized or abandoned properties. If approved, this infill development which is located in close proximity to the Middle and High Schools and within walking distance to recreational opportunities will be in accordance with Comprehensive Plan Objective 1.04. The property is within ½ a mile of retail shopping, restaurants and a movie theater. It is also less than a mile from Nassau Baptist Health complex and slightly over one (1) mile to downtown (City Hall).

The proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities. The subject property lies in an area of existing urban development. The proposed development will rely on improved roadways on S. 13th Street, Hickory Street, and Fir Street for access to the subdivision. Water and sewer services are available to serve the site and this proposed development. No leapfrog development is occurring.

Existing uses within the general area are consistent with the proposed development request to create 35 single family detached home sites and three (3) duplex housing types. The development site which is not located in a Coastal Upland Protection Zone or special flood hazard area, and the levels of service are discussed in the following paragraphs.

Policy 4.01.01. The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	**300 gallons per day per ERU (Equivalent Residential Unit)**

Solid Waste Facilities	**Average Solid Waste Generation Rate: 5.9 pounds per capita per day**
Stormwater Management Facilities	**Policy 4.01.02** *All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.*
Potable Water Facilities	**Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)**
Fire-Rescue Services	**240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)**
Police and Law Enforcement Services	**Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls**

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. The City's ability to maintain adopted levels of service for these utilities was confirmed at the time the City annexed the property and assigned the Medium Density Residential land use and RLM Zoning. Given the established Medium Density Residential (MDR) land use and R-2 (Medium Density Residential) zoning which allows for up to eight (8) dwelling units per acre on the subject property, the development potential of the site could have resulted in a maximum of 43 dwelling units.

A concurrency determination for impacts to Nassau County roadways must be assessed under the City's current requirements contained in LDC Section 7.04.05. All proposed developments generating more than 400 Average Daily Trips (ADT) require a traffic concurrency determination from the Northeast Regional Council. Under the proposed development scenario containing 41 dwelling units, Staff estimates that approximately 392 Average Daily Trips (ADT) could be generated by this development; resulting in 41 p.m. peak hour trips[1]. Traffic impacts are likely on only State and Nassau County maintained roadways. Nassau County collects mobility fees for roadway impacts based on their adopted a mobility plan. It is expected that the City will, through its adopted Interlocal agreement with Nassau County, collect mobility fees on their behalf for projects within the City. This would be similar to the past collection of transportation impact fees which ceased in 2006.

The City owns and operates three potable water treatment facilities which combined can provide 18.2 million gallons per day. Potable water customers on the average consume approximately 5 million gallons per day. The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. At the adopted level of service and the proposed development density, the residential units will consume 14,350 gallons of water per day (41 units x 350 gallons per ERC per day).

[1] ITE Code 210 (Single-Family Detached Housing) average PM peak hour trips = 41 (~1 trip/ dwelling unit)

The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. The facility's customers currently generate, on average, 1.9 million gallons per day. At the adopted level of service and the proposed development density, the site will generate 33,005 gallons of wastewater per day (41 units x 2.3 x 350 gallons per ERC per day). The Commercial facilities are calculated by an Equivalent Residential Connection (ERC) standard, which is calculated by the utilities director. The utilities director indicates that plant capacity is available for the site; however, other facilities, such as pipe and lift station capacity, will have to be evaluated, and the developer will have to pay for what improvements are necessary to accommodate any proposed development. These determinations will be made in advance of site plan review and necessary improvements will be required as a part of site plan approval.

As for solid waste and drainage, the City currently has a contracted services with Advanced Disposal to dispose of solid waste city-wide, therefore the impact is not necessary as part of the preliminary plat review. Drainage impacts from any new development or redevelopment will be reviewed by the City's Technical Review Committee (TRC). The City requires storm water drainage to be retained on-site and permitting through the St. John's River Water Management District (SJRWMD). Permitting from SJRWMD is a requirement for final approval and receipt of a local development order from the TRC.

All public facilities and services are currently available to the development and each service is able to maintain or exceed its level of service standards as required by Policies 1.01.02, 1.02.03, and 4.01.01.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

2.02.02 Planned Unit Development Overlay
The Planned Unit Development (PUD) Overlay is intended to provide for more than one (1) land use within a mixed use development; allow more than one (1) housing type within a residential PUD; allow innovative arrangement of streets, lots, uses, and buildings; and to improve the efficient use of infrastructure by the clustering of homes, businesses, and other uses in a coordinated, planned development.

The applicant's request for a PUD is consistent with the intention of the overlay district described in LDC section 2.02.02. There are two proposed land uses for the development, residential and conservation. As previously stated, the applicant's intent for the request is to allow for flexible building setbacks that allow for enhanced tree preservation throughout the neighborhood. The thirty foot (30') Right of Way (ROW) allows for a one-way traffic circulation with one entrance access and one exit access onto Citrona Drive.

4.03.01 Standards for Planned Unit Development (PUD) Overlay
A. Purpose
It is the purpose of the PUD overlay district to provide flexible land use and design and to allow planned diversification and integration of uses and structures, while retaining to the City the authority to establish limitations and regulations thereon for the benefit of the public health, welfare, and safety. A PUD overlay district is intended to promote economical and efficient land use, an improved level of amenities, appropriate and harmonious variety in physical development, creative design, variety of housing types, and a better urban environment.
B. A PUD overlay district shall have the following characteristics:

1. Unified control for development purposes;
2. Unified site design, planned and developed as a whole, in a single development operation or a programmed series of development operations, including lands, buildings, structures, and uses;
3. Civic spaces in residential developments which provide opportunities for resident social interaction;
4. Commercial land uses, if any, which provide convenient service, employment, and access, and yet remain separated from residential areas by the use of landscaping and natural buffers; and
5. Conservation of natural resources as set forth in Chapter 3.

C. A PUD shall provide a public benefit. At a minimum, two (2) or more of the following public benefit conditions shall result from the implementation of the proposed PUD:
1. Replacement of nonconforming development;
2. Creation of public open space, such as plazas or parks;
3. Improved waterfront protection and enhancement of views of oceanfront and riverfront areas;
4. Preservation of designated historically significant structures;
5. Replacement or rehabilitation of obsolete, blighted, or underutilized buildings; or
6. Provision of bicycle paths and walkways that provide public access to public open space or water bodies.
7. An application for a PUD shall contain comprehensive and detailed plans for development of the site, including building location, building dimensions, building elevations, location, and dimensions of accessory structures, landscaping, open space, amenities, and detailed plans for infrastructure.

D. An application for a PUD shall contain comprehensive and detailed plans
for development of the site, including building location, building dimensions, building elevations, location and dimensions of accessory structures, landscaping, open space, amenities, and detailed plans for infrastructure.

E. An application for approval of a PUD shall include a description of the program for provision, operation, and maintenance of areas, improvements, facilities, and services intended for common use by some or all of the occupants of the PUD, but which will not be provided, operated, or maintained at general public expense.

F. A PUD overlay district is permissible in the following zoning districts: R-1, RLM, R-2, R-3, MU-1, C-1, and C-2.

G. A PUD overlay district is prohibited within the Coastal High Hazard Area as established in the Comprehensive Plan.

H. The following general design standards shall be used in evaluating a PUD:
1. The preferred access to a PUD is an arterial or major collector street. A PUD shall be located and designed to minimize traffic impacts in established residential neighborhoods.
2. The natural topography, soils, natural vegetation, and surface water shall be preserved and utilized through the careful location and design recreation areas, open space, and drainage facilities. Open space areas shall utilize wetlands, floodplains, shorelines and other natural features.

I. The following specific design requirements apply to PUD development:
1. The minimum land area for a PUD is five (5) acres, except as set forth in Section 4.03.01(I)(2) below.
2. Where a minimum of twenty-five (25) percent of the dwellings in a residential PUD are set aside to meet affordable housing needs, the minimum land area may be reduced to two (2) acres.
3. A residential PUD shall include two (2) or more housing types. Permissible housing types include: single-family attached, single-family detached, townhouse, duplex, triplex, and multi-family buildings.
4. Within a residential PUD, five (5) percent of the land area shall be designed and used for civic or recreational purposes. Water bodies and wetlands shall not be included within the calculation of land area set aside for civic or recreational purposes.

5. Where residential uses are permissible in the underlying zoning district, the maximum residential density shall comply with the density standards set forth in Table 4.01.01.
6. Where nonresidential uses are permissible in the underlying zoning district, the maximum floor area ratio shall not exceed 0.21.
7. Within a mixed-use PUD, the following standards apply:
a. A minimum of five (5) percent of the land area shall be designed and used for civic purposes;
b. A maximum of fifty (50) percent of the land area shall be devoted to nonresidential uses;
c. A maximum of eighty (80) percent of the land area shall be devoted to residential uses; and
d. Water bodies and wetlands shall not be included within the calculation of land area set aside for civic or recreational purposes.

J. The following site design standards may deviate from the standards applicable to the underlying zoning district, and, upon approval of a site plan for the PUD, shall become binding upon all development within the PUD:

1. Minimum building setbacks;
2. Maximum building height;
3. Minimum parking ratio;
4. Maximum impervious surface ratio;
5. Minimum lot width; and
6. Landscape design.

The requested zoning is a PUD overlay using the underlying Medium Density Residential land use/ R-2 zoning classification. Permissible uses are provided in Table 2.03.02 and 2.03.03 of the Land Development Code. Section 2.02.02 of the Land Development Code states the intent of the Planned Unit Development zoning classification as an overlay district.

The written description and site plan provided by the applicant is in general compliance with the design standards provided in LDC section 4.03.01 (A-J). The justification for obtaining alternative setbacks, reduced minimum lot width, and an allowance for an increased individual lot coverage as part of the development serves to promote creative design and a better urban environment. The applicant would like to preserve the mature trees currently on the property as an amenity for the neighborhood thus, providing a public benefit not only to this neighborhood but to the entire community. The applicant has worked to design the site to increase the total amount of dedicated open space equaling roughly 39% of the development site. The developer also seeks to treat and attenuate existing offsite stormwater flow through their onsite stormwater system. A five (5) foot sidewalk will be installed along property frontage for Hickory Street, S. 13th Street, and Fir Street.

CONCLUSION:

The requested Zoning Change to allow for a Planned Unit Development (PUD) Overlay is consistent with and furthers the policies of the City's Comprehensive Plan and the Land Development Code. Staff recommends approval of the applicant's request for a Planned Unit Development Overlay to allow for the following deviations from the design requirements of the R-2 zoning district in which the property is located.

Minimum Lot Requirements:

(a)	Minimum lot width:	Thirty-six (36) feet (Single Family & Duplex)
(b)	Maximum height:	Thirty (30) feet (Single Family & Duplex)
(c)	Maximum impervious area:	Eighty-five percent (85%) (Single Family & Duplex)

(2) Minimum Required Yard Setbacks:

(a)	Front (Road side):	Five (5) feet; (Single Family)
	Front (Road side):	Five (5) feet; (Duplex)
(b)	Side yard:	Five (5) feet; (Single Family)
		Five (5) feet -1 side; (Duplex)
		Zero (0) feet other side; (Duplex)
(c)	Rear yard (Parkside):	Five (5) feet; (Single Family)
		Five (5) feet; (Duplex)
(d)	Accessory Use (unenclosed)	3 feet for all yards (Single Family)

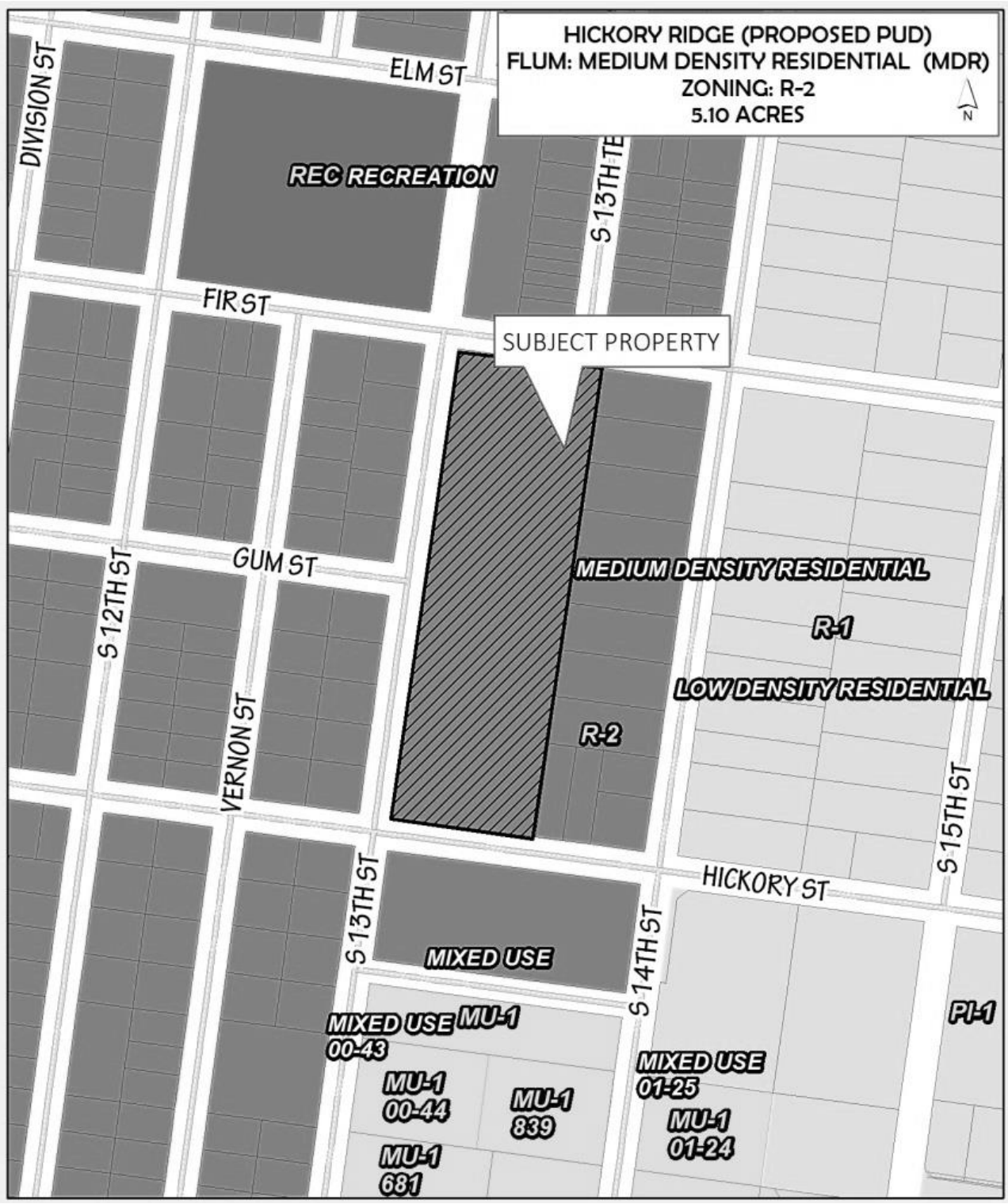
MOTION(S) TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2017-12 to the City Commission requesting that a zoning change to allow a Planned Unit Development overly be **(approved or denied)** and that PAB case 2017-12, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by:

Kelly N. Gibson, AICP
Planning Manager

EXHIBIT A


HICKORY RIDGE (PROPOSED PUD)
FLUM: MEDIUM DENSITY RESIDENTIAL (MDR)
ZONING: R-2
5.10 ACRES
N
DIVISION ST
ELM ST
REC RECREATION
S 13TH TE
FIR ST
SUBJECT PROPERTY
GUM ST
S 12TH ST
MEDIUM DENSITY RESIDENTIAL
R-1
LOW DENSITY RESIDENTIAL
R-2
VERNON ST
S 15TH ST
HICKORY ST
S 13TH ST
MIXED USE
S 14TH ST
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PI-1
MIXED USE
01-25
MU-1
00-44
MU-1
839
MU-1
01-24
MU-1
681

OFFICE USE ONLY

REC'D: 8/15/17 BY: _____

PAYMENT: $ 850 - TYPE: CK 1176

APPLICATION #: 2017-0001329

CASE #: 2017-12

BOARD MEETING DATE: Oct

PLANNING ADVISORY BOARD APPLICATION

- [x] ZONING MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- [ ] LAND USE MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- [ ] LDC TEXT AMENDMENT ($850)
- [ ] COMP PLAN AMENDMENT ($850)
- [ ] SUBDIVISION PLAT – PRELIM ($750)
- [ ] SUBDIVISION PLAT – FINAL ($850)
- [ ] VACATION OF R.O.W. ($850)
- [ ] VOLUNTARY ANNEXATION ($1050)

APPLICANT INFORMATION

Owner Name: Simmons 9, LLC

Mailing Address: 20 South 4th street, Fernandina Beach, FL 32034

Telephone: 904-261-8819 Fax: _____

Email: nick@gilletteassociates.com

Agent Name: _____

Mailing Address: _____

Telephone: _____ Fax: _____

Email: _____

PROPERTY INFORMATION

Street Address: South 13th street

Parcel Identification Number(s): 00-00-31-1800-0240-0010

Lot Number: 1-5, 6-10 Block Number: 240 Subdivision: -

Section: 31 Township: 3N Range: 28E

PROJECT INFORMATION

Total Number of Lots/Parcels: 1

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: 223,463 SF

Existing Zoning Classification: R-2

Existing Future Land Use Classification: Medium Density Residential

Previous Planning/Zoning Approvals: –

Description of Request:

create a PUD for 41 residential units and open space. The PUD would consist of 2 different housing types with multiple open space parcels

SIGNATURE/NOTARY

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

9-5-17
Date

Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

TAMRA KRUEGER
Notary Public - State of Florida
My Comm. Expires Nov 21, 2017
Commission # FF 072468

Subscribed and sworn to before me this 15 day of September, 2017

Notary Public: Signature

Tamra Krueger
Printed Name

11/21/17
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

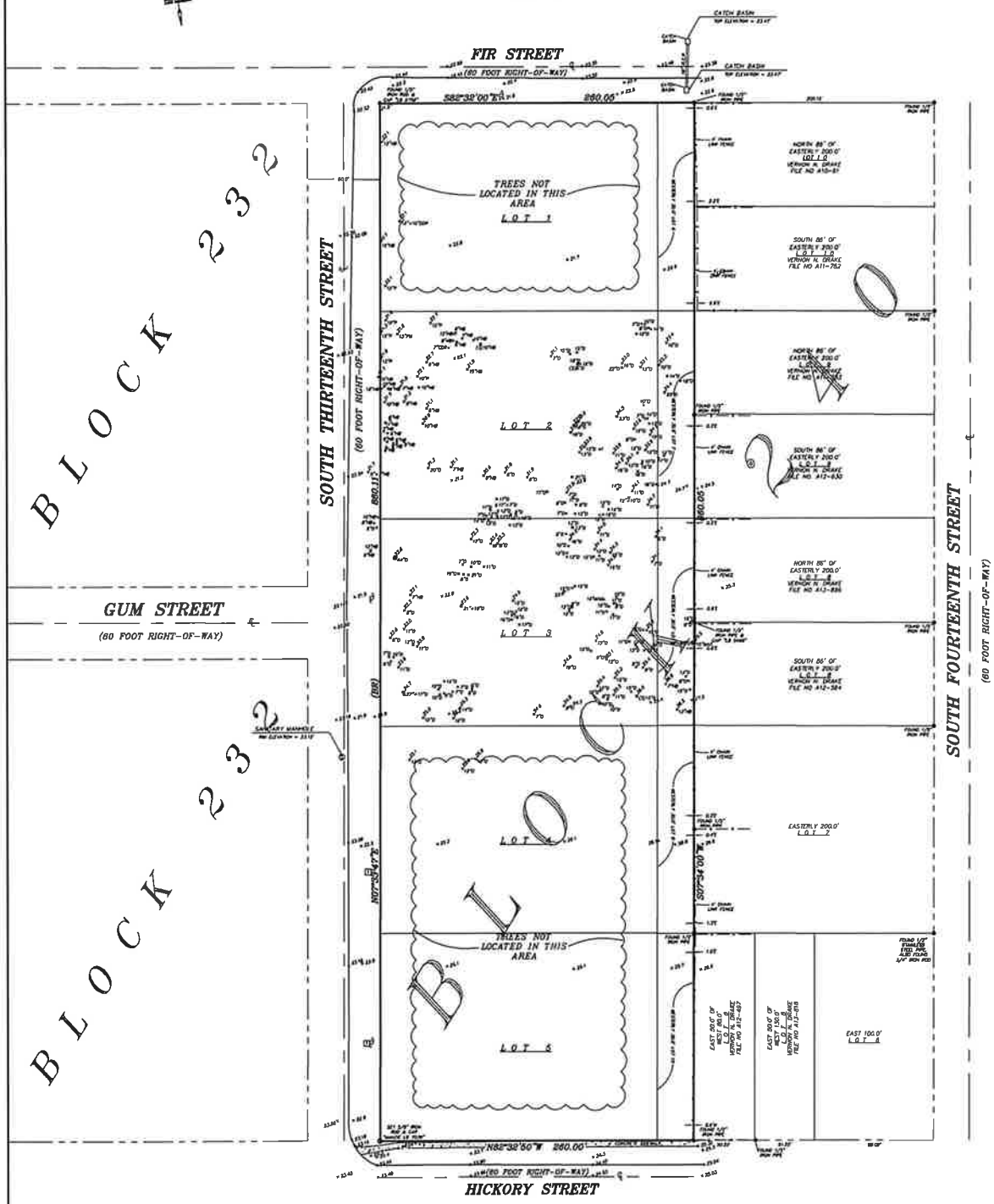
ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE OFFICIAL MAP OR PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), AS:

LOTS 1, 2, 3, 4, 5 AND THE WESTERLY 30.0 FEET OF LOTS 6, 7, 8, 9, AND 10 IN BLOCK 240.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

CERTIFIED TO:
OLLETTE & ASSOCIATES



LEGEND
℄ = CENTERLINE
x—x—x = CHAIN LINK FENCE
R.C.P. = REINFORCED CONCRETE PIPE
(B) = TELEPHONE PEDESTAL
(T) = WOOD POWER POLE

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 easements, rights-of-way, ownership or other instruments of record.
4) Bearings shown hereon are based on an assumed bearing of N07°33'47"E for the Easterly right-of-way line of South Thirteenth Street. The bearing reference line is indicated as thus (BR).
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 1100EC 0337F, Dated 12/17/2010. Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. As such 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 5J-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 the Northeast flange bolt on fire Hydrant located at intersection of South Fourteenth Street & Fir Street. (Elevation = 24.12' NAVD 1988).
10) This survey is protected by copyright and is certified only to the entities listed and only for this 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.
Copyright © 2017 by Manzie and Drake Land Surveying

TREE LEGEND
OAK = OAK TREE
HICKORY = HICKORY TREE
P = PINE TREE
PALM = PALM TREE

TREE DISCLAIMER:
SPECIES OF TREES HAVE BEEN DETERMINED TO THE BEST OF OUR KNOWLEDGE AND BELIEF. HOWEVER WHILE A TRUNK LOCATION MAY BE SHOWN, WE HAVE NO LIABILITY EXPRESSED OR IMPLIED FOR THE SUBMITTAL OF THE SPECIES DESCRIPTION.

TREES HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE BASED ON THE SCALE OF THE MAP, OR FIELD MEASUREMENT OF CONDITIONS WITHIN A TOLERANCE OF 3 FEET. CRITICAL TREES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

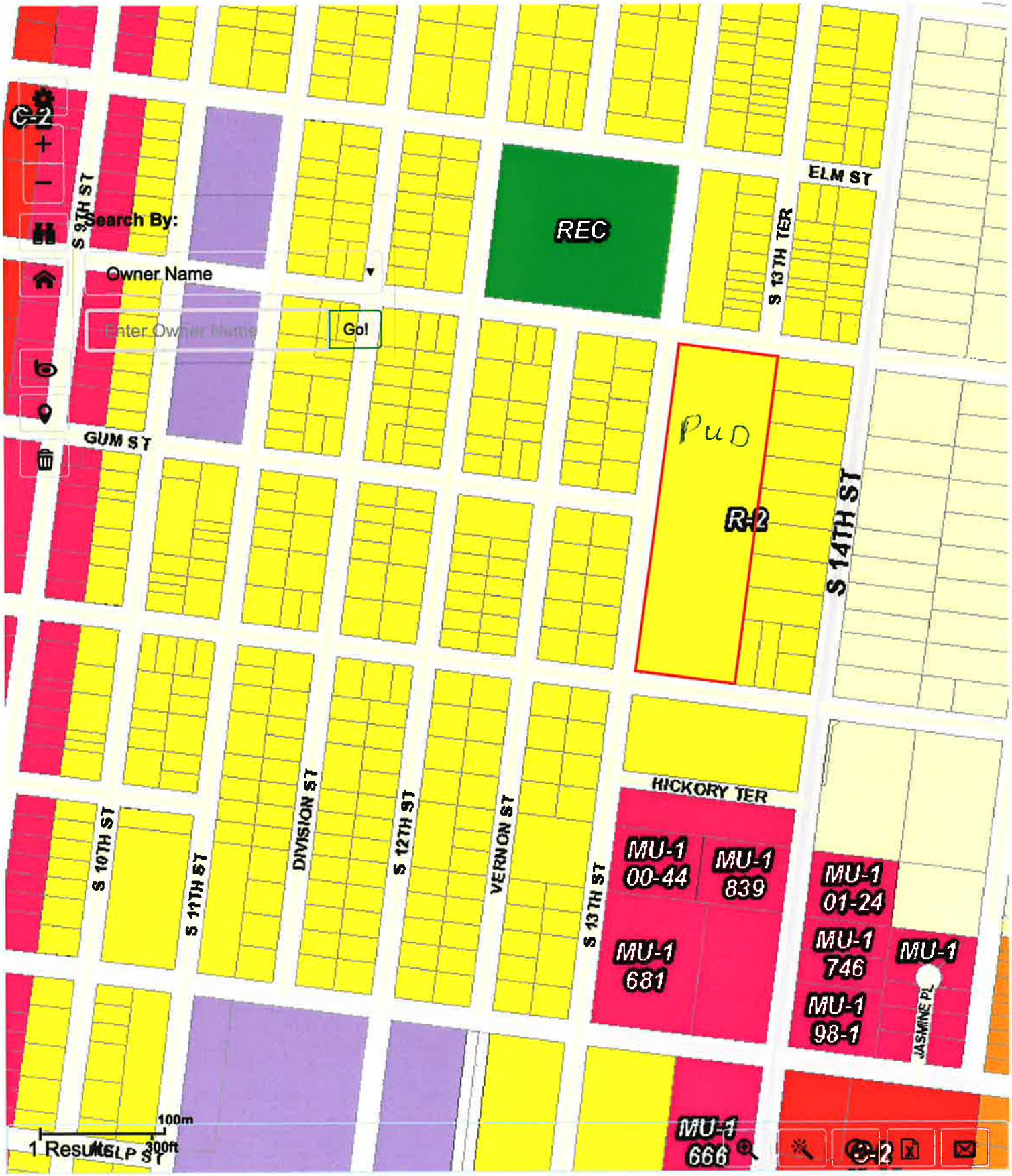
THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES

☐ MICHAEL A. MANZIE, P.L.S. 4069
☐ GUY L. MELVIN, P.L.S. 4729

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-8708 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"
"OUR RIGHTS ARE ON THE FUTURE.
SEE YOUR SITES ON US."

SCALE: 1"=40' JOB NO: 16871 DATE: 02/08/17 CADD: BH
F.B. NO: K-313 PAGE NO: 3 FIELD CREW: CB FILE NO: C-782

ZONING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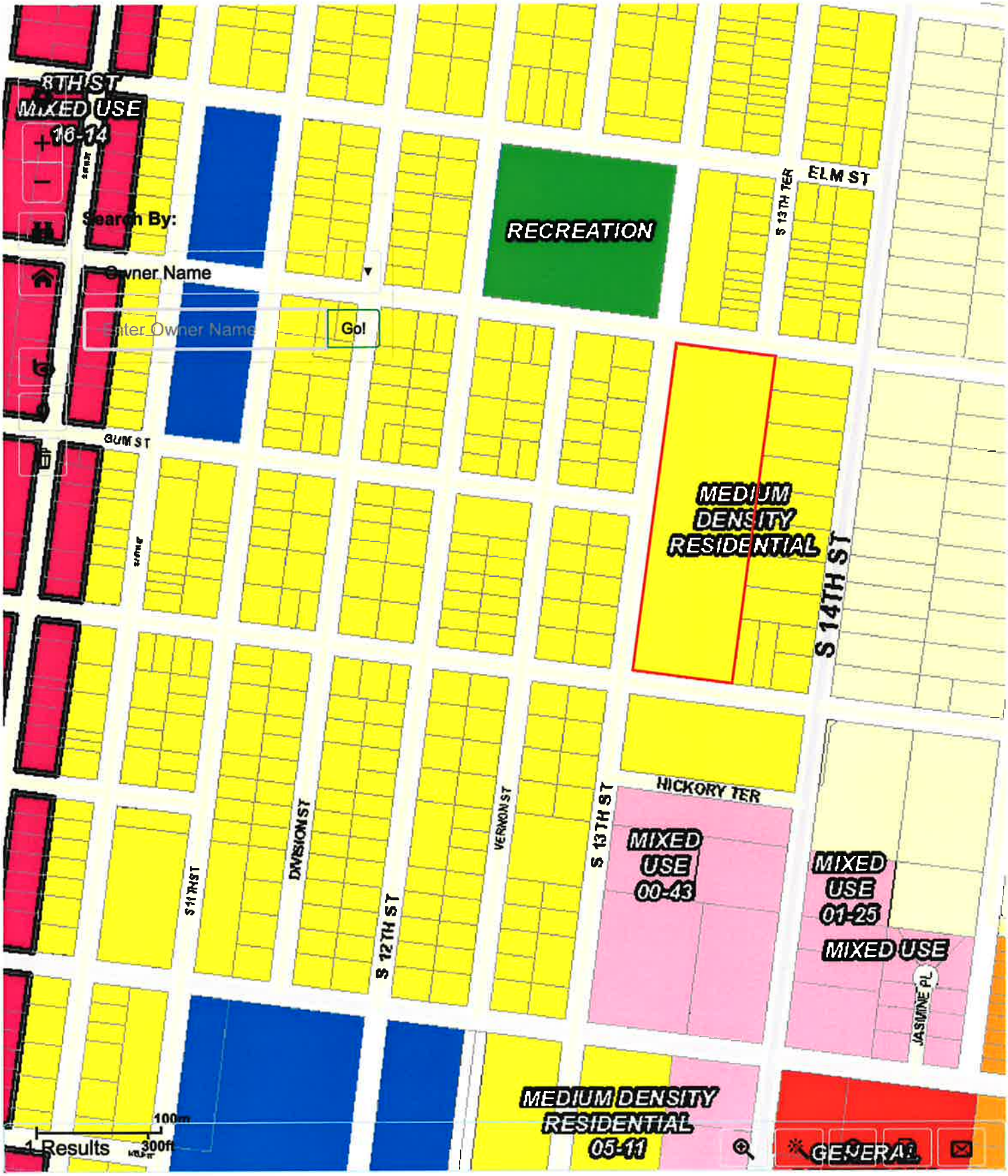
FLUM


8TH ST
MIXED USE
16-14
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Enter Owner Name
Go!
RECREATION
ELM ST
S 13TH TER
GUM ST
MEDIUM DENSITY RESIDENTIAL
S 14TH ST
HICKORY TER
S 13TH ST
VERNON ST
DIVISION ST
S 11TH ST
S 12TH ST
MIXED USE 00-43
MIXED USE 01-25
MIXED USE
JASMINE PL
MEDIUM DENSITY RESIDENTIAL 05-11
GENERAL
100m
300ft
1 Results

Gillette & Associates, Inc.

Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

September 28, 2017

Mr. Marshall McCrary
Community Development Director
204 Ash Street
Fernandina Beach, Fl 32034

Re: Letter of Intent – Hickory Ridge

Dear Mr. McCrary:

Gillette & Associates, Inc. is pleased to submit this Letter of Intent and associated application for a Planned Unit Development (PUD) named Hickory Ridge for approximately 5.1 acres located on South 13th Street within the Fernandina Beach City Limits. The property is bordered by three rights of ways (South 13th Street -west, Fir Street-north, Hickory Street-south) and scattered residential and park land. No wetlands are present on the subject property, as documented by a biologist who performed a site investigation.

The subject property is currently undeveloped and carries a Future Land Use Map designation of Medium Density Residential (MDR) and a zoning designation of R-2. The attached application requests a PUD overlay for 41 residential units and open space. This request complies with the underlying density of MDR.

The subject property is located adjacent to an attached affordable housing development, scattered single family development, City park and recreational land, and mixed use development one block to the south. The subject property is of sufficient size where creative design, including buffering where necessary, can be achieved for an infill type development in accordance with Comprehensive Plan Objective 1.04. This property also has the opportunity to provide a workforce housing element that is only available in a limited capacity within the City and would meet Comprehensive Plan Objectives 3.01.03, 3.01.05, 3.01.06, and 3.03. Water and sewer are available adjacent to the subject site.

The PUD will provide for multiple housing group types while also providing a unique "garden type" design. The existing R-2 zoning designation is a rigid residential zoning district that does not allow for this type of design flexibility. A reduction in setbacks is being requested in order to provide for additional tree preservation on site and allow for flexible housing product. In order to ensure the tree preservation goal is accomplished, a maximum building footprint of 1,100 sf is being proposed for the primary structure. A maximum 280 SF structure is being proposed for a garage element that is separate from the primary structure. This equates to a maximum aggregate building coverage of 1,380 SF per lot.

The total open space that is proposed to be dedicated and maintained by the Homeowners Association for the development is 2.0 acres or 39% of the site. If maximum buildout occurred on every lot in accordance with the proposed maximum lot coverage, an additional 0.38 acres of open space will be present on the 41 lots in aggregate. This would achieve an overall open space yield of over 46% for the entire site. It is highly unlikely full lot coverage will be achieved for each lot within the proposed development, resulting in open space in excess of 46% of the total site.

In order to provide guest parking, parking stalls have been added to each alleyway. Sidewalks will also be installed on the public rights of ways that abut the development.

It is the intent to add natural gas to the project and the houses will be served by underground power internal to the development.

In an effort to provide workforce housing, an economic analysis is presented below. This analysis is dependent on current economic conditions, which can change rapidly, but shows the good faith effort of this application to provide much needed workforce housing:

Economic Analysis:

Based on the Nassau County Economic Development Board website, the median annual household income is $57,266 for the City of Fernandina Beach. This equates to $4,772 per month. Families spending more than 30% of their monthly gross income on rent are considered overburdened. This equates to a 30% threshold of $1,431 per month that can be spent on rent without being overburdened. We believe in the current interest rate environment and with the existing local economy, this project will offer families the option to purchase a single family dwelling unit and not be overburdened in accordance with the afore-mentioned definition.

An illustrative breakdown below of the entry level product within the development is described below:

Total Purchase Price: $189,000
FHA Loan Amount: $184.275
Current interest rate on 30-year mortgage: 4.125%
Total Monthly payment: $895/month
Private Mortgage Insurance (0.75% of loan amount): $115/month
Real Estate taxes (assumes 80% value and homestead exemption): $165/month
Insurance: $75/month

Total Monthly Cost: $1,250/month

Please note that the purchase price above includes the following municipal impact fees:

$3,280 water/sewer fees;
$3,268 school impact fee;
$3,059 municipal impact fees;
$2,500 General and subcontractor building permit fees –

Total building permit cost with impact fees: $12,107

This PUD is a real attempt at creating fee simple workforce housing in an area that is centrally located within the City. It is also consistent with surrounding development patterns and limits building footprint size in order to preserve existing site characteristics. Traditional zoning would not afford these options and would create much of the same development patterns that is present in the surrounding area. We believe this centralized development plan will also provide stability for housing prices in an area that has seen severe pricing declines in the past.

Also attached is information that describes the housing product proposed within the development. This is a general description of the architectural style proposed to be constructed, but may change based on buyer input.

We look forward to working with the City Staff and Board members on this project and feel it will be an asset to the community.

Sincerely,

Nick E. Gillette, P.E.
Principal/Engineer
Gillette & Associates, Inc.

EXHIBIT ''C''

("HICKORY RIDGE")

I. General Conditions:

The HICKORY RIDGE PUD consists of approximately 5.13 acres of land that is located between South 13th Street, Hickory Street and Fir Street in Fernandina Beach, Florida. The Hickory Ridge PUD will consist of forty one (41) total residential units. These units will be a mix of single family and duplex housing products to provide two different housing types. Open space will also be provided as part of the PUD.

A. The Hickory Ridge PUD will be developed as delineated on the Preliminary Development Plan (attached hereto as Exhibit "B"). The Hickory Ridge PUD Preliminary Development Plan incorporates by reference the terms of these PUD Conditions and the Developer's statements made in the related rezoning application, which collectively set forth the Developer's written plan of development for the Hickory Ridge PUD, and which are intended to clearly demonstrate that approval of the Hickory Ridge PUD will benefit the community as a whole and fulfill the applicable policies of the Fernandina Beach Comprehensive Plan, and Ordinance 2006-14, as amended, the Fernandina Beach Zoning Code (the "Zoning Code").

B. The Developer may, at their discretion, develop the Hickory Ridge PUD in phases.

C. All commons areas in the Hickory Ridge Subdivision will be constructed to serve the entire Hickory Ridge Subdivision and will be owned and controlled by one Homeowner's Association (HOA).

D. Within one (1) year after approval by the Fernandina Beach City Commission of the Hickory Ridge PUD Preliminary Development Plan, the Developer shall submit a final development plan for the Project to the Technical Review Committee for review. Upon expiration of the Hickory Ridge PUD, the zoning shall revert to R-2 zoning.

E. The Developer may, at their discretion, simultaneously submit engineering plans for the Project as a whole for approval by the Technical Review Committee. The City Commission, upon request from the Developer and for good cause shown, may extend the one (1) year time period for submitting the final development plan. Such extension shall not exceed one (1) year.

F. The location and size of all lots, roads, project entrances, recreation/open space and other areas shown on the Hickory Ridge PUD Preliminary Development Plan is conceptual such that the final location of any roads, project entrances, recreation/open space and other areas will be depicted on the final development plan and the final engineering plans so long as the changes do not constitute a Major Amendment to the PUD. However, a significant change to the location/size of the proposed open space or significant change to the location of roadways or transportation improvements will be considered a substantial deviation and will require approval from the Planning Advisory Board.

II. Specific Conditions:

A. Open Space and Common Areas.

1. Open space areas shall be provided for the project. The location of these areas is indicated on the Hickory Ridge Preliminary Development Plan. All common area open space for the applicable phase of the project shall be included in the final development plan of the Project.

2. Any active recreational facilities and accessory structures in the Project shall be subject to site plan approval by the Technical Review Committee and shall be constructed within the upland portion of the open space provided in the Preliminary Development Plan.

3. As shown on the Site Data Table in the Hickory Ridge Preliminary Development Plan, the Developer has committed approximately 2.0 acres of the Hickory Ridge PUD for use as active recreation and/or open space, and such calculation has been made in accordance with the requirements of the Zoning Code. Retention facilities may also be placed within this open space area. It is anticipated that dry retention facilities will be used throughout the entire development which will enhance tree preservation.

4. The open space areas and related maintenance and use restrictions shall be evidenced by recorded deed restrictions or recorded Declaration(s) of Covenants and Restrictions (collectively, the "Covenants and Restrictions"). All privately owned open space shall continue to conform to its intended use as shown in the final development plan and final engineering plans for the project.

5. The Hickory Ridge PUD shall be subject to the Recreation Impact Fees for Regional Parks unless cash and land or a combination thereof contributions are given to Fernandina Beach to satisfy concurrency requirements. The construction of onsite amenities and active recreation areas within the Hickory Ridge Subdivision will qualify for local park impact fee credits due to the provision local parks for the use by the residents.

B. Administration of Community Space and Facilities:

1. The Developer will administer common open space through the Hickory Ridge HOA and shall conform to the following requirements:

a. The Developer shall establish the applicable association or nonprofit corporation prior to the sale of any lots or units by the Developer to any third party within the Hickory Ridge PUD.

b. Membership in the association or nonprofit corporation shall be mandatory for all property owners within the Hickory Ridge PUD and the Hickory Ridge Subdivision governed by such entity.

c. The Developer may elect to form separate and/or multiple property owners and/or homeowners association within the Hickory Ridge PUD and Subdivision. If so, the Developer shall establish a master property owners and/or homeowners association for the Hickory Ridge Subdivision that shall be responsible for the maintenance of master drainage and open space areas, subject to the conditions set forth herein. All improvements including roads, master drainage facilities, storm sewers, etc. shall be completed and approved by Fernandina Beach before being transferred to any homeowners' organization or dedicated to the City of Fernandina Beach, as applicable.

d. The applicable association or nonprofit corporation shall manage all common areas, recreational and open space and recreational facilities that are not otherwise dedicated to the public and that are within the lands that are subject to

the jurisdiction of such association or nonprofit corporation; shall provide for the maintenance, administration and operation of such portions of the Hickory Ridge PUD and any other lands located within the Hickory Ridge PUD that is not publicly or privately owned; and shall secure adequate liability insurance governing such areas owned or operated by such association or nonprofit corporation.

C. Stormwater Facilities:

1. The Hickory Ridge PUD shall be served by a stormwater system, which shall adhere to the applicable standards of the St. Johns River Water Management District and City of Fernandina Beach for residential stormwater systems. If the Developer is able to treat and attenuate existing offsite stormwater flow through the onsite stormwater system, the project will get credited any applicable stormwater impact fees based on the offsite stormwater flow that is accommodated by the development.

2. All St. Johns River Water Management and Fernandina Beach permits for stormwater facilities shall be obtained by the Developer. The developer shall obtain an operating permit for these facilities.

D. Residential Development Standards:

1. The Hickory Ridge PUD shall include not more than forty one (41) dwelling units. This includes a mix of single family and duplex units as depicted on the Preliminary Development Plan (Exhibit "B"). Each duplex unit is considered to be two (2) lots of record for individual conveyance. Below are the site development standards:

(1) Minimum Lot Requirements:

(a) Minimum lot width:	Thirty Six (36) feet (Single Family & Duplex)
(b) Maximum height:	Thirty (30) feet (Single Family & Duplex)

(d) Maximum impervious area: Eighty-five percent (85%) (Single Family & Duplex)

(2) Minimum Required Yard Setbacks:

(a)	Front (Road side):	Five (5) feet; (Single Family)
	Front (Road side):	Five (5) feet; (Duplex)
(b)	Side yard:	Five (5) feet; (Single Family)
		Five (5) feet -1 side; (Duplex)
		Zero (0) feet other side; (Duplex)
(c)	Rear yard (Parkside):	Five (5) feet; (Single Family)
		Five (5) feet; (Duplex)
(d)	Accessory Use (unenclosed)	3 feet for all yards (Single Family)

2. All screened pool enclosures, whether attached, semi-attached or detached from the principal building, shall adhere to a minimum yard setback requirement of three (3) feet and shall not be located in the front yard.

3. Accessory uses shall be permitted and shall not exceed 625 square feet of enclosed ground floor area. Permitted accessory uses include those identified in Table 2.02.03 of the Land Development Code, as amended, for the R-2 zoning classification, with the exception of Home Occupation. The building setbacks for all accessory uses, except as described above in Section II (D)(1)(2)(d), shall match the principal structure setbacks described in Section II(D)(1) of this document. Maximum building height for accessory structures shall be 25 feet.

E. Home Occupations: Home occupations shall be permitted with special exception (subject to supplemental standards), as granted individually by the City of Fernandina Beach.

F. Off-Street Parking & Loading: Residential development within the Hickory Ridge PUD shall be subject to the applicable off-street parking and loading required for such use, pursuant to Section 7.01.04 of the Land Development Code. This includes 2 off-street parking spaces per unit.

G. Signage:

1. The Hickory Ridge PUD may have project identification signage at all external entrances to the Hickory Ridge PUD. External entrance project identification signs shall not exceed fifty (50) square feet on each face. All project signs will be designed as ground-mounted signs or integrated into or mounted on landscape features such as walls and fences. All lighting of signs will be sign mounted or ground mounted units projecting onto the sign. The signs at each external project entrance or recreational area will be single faced or double faced and the external entrance signage may include one (1) separate sign, one (1) on each side of the entrance, not to exceed a total number of two (2) signs for the entire development.

2. Each open area within the Hickory Ridge PUD shall also be entitled to identification signage. Open space area identification signage shall not exceed ten (10) square feet on each sign face.

3. The location of signage shall be delineated on the site plan submitted to the Development Review Committee for approval.

4. Traffic and street name signage may include aesthetic framing. However, any applicable FDOT/Fernandina Beach standards for sign face, elevations, etc. shall be maintained by the Developer and/or homeowners' association as appropriate.

5. There is no other specific reserved signage approvals requested for the Hickory Ridge PUD. Home occupations, which are approved as a supplemental use as detailed herein, shall not be allowed any signage rights.

H. Sidewalks and Street Lights:

1. If acceptable to City Staff and the City Commission, the Developer will install a 5-foot wide sidewalk along the property frontage for Hickory Street, South 13th Street, and Fir Street.

2. Streetlights shall be provided along all alleys, as determined to be necessary. The Developer shall submit a lighting plan, demonstrating the location of streetlights, with final engineering plans for approval by the Technical Review Committee.

I. Amenities:

1. Developer will dedicate and/or construct the following amenities within the Hickory Ridge Subdivision:

   a. Buffers shown on the Preliminary Development Plan

   Developer may, at its option, construct additional amenities. All amenities constructed within the Hickory Ridge Subdivision, when operational, are intended to serve all homeowners within the Hickory Ridge subdivision.

J. Visual Screen/Buffer:

A visual screen/buffer shall be provided along all property boundaries, except where driveways or utility connections are shown, as depicted on the Preliminary Development Plan (Exhibit "B"). The buffer/screen may include a wood, wood composite, masonry wall, or vinyl fence, existing or planted landscaping, earth mounds or combination thereof so long as such measures shall provide at the time of installation a minimum of 85 percent opacity for that area between the finished grade level at the common boundary line and eight (8) feet above such level and horizontally along the length of all common boundaries.

K. Construction Standards:

1. Except as specifically provided herein, all development in the Hickory Ridge PUD shall be in accordance with Fernandina Beach's land development standards, and any applicable State

standards, in effect at the time of submittal of the Final Development Plans and/or Plat of record and any applicable utility providers standards with respect to any water, sewer, or electrical utilities for the Hickory Ridge PUD served by the City of Fernandina Beach or any other utility provider.

2. All utilities shall be located underground.

L. Temporary Uses:

1. One temporary rental office shall be allowed on the premises during construction.

2. The Developer, or its designated successor, assign or designee, will be required to maintain a copy of the approved Planned Unit Development Ordinance, including the Final Development Plan and PUD Conditions in any sales office located upon the Hickory Ridge PUD, which is available for inspection by project residents, including the posting for public viewing of the Final Development Plan in any sales office.

3. The siting of temporary construction trailers shall be allowed on the Hickory Ridge PUD during construction. The temporary construction trailers must be removed within thirty (30) days of completion of the improvements, for which the temporary construction trailers are being utilized, provided the right to temporary construction trailers shall continue until build-out of the project.

M. Alterations:

Changes in the location of the road(s), project entrances, stormwater system improvements, and to the boundaries, size and configuration of lots and Recreation/Open Space areas, as depicted on the Hickory Ridge PUD Preliminary Development Plan to accommodate environmental, permitting and design factors, conditions and requirements of the Developer is allowed, so long as the change does not constitute a Major Amendment to the PUD, provided the integrity of the original application is maintained and provided the same shall be finalized by the Developer during final engineering plan approval for the applicable phase of development. The Fernandina Beach Land Development Code will govern all applicable procedures for changes to the PUD.

N. Ownership and Maintenance:

1. The Hickory Ridge PUD and related uses/facilities associated therewith (other than individual lots), will be owned, maintained and or operated as follows:

   a. Any areas associated with the development (i.e., recreation/open space areas, signage, landscape, stormwater systems, etc.) will be managed through a homeowners association(s) and/or a property owners association(s).

   b. To ensure that all of the recreation and open space areas described in these PUD Conditions and depicted in the approved Hickory Ridge Preliminary Development Plan for any phase of the project will be used as intended, the Covenants and Restrictions described above will contain provisions consistent with terms of these PUD Conditions and any deed from the Developer to third party purchasers in the project will incorporate such Covenants and Restrictions by reference to the Covenants and Restrictions in each deed.

   c. Such deed restrictions created by the Covenants and Restrictions shall run with the land in order to protect both present and future property owners within the Hickory Ridge PUD. The deed restrictions created by the Covenants and Restrictions shall prohibit the partition of any open space areas. The water/sanitary sewer improvements will be the responsibility of the private utility company, which provides service for this area, which is currently the City of Fernandina Beach.

O. Access:

1. Access to and from the Hickory Ridge PUD will be provided from Hickory Street, South 13th Street, and First Street as shown on the Preliminary Development Plan.

2. The location of all external and internal project entrances, accesses and roadways may change based on environmental, permitting and design factors, conditions and requirements

of the Developer, so long as the changes do not constitute a Major Amendment to the PUD. The Developer will finalize the location of all external project entrances, accesses and roadways during the final engineering approval for the applicable phase of development. The Fernandina Beach Land Development Code will govern all applicable procedures for changes to the PUD.

3. Model home building permits will be issued upon installation of all necessary water mains and fire hydrants, and stabilization of all roadways internal to the development, and plat recording. Up to 10% of the total lots for each phase of the development may be issued as model lots; however, Certificates of Occupancy will not be issued for these models until all improvements for that phase are complete.

4. Each dwelling unit or other permitted use shall be provided access, either directly or indirectly, by a public right-of-way, private vehicular or pedestrian way or commonly owned easement.

5. City owned vehicles shall be permitted access on privately owned roads, easements and common open spaces in order to perform basic City services such as fire and police protection, emergency service needs of PUD residents, and site inspection by Fire-Rescue, Community Development, Engineering and Code Enforcement departments to monitor adherence to City regulations and the conditions contained herein.

6. The proposed rights of ways are to be a minimum of 30 feet in width and shall be dedicated to the City of Fernandina Beach for use and maintenance upon completion and acceptance by the City. The right of way reduction beyond typical City standards is proposed to accomplish the following:

   a. Alley design resulting in less impervious area;
   b. Introduction of more open space into the development; and
   c. Greater tree retention due to less impacted area

All roads will be constructed to City standards and will be subject to traditional testing and

inspections methods commonly performed by the City and described within the City Land Development Code.

P. Notification: The Applicant shall incorporate into the covenants and restrictions notification to all property owners that they are living in a Planned Unit Development (PUD).

III. Justification for Planned Unit Development Classification for this Project and Approval of the Preliminary Development Plan:

The proposed project allows for development of the Hickory Ridge PUD for mixed residential uses in a manner that warrants flexibility in the application of land use controls for Fernandina Beach, Florida consistent with the intent of Section 2.02.02 of the Fernandina Beach Land Development Code. The project design is also in harmony with the general purpose and intent of the Fernandina Beach Comprehensive Plan. The design and layout of the Hickory Ridge Planned Unit Development (PUD) requirements:

1. Does not increase the density provided within the existing Future Land Use Map designation of Medium Density Residential;

2. Provides workforce housing within the City of Fernandina Beach in keeping with surrounding land uses;

3. Provides additional buffering beyond what is required between the proposed development and existing development;

4. Cluster development allows greater tree retention then existing R-2 single family development would provide;

5. Garden style type development allows for units to abut open space areas;

6. Is located within walking distance to three (3) existing schools;

7. Is located within an area with adequate infrastructure and similar residential uses;

8. Enhances the appearance of the area through preservation of natural features, the provision of underground utilities, where possible, and the provision of open space areas in excess of existing Zoning Code and subdivision requirements;

9. Provides an environment of stable character compatible with the surrounding areas; and

10. The Hickory Ridge PUD Preliminary Development Plan which incorporates by reference the terms of these PUD Conditions and the statements made by the Developer in the related rezoning application includes the criteria required for the Fernandina Beach Planning Advisory Board and the Fernandina Beach City Commission to review and approve the Hickory Ridge PUD Preliminary Development Plan.

N

0 30 60
Scale in Feet

BUFFER/OPEN SPACE
2.0 ACRES SHOWN (39%)

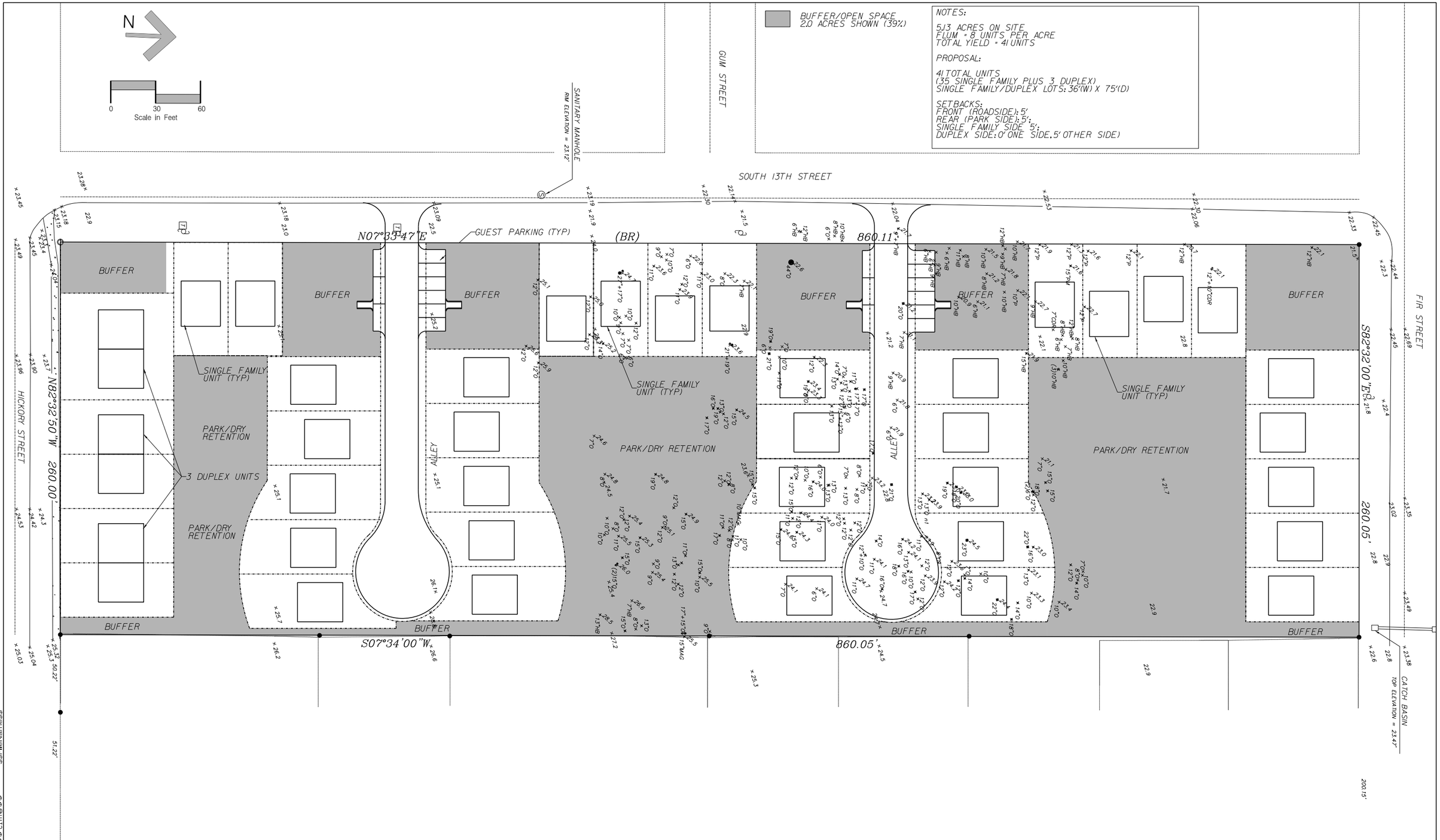
NOTES:

5.13 ACRES ON SITE
FLUM = 8 UNITS PER ACRE
TOTAL YIELD = 41 UNITS

PROPOSAL:

41 TOTAL UNITS
(35 SINGLE FAMILY PLUS 3 DUPLEX)
SINGLE FAMILY/DUPLEX LOTS: 36'(W) X 75'(D)

SETBACKS:
FRONT (ROADSIDE): 5'
REAR (PARK SIDE): 5';
SINGLE FAMILY SIDE 5';
DUPLEX SIDE: 0' ONE SIDE, 5' OTHER SIDE)



No.	By	Date	Revision
L			
K			
J			
I			
H			
G			
F			
E			
D			
C			
B			

$$dates$$ $$times$$ $$FileName$$

Scale:
Project Mgr: NG
Designed by: NG
Drawn by: BM
QA/QC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

Certificate of Authorization No. 9332

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

G & A
GILLETTE & ASSOCIATES, INC
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

HICKORY RIDGE

SIMMONS 9, LLC

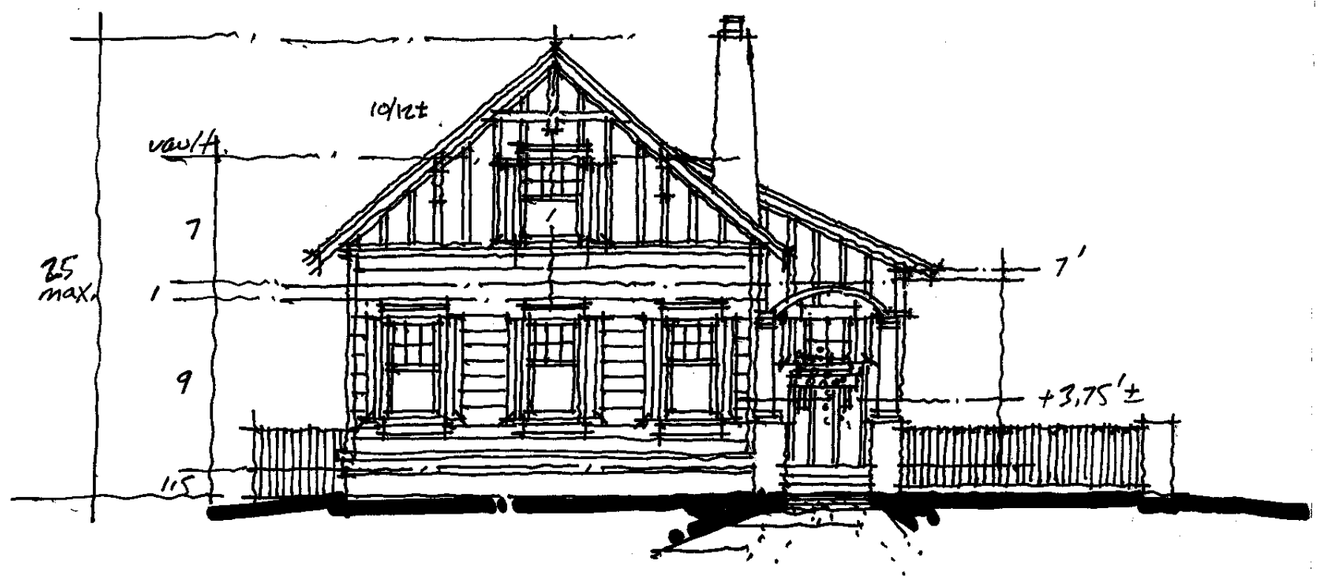
CONCEPTUAL SITE PLAN

Registered Professional

SHEET NO.
CSP-1
X of X

Issue Date
AUGUST 2017

Project No.
17-10.35



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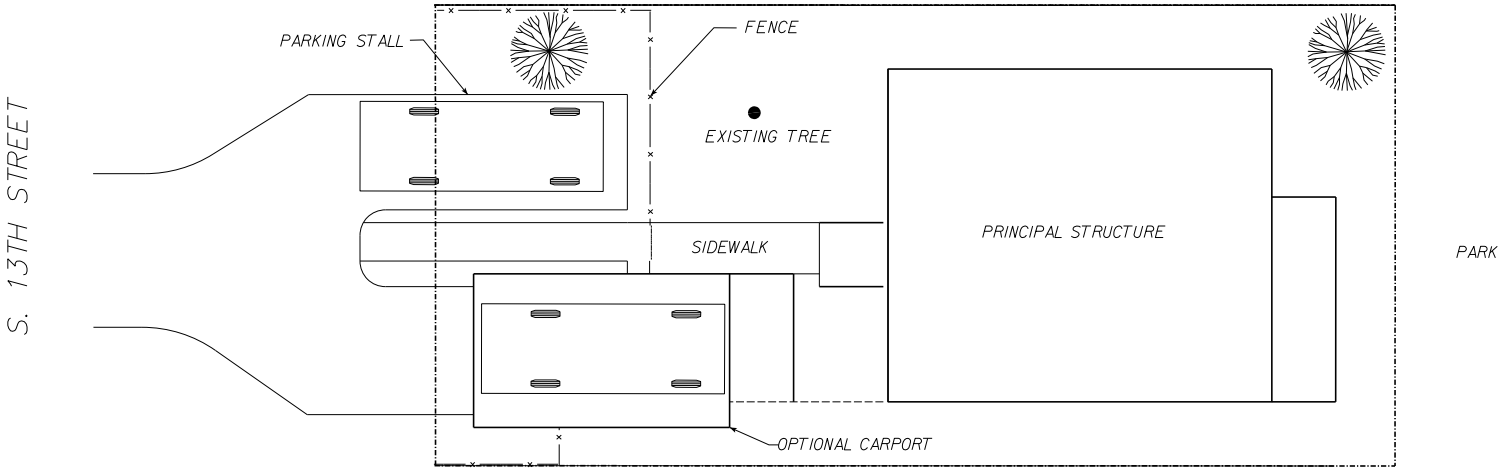

No.	By	Date	Revision
L			
K			
J			
I			
H			
G			
F			
E			
D			
C	NG	1-7-16	Revised sewer connection/jack and bore
B	NG	8-25-15	Revised to address COF&SJRWMD comments

Scale:

Project Mgr: NG

Designed by: NG

Drawn by: AD

QA/QC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

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G & A‡
GILLETTE & ASSOCIATES, INC
20 SOUTH 4TH STREET
FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

SOUTH 13TH STREET
AMELIA ISLAND

SIMMONS 9, LLC

CONCEPTUAL LOT
SITE PLAN

Registered Professional

SHEET NO.
CLSP-1
X of X

Issue Date
FEBRUARY 2017

Project No.
15-10.18

$$Date$$ $$Time$$ $$FileName$$

From:	Nick Gillette
To:	Marshall, D. McCrary; Kelly Gibson
Cc:	Jay Mock
Subject:	Resubmittal - Hickory Ridge PUD
Date:	Thursday, September 28, 2017 1:50:52 PM
Attachments:	Hickory Ridge Application resubmittal - 9-28-17.pdf

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Please find attached an updated submittal for Hickory Ridge.

The revised information includes:

1. Added guest parking in alleys;
2. Added language for duplex lots to ensure that each duplex unit has 2 lots of record;
3. Slight reduction in building setbacks to ensure that if we attach the garage to the primary structure via a breezeway, we don't fail setbacks;
4. Added maximum building footprint language for tree preservation;
5. Added language and setbacks for unenclosed accessory structures (carports);
6. Added a concept house elevation from John Cotner. This is conceptual to show general housing type. The elevation is 2-story, but most houses will be 1 story but will follow the general style presented;
7. Generalized lot layout plan with generalized fence locations. A shorter fence (wood/plastic) is what is being contemplated; and
8. Economic Analysis for affordable housing. We figured it was much clearer to show how we can meet the affordable definition instead of simply stating it. It also shows the variables that affect the end result like interest rates and impact fees. We felt it was good to lay everything out so there isn't any confusion on what it takes and what we feel we can deliver on an entry-level basis.

I hope this satisfies everything you are looking for.

We are finalizing the tree survey but are a few weeks away. We have provided all of the tree information that we have to show how we can move building footprints around and save trees.

Thanks.

Nick E. Gillette, P.E.
Principal/Engineer
Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034
904-261-8819 – P

G&A
Gillette & Associates, Inc.

Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

SEP 15 AM11:34

September 15, 2017

Mr. Marshall McCrary
Community Development Director
204 Ash Street
Fernandina Beach, Fl 32034

Re: Letter of Intent – South 13th Street Property

Dear Mr. McCrary:

Gillette & Associates, Inc. is pleased to submit this Letter of Intent and associated application for a Planned Unit Development (PUD) for approximately 5.1 acres located on South 13th Street within the Fernandina Beach City Limits. The property is bordered by three rights of ways (South 13th Street -west, Fir Street-north, Hickory Street-south) and scattered residential and park land. No wetlands are present on the subject property, as documented by a biologist who performed a site investigation.

The subject property is currently undeveloped and carries a Future Land Use Map designation of Medium Density Residential and a zoning designation of R-2. The attached application requests a PUD overlay for 41 residential units and open space.

The subject property is located adjacent to an attached affordable housing development, scattered single family development, City park and recreational land, and mixed use development one block to the south. The subject property is of sufficient size where creative design, including buffering where necessary, can be achieved for an infill type development in accordance with Comprehensive Plan Objective 1.04. This property also has the opportunity to provide a workforce housing element that is only available in a limited capacity within the City and would meet Comprehensive Plan Objectives 3.01.03, 3.01.05, 3.01.06, and Objective 3.03. Water and sewer are available adjacent to the subject site.

The PUD will provide for multiple housing group types while also providing a unique "garden type" design. The existing R-2 zoning designation is a rigid residential zoning that does not allow for this type of design flexibility.

We look forward to working with the City Staff and Board members on this project and feel it will be an asset to the community.

Sincerely,

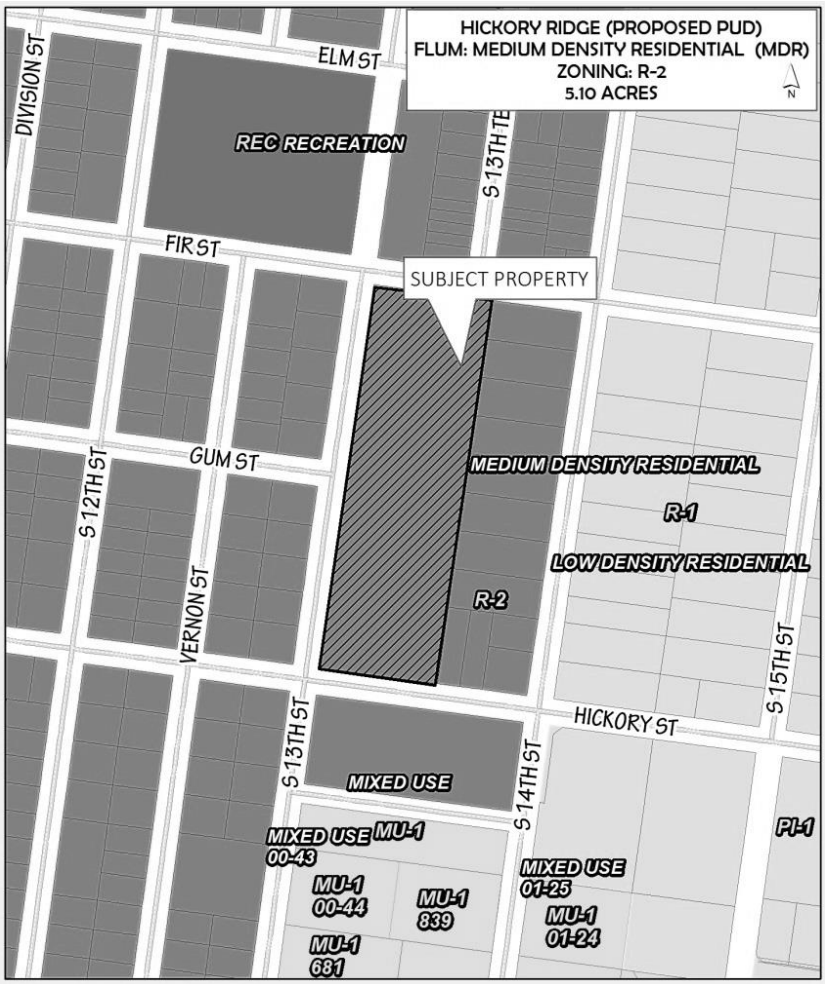
Nick E. Gillette, P.E.
Principal/Engineer
Gillette & Associates, Inc.

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, December 5, 2017, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2017-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP TO ASSIGN A PLANNED UNIT DEVELOPMENT OVERLAY FOR A PARCEL TOTALING 5.10 ACRES OF LAND LOCATED ON S. 13TH STREET BETWEEN HICKORY STREET AND FIR STREET; 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 22, 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
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 Men's Golf Association recommends the appointment of Mr. Philip Jones as the Fernandina Beach Men's Golf Association Representative for a one-year term ending June 2018.

Mr. Jones resides within the jurisdictional boundaries of the City of Fernandina Beach.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. Philip Jones to a one-year term to the Golf Course Advisory Board.

Caroline Best, City Clerk	11/20/2017
Nicole Bednar, Administrative Services Manager	11/20/2017
Dale Martin, City Manager	11/22/2017

Submitted By: _____ Date: November 17, 2017
Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

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@prohelpllc.com	212 South 5th 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

Robin C. Lentz
Commissioner – Mayor

ATTEST:

Caroline Best

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

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:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach
City Attorney

Bd. File

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 X_ 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 TB	Date: 2/25/2014
CITY MANAGER	Approved Agenda Item for 03/04/2014 JG	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: YB

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 ~~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.

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. 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.

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 F

ATTEST:

Caroline Best
City Clerk

Tan
City A

Mailed 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

Kim Briley

From: Jonathan Berk <jlberk1954@gmail.com>
Sent: Monday, November 13, 2017 3:13 PM
To: Kim Briley
Subject: Golf Course Advisory Group

My name is Jon Berk & I am the President of the Fernandina Beach Men's Golf Association and was notified by Steve Murphy that there was some mix up as to our representative on the advisory group. Our rep should be Philip Jones and you have had his application for some time. Philip's email is pj_78711@yahoo.com. If I can help in any other way please feel free to contact me. Thanks
Jon Berk
Cell 630-991-3588

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Discussion
Dogs on City Beaches

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: Discussion regarding regulations relating to dogs on municipal beaches.

This topic was discussed briefly by the City Commission at its Regular Meeting on November 8, 2017.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Tammi E. Bach, City Attorney 11/27/2017
Dale Martin, City Manager 11/29/2017

Date: November 17, 2017
Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: