



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JULY 3, 2018
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Reverend Anthony Daniel of Macedonia A.M.E. Church.

4. PRESENTATIONS

4.1 **PRESENTATION – OCEAN HIGHWAY AND PORT AUTHORITY** – *A representative of the Ocean Highway and Port Authority (OHPA) will present the annual Payment In Lieu of Taxes (PILOT) payment to the City Commission for Fiscal Year 2017/2018.*

4.2 **PRESENTATION - ROTARY CLUB OF AMELIA ISLAND SUNRISE** - *Rotary Club of Amelia Island Sunrise Member Mr. Mickey Ulmer will present Cardiopulmonary resuscitation (CPR) instruction materials, including newly mandated instrumented-directive feedback manikins, to be donated to the Fernandina Beach Fire Department.*

4.3 **PRESENTATION - AIRPORT ADVISORY COMMISSION** - *Airport Director Nathan Coyle and Chair Chuck Colcord will present an overview of the Airport Advisory Commission.*

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

6. RESOLUTIONS

6.1 **LEASE AGREEMENT - FB HANGAR, LLC - RESOLUTION 2018-88 APPROVING THE LEASE AGREEMENT BETWEEN FB HANGAR, LLC AND THE CITY OF FERNANDINA BEACH FOR AN AERONAUTICAL GROUND LEASE AT THE AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves a lease agreement with FB Hangar, LLC for aeronautical use at the Fernandina Beach Municipal Airport.*

- 6.2 **AWARD OF RFP #18-10 - PROS CONSULTING, INC. / BUDGET AMENDMENT - CITY MANAGER-** RESOLUTION 2018-89 AWARDING RFP # 18-10 FOR A PARKS & RECREATION CONSULTANT TO PROS CONSULTING, INC.; AUTHORIZING THE CITY MANAGER TO COMPLETE A PROFESSIONAL SERVICES AGREEMENT FOR SAME; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2017/2018; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards RFP #18-10 for a Parks & Recreation Consultant to PROS Consulting, Inc. and approves a budget transfer of \$5,000 from Parks & Recreation Program Costs account to the City Manager Professional Services account.*
- 6.3 **ENGINEERING SERVICES - AYRES ASSOCIATES / BUDGET AMENDMENT - MARINA -** RESOLUTION 2018-90 APPROVING ENGINEERING SERVICES BY AYRES ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$15,000 IN FISCAL YEAR 2017/2018; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2017/2018; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves engineering services by Ayres Associates in an amount not to exceed \$15,000. Also approves a budget amendment increasing the Marina State Grant revenue account by \$15,000 and increasing the Marina Professional Services account by \$15,000.*

7. ORDINANCES - SECOND READING

- 7.1 **ZONING MAP/ PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT - LAKE PARK DRIVE IN AMELIA PARK-** ORDINANCE 2018-07 AMENDING THE AMELIA PARK PLANNED UNIT DEVELOPMENT OVERLAY DESIGNATING A PARCEL OF LAND TOTALING 4.42 ACRES LOCATED ON LAKE PARK DRIVE UNDER THE T1, T3, T4, AND CONSERVATION TRANSECTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Planned Unit Development (PUD) amendment to assign transect types within the Amelia Park neighborhood for approximately 4.42 acres located on Lake Park Drive.*
- 7.2 **BUILDING CODE AMENDMENTS -** ORDINANCE 2018-15 AMENDING CHAPTER 22, ARTICLE II, SECTION 22-26, ADOPTION OF CODES BY REFERENCE; REPEALING SECTION 22-29, AMENDMENTS TO BUILDING CODE; ENACTING A NEW SECTION 22-29 AMENDMENTS TO THE BUILDING CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves various amendments to the Building Code.*

8. CITY COMMISSION DISCUSSION / DIRECTION

- 8.1 **FIVE YEAR CAPITAL IMPROVEMENT PLAN -** *This item is placed on the agenda at the request of Vice Mayor Kreger.*

9. CITY MANAGER REPORTS

10. CITY ATTORNEY REPORTS

11. CITY CLERK REPORTS

12. MAYOR/COMMISSIONER COMMENTS

13. ADJOURNMENT

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
 - THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
 - SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
 - FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
 - DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
 - PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
 - *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.
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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: Presentation
Ocean Highway and Port Authority

ITEM TYPE: Presentation

REQUESTED ACTION: Presentation

SYNOPSIS: A representative of the Ocean Highway and Port Authority (OHPA) will present the annual PILOT (payment in lieu of taxes) payment for Fiscal Year 2017/2018 to the City Commission.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 06/22/2018

Date: June 15, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Rotary Club of Amelia Island Sunrise

ITEM TYPE: Presentation

REQUESTED ACTION: N/A

SYNOPSIS: Mr. Mickey Ulmer of the Rotary Club of Amelia Island Sunrise will present cardiopulmonary resuscitation (CPR) instruction materials, including newly mandated instrumented-directive feedback manikins, to be donated to the Fernandina Beach Fire Department. These devices provide real-time, audiovisual and corrective evaluation and instruction on chest compression rate, depth, chest recoil, and proper hand placement during CPR training.

FISCAL IMPACT: Donated items total over \$3,500.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Ty Silcox, Fire Chief 06/19/2018

Dale Martin, City Manager 06/22/2018

Date: June 01, 2018

Submitted By: Kaleigh Simmons, Administrative Coordinator

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Airport Advisory Commission

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Airport Director Nathan Coyle and Chair Chuck Colcord will present an overview of the Airport Advisory Commission.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 06/22/2018

Submitted By: _____ Date: April 18, 2018
Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-88
Lease Agreement - FB Hangar, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2018-88

SYNOPSIS: This request is for approval of an aeronautical ground lease agreement with FB Hangar LLC. Approval of this ground lease will allow the requester to construct two hangars, associated ramp and parking infrastructure, and a fuel farm facility at the Lessee's discretion, on Airport property in accordance with the terms set forth in the attached agreement. The intended use of these hangars is for the provision of hangar storage services at the Fernandina Beach Municipal Airport.

The proposed use of this property is consistent with the Airport's master plan. The development plans have been reviewed by the City Technical Review Committee (TRC), and technical review approval was issued on June 22, 2017. Additionally, Passero & Associates has reviewed the plans and confirmed compliance with Airport planning criteria. On June 14, 2018, the Airport Advisory Commission reviewed this lease agreement and unanimously recommended approval of the lease agreement.

A mock insurance certificate is provided as an exhibit to the lease within this agenda item, however the certificate of insurance will be provided upon execution of the lease, contingent upon City Commission approval.

FISCAL IMPACT: Approval of this agreement will initially increase Airport revenue by \$1,711.90 per month or \$20,542.80 per year. An annual review of CPI will be conducted to adjust the established base rate for the term of the agreement.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-88.

Nathan Coyle, Airport Manager	06/15/2018
Nicole Bednar, Administrative Services Manager	06/22/2018
Dale Martin, City Manager	06/22/2018
Patti Clifford, Comptroller	06/22/2018
Tammi E. Bach, City Attorney	06/25/2018
Katie Newton, Legal Assistant	06/26/2018

Date: May 24, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2018-88

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN FB HANGAR, LLC AND THE CITY OF FERNANDINA BEACH FOR AN AERONAUTICAL GROUND LEASE AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fernandina Beach Municipal Airport is engaged in leasing ground to tenants for aeronautical use; and

WHEREAS, FB Hangar, LLC, a private entity, wishes to lease ground at the Fernandina Beach Municipal Airport for construction of hangars, ramp apron, automobile parking and related infrastructure which consists of approximately 102,714 square feet; and

WHEREAS, the City has published rates for the lease of ground at the Airport and allows for such use; and

WHEREAS, the parties have agreed to the rates and terms for a twenty-year ground lease with options for renewal beyond the initial term.

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

SECTION 1. The City Commission hereby approves the lease agreement with FB Hangar, LLC, attached hereto as Exhibit "1".

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

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

ADOPTED this 3rd day of July, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

**GROUND LEASE AGREEMENT
FOR FB HANGAR, LLC FOR
PROPERTY LOCATED AT THE
FERNANDINA BEACH MUNICIPAL AIRPORT**

This GROUND LEASE AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this _____ day of _____, 2018, made by and between the **CITY OF FERNANDINA BEACH, FLORIDA**, a municipal corporation (hereinafter referred to as "LESSOR" or "City,") and **FB HANGAR, LLC**, a Florida limited liability company, its successors and assigns (hereinafter referred to as "LESSEE".)

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

WHEREAS, LESSEE has proposed to lease certain property from LESSOR at the LESSOR's municipal airport for aeronautical related activities; and

WHEREAS, LESSOR desires to make real property available to LESSEE at the Airport for the construction of two hangars, ramp apron, auto parking and related infrastructure for business use and storage of aircraft;

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

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

The LESSEE is authorized to conduct the following non-exclusive use at the Airport: All operations associated with the conduct of the LESSEE's flight operations including but not limited to general aircraft storage, and other non-commercial related aviation operations to include minor maintenance and repairs on LESSEE's aircraft. Additionally, the LESSEE is permitted to provide the commercial storage of aircraft of others. Any other commercial aeronautical activity may be permitted in the future, however such activity would require expressed written consent by LESSOR and LESSEE obtaining necessary permits, as may be required. All LESSEE operations shall comply with all federal, state and local rules, regulations and ordinances.

For the purposes of this Agreement, the term "Premises" shall include the use of airspace above and in the vicinity of said Airport, which is being used for conducting airport operations by LESSEE.

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

Provided the LESSEE is not in default of any terms and conditions of this Agreement, upon expiration of the initial Twenty (20) year term, the LESSEE shall have the right to extend the Lease for an additional Ten (10) year term on the same terms and conditions contained herein. Furthermore, if the LESSEE is not in default of any terms and conditions of this Agreement, the LESSEE may request to extend this Agreement for an additional Ten (10) years. This renewal option shall be based on a renegotiation and mutual agreement of both parties. Such written notice must be given a minimum of 120 days and no more than 270 days before the end of each term. All options for extension of this Agreement term shall be subject to performance standards noted below and accompanying continued capital investment toward improvements and repair. Such performance standards include:

a. At the 10 year anniversary of the Agreement, and every five (5) years thereafter, the LESSOR may conduct an inspection of the Premises to ascertain that facility and any improvements have been maintained in a condition and appearance to present clean, safe and attractive facilities at the Airport. Items considered will include, but not limited to, siding and exterior finish, roofing, doors including hangar doors, structural framing, apron pavement, lighting, electrical, landscaping, drainage, signage, and parking areas including pavement and striping. Any repairs required shall be completed by the LESSEE within 180 days of receipt of written notice from LESSOR that such repairs are to be made by LESSEE. If such reasonable repairs are not completed, then LESSEE will be billed at 115% of cost for LESSOR to complete identified repairs.

b. With satisfactory performance during the initial term and renewal term of the Agreement the LESSEE may request extension of Agreement beyond the thirty (30) years (initial 20 year term and 10 year renewal term) as provided above.

c. If Lessee desires, at the expiration of the 10 year renewal term, or if exercised at the expiration of any additional extensions, LESSEE may request a new lease. If LESSOR determines that the lease Premises are not required for other airport uses, the LESSEE has met its obligations under the term of the preceding lease, and the LESSOR finds that a new lease is appropriate, the LESSOR and LESSEE may negotiate a new lease at terms to be agreed upon at the time of the negotiations. The duration of the new lease shall be at the LESSOR'S option.

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

a. Rent for the use of real property on Airport property based on a total lease area of 102,714 square feet; at a lease rate of .20 cents per square foot per year. Initial

annual ground rent shall be \$20,542.80.

b. This annual ground rent shall be converted to equal monthly payments to be made at the rate of \$1,711.90 per month, which also is subject to applicable sales tax currently \$116.41 or a total of \$1828.31 per month and shall commence on the first day of the first month following the execution of this Agreement. All payments shall be due and payable without notice on or before the first day of each month.

c. This ground rent rate shall be reviewed each year by the LESSOR and ground rent rates, plus all applicable taxes, shall be adjusted so as to maintain a fair rental rate based on change in the Consumer Price Index (CPI) – All Urban Consumers South Urban Region – All Items (base year 1982-84=100), as published by the United States Department of Labor – Bureau of Labor Statistics, an appraisal market rent study or other method designated by the LESSOR. For the initial 20 year term, the annual base rent shall only be adjusted for the CPI change. Such CPI change will be computed each year after the completion of the month of July and any change will be implemented and effective with October rent payments of each year. An appraisal, market rent study or alternative method as designated by the LESSOR may be substituted for the CPI adjustment on the twentieth (20th) anniversary of this lease, such that the 10 year renewal term may be increased to market rent and each and any such adjustment will also be implemented in October of the applicable year. In no event, however, shall the ground rent be less than the previous year's rental amount.

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

5. Place of Payment. All payments due LESSOR from LESSEE shall be made payable to the City of Fernandina Beach, and mailed to P. O. Box 1146, Fernandina Beach, Florida 32035 or delivered to 1180 South 5th St. Extension, Fernandina Beach, Florida 32034.

6. Non-Exclusive Right. It is not the intention of this Agreement to grant to LESSEE the exclusive right to provide any or all of the services described in this Agreement at any time during the term of this Agreement. LESSOR reserves the rights, at its sole discretion, to grant others certain rights and privileges, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to LESSEE. However, LESSOR does covenant and agree that:

a. It shall enforce all Airport Minimum Standards for Commercial Aeronautical Activities as currently approved or requirements for all similar services and activities conducted at the Airport;

b. Any other provider of similar services or activities will not be permitted to operate on the Airport under rates, terms, or conditions which are more favorable than those set forth in this Agreement; and

c. It will not permit the conduct of any aeronautical endeavor or activity at the Airport, except under an approved lease or operating agreement, or as general aviation by the general public.

7. Appurtenant Privileges. LESSEE shall be entitled, in common with others so authorized, to the non-exclusive use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including but not limited to, the use of rights-of-way, common area utilities, landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by LESSOR.

8. Construction and Use of Premise. LESSEE is hereby granted the non-exclusive privilege to engage in, and LESSEE agrees to engage in, the construction and maintenance of up to two (2) hangars as described below, ramp apron, auto parking and related infrastructure on the Premises for LESSEE'S business use, or for other commercial use as may be approved by LESSOR, built in accordance with plans and specifications contained in the Architecture and Building Design Standards for Development on the Airport and as approved by LESSOR and other aviation or aeronautical activities and services necessary or incidental thereto, such approval shall not be unreasonably withheld by LESSOR. If construction on the Premises has not begun within one (1) year of the date of this Agreement, and construction of one hangar completed within fifteen (15) months of the beginning of construction, this Agreement may be terminated by the LESSOR with thirty (30) days written notice to LESSEE. The parties agree that this Agreement shall be construed as an "Aeronautical Use Agreement" and LESSEE shall not engage in any business on the Premises other than that specified herein. Included as part of the LESSEE's Premises are:

a. Hangar Building West: One (1) hangar 120 x 130 (15,600 square feet) and other improvements on the Premises, including as required business, personal and/or office space, for the purpose of providing aircraft storage to aircraft owned or leased by the LESSOR or for the commercial storage of aircraft of others and for no other purpose. Such facility shall have a minimum of one toilet and an oil water separator.

b. Hangar Building East: One (1) hangar 92 x 130 (11,960 square feet) and other improvements on the Premises, including as required business, personal and/or office space, for the purpose of providing aircraft storage to aircraft owned or leased by the LESSOR or for the commercial storage of aircraft of others and for no other purpose. Such facility shall have a minimum of one toilet and an oil water separator.

c. Suitable vehicle parking shall be installed and maintained by the LESSEE to allow the loading, unloading and parking of vehicles having business on the Premises.

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

e. The LESSEE shall construct an aircraft ramp apron on the Premises as designated by the LESSOR, for the purpose of aircraft access to the LESSEE's Hangar facilities. No structures or fixtures will be allowed on the ramp apron. Any and all taxi-lanes and ramp aprons shall be constructed to adequately permit aircraft and vehicles access to the Premises. Pavement construction shall be of equal or greater strength than that of the existing airport taxi-lanes/taxiways/aprons to which it shall abut. The design and construction are subject to review and approval by the LESSOR's Engineer or designee.

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

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

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

i. LESSEE is granted the right to install at LESSEE'S option a fuel facility for private non-commercial use provided LESSEE shall pay to LESSOR the negotiated fuel flowage fee of twelve cents (.12) per gallon. Such fuel facility shall meet all government regulations regarding fuel facility installation and operation and would be included under the Airport's Spill Prevention, Control and Countermeasures Plan (SPCC). Any fuel farm use must be in compliance with applicable Minimum Standards for Commercial Aeronautical Activities to include pollution liability insurance. LESSEE agrees that this regulated fuel storage tank owned or operated by LESSEE and located on Premises shall be registered with the appropriate federal, state, and local authorities, shall be constructed of approved materials, and shall be made available for compliance inspection at all times during normal business hours. Further, LESSEE agrees to properly record, maintain, and reconcile all inventory records required by appropriate federal, state, and local regulations and to make such records available for inspection at the Premises at all times during normal business hours.

j. In consideration for the right to store fuel on the Premises and dispense fuel at the Airport for its private use, LESSEE agrees to pay LESSOR a fuel flowage of \$.12 per gallon delivered to the fuel storage facility located on the Premises. The applicable fuel flowage fee to be paid by LESSEE to LESSOR shall be due on the 10th day of each month and shall be calculated on the immediately preceding month's gallons received by LESSEE. The fuel flowage fee shall be paid by Lessee and delivered to the City Controller with a copy of the corresponding fuel invoices. LESSEE will also provide to Airport Manager a copy of each fuel delivery slip. Fuel flowage fees commence with the initial fuel supply and continue with each succeeding delivery. The LESSOR has the right to audit fuel delivery and fuel disbursement records for any month at its expense. The method of payment of fuel flowage fees may be amended by mutual consent as may be required to conform to policies of the fuel supplier

contracted by LESSEE.

k. LESSEE will not handle, store, nor dispense aviation fuels for private use of LESSEE at or from the Airport, unless that fuel is first stored in this fuel storage tank located on the Premises. Each device through which LESSEE dispenses aviation fuels on the Airport must be equipped with a flow meter calibrated and sealed by the Department of Agriculture of the State of Florida or other appropriate governmental agency. These devices shall include without limitation any Avgas truck, Jet A truck, and self-service fuel facility owned or operated by LESSEE.

l. LESSEE shall be responsible for maintaining any fuel storage facility located on Premises in a clean, neat, and orderly condition, in good repair to meet National Fire Protection Association (NFPA) standards and government codes at its sole cost and expense including tanks, electrical service, electrical switches, all lighting, exterior painting, fencing, filters, fittings, gauges, hatches, hoses, lids, motors, plumbing, pumps, security, self-service equipment, signs (including required emergency designation signs), sumps, valves, and the like.

m. The use of a fuel truck is approved for exclusive use of LESSEE to dispense fuel from the LESSEE's fuel facility into aircraft owned or leased by LESSEE or aircraft in which LESSEE or LESSEE's officers or directors have a direct beneficial interest in, with any fuel dispensing limited to ramp apron(s) leased by LESSEE from LESSOR.

9. Rights and Obligations of LESSEE.

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

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

c. Premise Upkeep: The LESSEE shall, at its own expense, maintain and keep the Premises to include structural, roofs, and hangar doors as well as all improvements thereon including lighting, landscaping, drainage, signage, auto parking areas and aircraft parking ramp apron including all pavement and striping, in good condition and make all repairs, both interior and exterior, necessary to keep and maintain the Premises, including all improvements thereon in good condition. The Premises and all buildings, improvements, and property thereon must be maintained in a safe, clean and sanitary condition. The LESSOR shall require maintenance and

needed repairs to be made in a timely manner.

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

e. Work in Hangar: It is clearly understood by the LESSEE that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own or leased aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform. However, City building code requirements and governmental regulations must be met for the type of work being conducted (examples – painting of aircraft or heavy maintenance of aircraft.)

f. Commercial Activity: LESSEE is permitted to operate commercial aeronautical activities as described in Section 1. LESSEE hereby agrees that it shall comply with the contents of Exhibit “D” - Minimum Operating Standards for Commercial Aeronautical Activities (Minimum Standards), attached hereto, as currently approved or as may be amended from time to time. Should the Minimum Standards be updated, and any requirement become more restrictive than current Minimum Standards the LESSEE shall have eighteen (18) months from date of adoption to meet the revised Minimum Standards unless waived in writing by the LESSOR. Once updated, those Minimum Standards shall become a part of this Agreement.

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

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

i. Compliance with Environmental Law, Rules and Regulations: LESSEE expressly represents, covenants, warrants, guarantees, and agrees that it shall fully

comply with all federal, state and local laws, ordinances, rules and regulations protecting the environment. Any cost or expense to remain or to be compliant with applicable environmental rules and regulations shall be the responsibility of the LESSEE. LESSEE agrees to keep themselves informed of future changes in the existing environmental laws. Such compliance will be responsibility of the LESSEE at its sole cost and expense.

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

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

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

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

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

10. Continuing Obligation. LESSEE'S obligations under Section 9, subsection (j), and Section 11 and Section 15 of this Agreement shall survive the expiration or termination of this Agreement or any renewal thereof.

11. Indemnification for Toxic Wastes. LESSEE, for itself and on behalf of its officers, agents, employees, assigns, and contractors, does agree to protect, defend, ensure and indemnify LESSOR, its officers, directors, elected and appointed officials and employees, for any manner of loss, damage, cost or assessment which may result from or in any manner be related to the deposit, spill, discharge or other release, and or the presence, use, distribution or disposition of any toxic substance, chemical, metal, petroleum product, or hazardous or toxic waste, or any other substance or derivative. This provision shall survive the expiration of this Agreement. This shall not apply to conditions which pre-exist the date of this Agreement.

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

13. Leasehold Improvements.

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

b. Any such improvements made by LESSEE shall remain the property of the LESSEE until the expiration of this Agreement and any extensions or renewals thereof and which shall remain on the Premises until the expiration or termination of this Agreement, at which time such improvements shall become the property of LESSOR. LESSEE shall at all times maintain all improvements constructed on the property in good condition. Upon expiration or termination of this Agreement, the LESSEE shall execute any and all documentation necessary to transfer clear title to the leasehold improvements, free of any lien or encumbrance, to LESSOR.

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

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

e. Within sixty (60) days of completion of construction, erection or any alteration of any improvements by the LESSEE, the LESSEE shall provide to the LESSOR a complete set of "as-built" plans and drawings.

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

a. Comprehensive general liability insurance with a Combined Single Limit

(CSL) of not less than One Million (\$1,000,000) Dollars protecting LESSOR against any and all liability by reason of LESSEE's conduct incident to the use of the Premises, caused by or arising out of any negligent or wrongful act or omission of LESSEE;

b. LESSEE agrees that, should it desire to lease space for aircraft hangaring and storage, it shall obtain Hangar Keepers liability insurance protecting LESSOR against any and all liability by reason of LESSEE'S conduct incident to the use of the Premises, caused by or arising out of any negligent or wrongful act or omission of LESSEE, in the minimum amount of One Million (\$1,000,000) Dollars;

c. All insurances as required under the applicable Airport Minimum Standards for Commercial Aeronautical Activities shall be provided to LESSOR;

d. Property insurance covering direct physical loss due to perils of fire, windstorm and extended coverage for full replacement value;

e. Copy of annual insurance certificate(s) to be attached hereto as Exhibit "C", Liability Insurance Certificate, and shall be provided to LESSOR annually; AND

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

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

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

under this Agreement.

17. Independent Contractor. In its use of the Premises, LESSEE acts as an independent contractor and not as an agent of LESSOR. The selection, retention, assignment, direction and payment of LESSEE'S employees shall be the sole responsibility of LESSEE, and LESSOR shall not attempt to exercise any control over the daily performance of duties of LESSEE'S employees.

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

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

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

c. LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said regulations may be amended.

19. Maintenance of Airport Facilities. LESSOR shall maintain all public and common joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto, as in its opinion, are required and necessary for the safe and efficient operation of the Airport.

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

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

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

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

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

e. LESSOR shall be entitled to terminate this Agreement upon the filing of a voluntary petition in bankruptcy by LESSEE, including a reorganization plan, a general or other assignment for the benefit of creditors, adjudication as a bankrupt, or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after the appointment of such receiver;

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

g. LESSEE shall have the right to terminate this Agreement and its obligations hereunder, by providing sixty (60) days written notice to LESSOR and by conveying to LESSOR the title to the improvements constructed on the Premises, free and clear of any lien or encumbrance, provided that LESSEE has properly maintained said property and it is in as good condition as when originally constructed, ordinary wear and tear excepted, and provided, further, that the obligations regarding accumulated rent and indemnification shall specifically survive.

h. In the event of abandonment or closure of the Airport by the LESSOR, referenced in Paragraph 20(a) above, LESSOR shall reimburse LESSEE the difference between LESSEE's actual investment costs including preliminary engineering and design fees, permitting fees, contracting and building fees, insurance, utilities, maintenance fees and ground leasing fees incurred by LESSEE minus rents collected by LESSEE through the date of abandonment or closure of the Airport, plus recapture of all investment costs and interest to date including accumulated expense and investments. This reimbursement obligation by LESSOR to LESSEE shall continue for a period of 20 years from the initial effective date of this Agreement.

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

22. National Emergency. During the time of war or national emergency, the LESSOR shall have the right to lease the landing area or all or any part of the Premises upon demand to the United States Government, and if any such agreement is executed, the provisions of this Agreement with the LESSEE herein, and all obligations of LESSEE to make the payments as required in Section 3 above, shall be suspended for the length of time that the United States Government requires the use of the said landing area and/or Premises. This period of time during which the Agreement is so

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

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

28. Obligation Upon Termination. Upon termination of this Agreement, all obligations of either party hereunder to the other shall cease and terminate, except as specifically provided herein, and the LESSEE agrees it shall immediately quit, surrender and return peaceable and quiet possession of the Premises, including all improvements to include but not limited to buildings, parking areas, and fuel facility improvements, to the LESSOR in as good order and condition as existed at the time of the initial occupancy and only reasonable wear and tear being accepted. LESSEE shall be allowed to remove all LESSEE's equipment and trade fixtures from the Premises, including the fuel facility equipment.

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

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

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

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

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

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

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

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

CITY OF FERNANDINA BEACH, FL

FB HANGAR, LLC

By: Dale Martin
Its: City Manager



By: Denny Clay Lee
Its: Manager

ATTEST:

ATTEST:

By: Caroline Best
Its: City Clerk

By: _____
Its: _____

APPROVED AS TO FORM & LEGALITY:

By: Tammi E. Bach
Its: City Attorney

Attachments

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

Exhibit "B" Overview of improvements to be provided at sole cost of LESSEE

Exhibit "C" Liability Insurance Certificate(s) as required under this lease and/or applicable Minimum Standards for Commercial Aeronautical Activities (Note: This certificate shall show that the City has been named as an additional insured on all policies.)

Exhibit "D" Minimum Standards for Commercial Aeronautical Activities

Exhibit "E" Airport Rules and Regulations

EXHIBIT A LEGAL DESCRIPTION OF PARCEL

OF:

A PORTIONS OF LANDS LOCATED IN TOWNSHIP 2 NORTH, RANGE 28 EAST OF NASSAU COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT ALONG THE WESTERLY RIGHT OF WAY OF AMELIA ROAD AN 100 FOOT RIGHT OF WAY AS CURRENTLY ESTABLISHED, SAID POINT BEING THE SOUTHERN CORNER OF AMELIA ISLAND INDUSTRIAL PARK SECTION ONE, AS RECORDED IN PLAT BOOK 4 PAGE 67 OF THE PUBLIC RECORD OF NASSAU COUNTY, THENCE DEPART SAID RIGHT OF WAY OF AMELIA ROAD AND TRAVEL ALONG THE SOUTHWESTERN BOUNDARY LINE OF SAID AMELIA ISLAND INDUSTRIAL PARK SECTION ONE, NORTH 54°10'45" WEST, A DISTANCE OF 655.37 FEET TO A POINT, SAID POINT BEING THE WESTERLY CORNER OF AMELIA ISLAND INDUSTRIAL PARK SECTION ONE, THENCE TRAVEL ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID AMELIA ISLAND INDUSTRIAL PARK SECTION ONE NORTH 35°50'42" EAST, A DISTANCE OF 364.08 FEET TO A POINT ALONG SAID NORTHWESTERLY BOUNDARY LINE; THENCE DEPART SAID BOUNDARY LINE AND TRAVEL NORTH 54°09'18" WEST, A DISTANCE OF 512.32 FEET TO THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING TRAVEL SOUTH 35°49'58" WEST, A DISTANCE OF 348.69 FEET TO A POINT; THENCE TRAVEL NORTH 54°10'02" WEST, A DISTANCE OF 369.30 FEET TO A POINT; THENCE TRVEL NORTH 35 °49'58" EAST, A DISTANCE OF 76.80 FEET TO A POINT; THENCE TRAVEL NORTH 53°12'12" EAST, A DISTANCE OF 34.50 FEET TO A POINT; THENCE NORTH 72°22'32" EAST, A DISTANCE OF 47.00 FEET TO A POINT; THENCE TRAVEL SOUTH 15°09'02" EAST, A DISTANCE OF 51.50 FEET TO A POINT; THENCE TRAVEL NORTH 35°49'58" EAST, A DISTANCE OF 186.59 FEET TO A POINT, SAID POINT BEING ALONG THE RIGHT OF WAY LINE OF JAMESTOWN ROAD A 60' RIGHT OF WAY AS CURENTLY ESTABLISHED, THENCE TRAVEL ALONG SOUTHWESTERLY RIGHT OF WAY LINE OF JAMESTOWN ROAD SOUTH 54°12'46" EAST, A DISTANCE OF 123.05 FEET TO A POINT OF CURVATURE OF A CURVE ALONG THE RIGHT OF WAY LINE OF JAMESTOWN ROAD, SAID CURVE HAVING A RADIUS OF 187.91 FEET; THENCE CONTINUE ALONG SAID CURVE A DISTANCE OF 135.45 FEET AND THROUGH A CENTRAL ANGLE OF 41°17'58", TO A POINT ON SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°44'59" EAST AND A CHORD DISTANCE OF 132.54 FEET THENCE TRAVEL NORTH 82°07'12" EAST, A DISTANCE OF 29.18 FEET TO A POINT ALONG SAID RIGHT OF WAY JAMESTOWN ROAD, THENCE DEPART SAID RIGHT OF WAY LINE AND TRAVEL SOUTH 7°52'48" EAST, A DISTANCE OF 36.74 TO THE POINT OF BEGINNING.

AREA CONTAINING 2.36 AC +/-

MAP SHOWING BOUNDARY SURVEY

A PORTIONS OF LANDS LOCATED IN TOWNSHIP 2 NORTH, RANGE 28 EAST OF NASSAU COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

FOR A POINT OF REFERENCE COMMENCE AT A POINT ALONG THE WESTERLY RIGHT OF WAY OF AMELIA ROAD AN 100 FOOT RIGHT OF WAY AS CURRENTLY ESTABLISHED, SAID POINT BEING THE SOUTHERN CORNER OF AMELIA ISLAND INDUSTRIAL PARK SECTION ONE, AS RECORDED IN PLAT BOOK 4 PAGE 67 OF THE PUBLIC RECORD OF NASSAU COUNTY, THENCE DEPART SAID RIGHT OF WAY OF AMELIA ROAD AND TRAVEL ALONG THE SOUTHWESTERN BOUNDARY LINE OF SAID AMELIA ISLAND INDUSTRIAL PARK SECTION ONE, NORTH 54° 10' 45" WEST, A DISTANCE OF 655.37 FEET TO A POINT, SAID POINT BEING THE WESTERLY CORNER OF AMELIA ISLAND INDUSTRIAL PARK SECTION ONE, THENCE TRAVEL ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID AMELIA ISLAND INDUSTRIAL PARK SECTION ONE NORTH 35° 50' 42" EAST, A DISTANCE OF 364.08 FEET TO A POINT ALONG SAID NORTHWESTERLY BOUNDARY LINE; THENCE DEPART SAID BOUNDARY LINE AND TRAVEL NORTH 54° 09' 18" WEST, A DISTANCE OF 512.32 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING TRAVEL SOUTH 35° 49' 58" WEST, A DISTANCE OF 348.69 FEET TO A POINT; THENCE TRAVEL NORTH 54° 10' 02" WEST, A DISTANCE OF 369.30 FEET TO A POINT; THENCE TRAVEL NORTH 35° 49' 58" EAST, A DISTANCE OF 76.80 FEET TO A POINT; THENCE TRAVEL NORTH 53° 12' 12" EAST, A DISTANCE 34.50 FEET TO A POINT; THENCE NORTH 72° 22' 32" EAST, A DISTANCE OF 47.00 FEET TO A POINT; THENCE TRAVEL SOUTH 15° 09' 02" EAST, A DISTANCE 51.50 FEET TO A POINT; THENCE TRAVEL NORTH 35° 49' 58" EAST, A DISTANCE OF 186.89 FEET TO A POINT, SAID POINT BEING ALONG THE RIGHT OF WAY LINE OF JAMESTOWN ROAD A 60' RIGHT OF WAY AS CURRENTLY ESTABLISHED; THENCE TRAVEL ALONG SOUTHWESTERLY RIGHT OF WAY LINE OF SAID JAMESTOWN ROAD SOUTH 54° 12' 46" EAST, A DISTANCE OF 123.05 FEET TO A POINT OF CURVATURE OF A CURVE ALONG THE RIGHT OF WAY LINE OF JAMESTOWN ROAD, SAID CURVE HAVING A RADIUS OF 187.91 FEET; THENCE CONTINUE ALONG SAID CURVE A DISTANCE OF 135.45 FEET AND THROUGH A CENTRAL ANGLE OF 41° 17' 58"; TO A POINT ON SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77° 44' 59" EAST AND A CHORD DISTANCE OF 132.54 FEET; THENCE TRAVEL NORTH 82° 07' 12" EAST, A DISTANCE OF 29.18 FEET TO A POINT ALONG SAID RIGHT OF WAY OF JAMESTOWN ROAD; THENCE DEPART SAID RIGHT OF WAY LINE AND TRAVEL SOUTH 7° 52' 48" EAST, A DISTANCE OF 36.74' TO THE POINT OF BEGINNING.

AREA CONTAINING 2.36 AC +/-

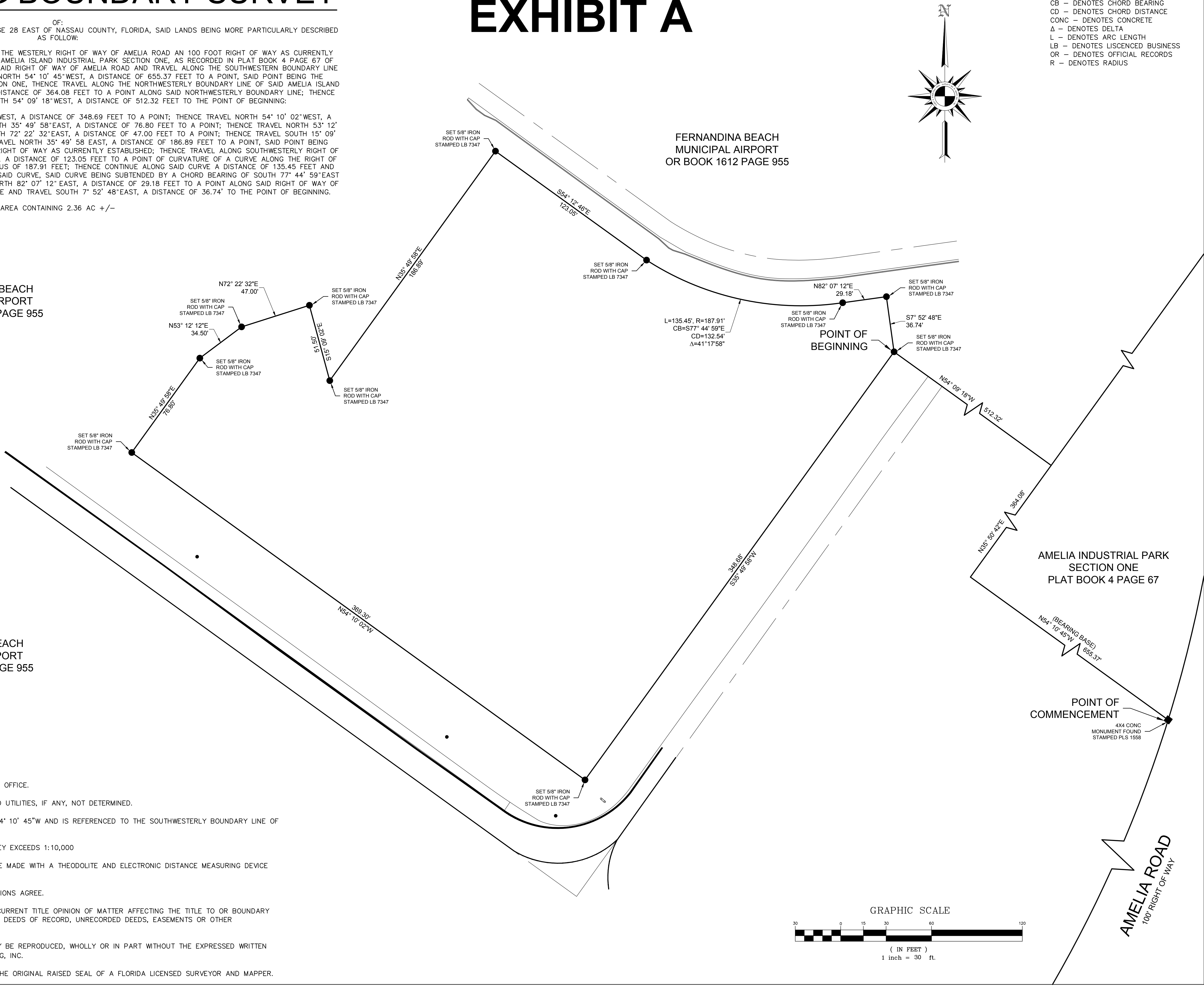
FERNANDINA BEACH
MUNICIPAL AIRPORT
OR BOOK 1612 PAGE 955

FERNANDINA BEACH
MUNICIPAL AIRPORT
OR BOOK 1612 PAGE 955

SURVEYOR'S NOTES

- 1) THE DESCRIPTION AS SHOWN HEREON WAS WRITTEN BY THIS OFFICE.
- 2) THIS IS A SURFACE LOCATION SURVEY ONLY; UNDERGROUND UTILITIES, IF ANY, NOT DETERMINED.
- 3) BEARING STRUCTURE NOTED HEREON IS REFERENCED TO N54° 10' 45"W AND IS REFERENCED TO THE SOUTHWESTERLY BOUNDARY LINE OF AMELIA ISLAND INDUSTRIAL PARK PER PLAT BOOK 4 PAGE 67.
- 4) THE RELATIVE LINEAR DISTANCE ACCURACY FOR THIS SURVEY EXCEEDS 1:10,000
- 5) ALL MEASUREMENTS ARE IN U.S. STANDARD FEET AND WERE MADE WITH A THEODOLITE AND ELECTRONIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
- 6) UNLESS OTHERWISE NOTED, RECORD AND MEASURED DIMENSIONS AGREE.
- 7) THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OF MATTER AFFECTING THE TITLE TO OR BOUNDARY OF THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.
- 8) THIS IS A COPYRIGHTED DOCUMENT; NO PORTION OF IT MAY BE REPRODUCED, WHOLLY OR IN PART WITHOUT THE EXPRESSED WRITTEN PERMISSION OF CODY'S PROFESSIONAL SURVEYING AND MAPPING, INC.
- 9) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

EXHIBIT A



LEGEND
CB - DENOTES CHORD BEARING
CD - DENOTES CHORD DISTANCE
CONC - DENOTES CONCRETE
Δ - DENOTES DELTA
L - DENOTES ARC LENGTH
LB - DENOTES LICENCED BUSINESS
OR - DENOTES OFFICIAL RECORDS
R - DENOTES RADIUS

CAD TECH	JJK
PARTY CHIEF	RM
FIELD BOOK & PAGE	N/A
DATE OF SURVEY	AUGUST 15, 2017

PRELIMINARY PROGRESS SET	ROY T. FLOWERS, JR. FL REGISTRATION NO. 6271	AUGUST 16, 2017	FLORIDA L.B. # 7347
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Cody's Professional Surveying & Mapping, Inc.
(904) 696-8840 Phone
(904) 696-8841 Fax
550 Belmore Court, Suite 100
Jacksonville, Florida 32218

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PROJECT NUMBER	14917
SHEET NO.	1
OF	1

**GROUND LEASE AGREEMENT
FOR FB HANGAR, LLC. FOR
PROPERTY LOCATED AT THE
FERNANDINA BEACH MUNICIPAL AIRPORT**

Exhibit B

Overview of Improvements to Leased Premises

Facilities:

Soverign desires to construct two bulk hangars (120x130 and 92x130), parking and access facilities, and a fuel farm facility at the lessee's option upon 102,714 square feet in the east area of the Airport. Such facilities shall be built in conformance with conditions stated in Section 8 "Construction and Use of Premises" of the Agreement.



EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

6/30/2018

DATE (MM/DD/YYYY)
5/22/2018

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Westfield Insurance Company	
	INSURER B:	
	INSURER C:	
INSURED FB HANGAR 1446808 PO BOX 1004 ALMA GA 31510	NAIC # 24112	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 15390127**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	CAG 4753137	6/30/2017	6/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0	Y	N	CAG 4753137	6/30/2017	6/30/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE \$ XXXXXXXX OTH-ER \$ XXXXXXXX E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			

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

CITY OF FERNANDINA BEACH MUNICIPAL AIRPORT IS ADDITIONAL INSURED ON GENERAL LIABILITY AND UMBRELLA IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY

CERTIFICATE HOLDER**CANCELLATION**

15390127 CITY OF FERNANDINA BEACH MUNICIPAL AIRPORT 700 AIRPORT ROAD FERNANDINA BEACH FL 32034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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EXHIBIT D

FERNANDINA BEACH MUNICIPAL AIRPORT

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

Original Adoption September 10, 1987

Amended December 18, 2007

Amended October 20, 2009

Amended August 2, 2011

Amended October 7, 2014

Prepared By:
City of Fernandina Beach
700 Airport Road

Fernandina Beach, Florida 32034

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Section 1 – General

1.01 INTRODUCTION

The City of Fernandina Beach, as owner, operator, and sponsor of Fernandina Beach Municipal Airport (FBMA), being responsible for all aspects of the administration of this public, general aviation facility, and in order to foster and encourage the economic growth and orderly development of aviation and related aeronautical activities at FBMA has established certain requirements for commercial aeronautical entities to ensure that adequate aeronautical services and facilities are provided to the users of FBMA.

These Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) are the threshold entry requirements for a person or persons, partnership, company, trust, corporation, or other business entity, based on FBMA and/or using FBMA, to engage in one or more commercial aeronautical service or activity to the public at FBMA. These Minimum Standards are to promote fair competition at FBMA, taking into consideration the aviation role of FBMA, facilities that currently exist at FBMA, services being offered at FBMA, and the future development planned for FBMA. The uniform application of these Minimum Standards, containing the minimum levels of service and facilities that must be offered by the service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both established and future aeronautical activity as well as FBMA patrons. All commercial aeronautical operators are provided a level playing field on which they will hopefully prosper while providing excellent service to aviation customers. There is not any prohibition to exceed the minimum requirements in terms of quality of facilities and services provided.

The adoption of these Minimum Standards for Commercial Aeronautical Activities is recommended by the FAA to comply with federal law and regulations that prohibit the granting of exclusive rights to use an Airport that has received federal Airport Improvement Program (AIP) funding. The City of Fernandina Beach will comply with federal law and Federal Aviation Administration (FAA) Advisory Circulars which currently exist for MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES, and EXCLUSIVE RIGHTS AT FEDERALLY-OBLIGATED AIRPORTS, and as those advisory circulars may be amended by the FAA from time to time.

These Minimum Standards are not intended to be all-inclusive, as the operator of a commercial aeronautical venture who is based on or uses FBMA will be subject to additional applicable federal, state and local laws, codes and ordinances and other applicable regulatory measures, including the Airport Rules and Regulations pertaining to all such activities.

1.02 PURPOSE

- Provide a minimum level of services that are offered to the public in connection with the conduct of particular aeronautical activities or services on FBMA
- Provide for the safe conduct of all commercial aeronautical activities at FBMA
- Protect airport users from unlicensed and unauthorized products and services
- Maintain and enhance the availability of adequate services for all airport users
- Provide that no entity receives a competitive advantage through less-than-fair and uniform market value use of City facilities
- Promote the economic health of FBMA businesses
- Promote the orderly improvement and development of FBMA

1.03 EXCLUSIVE RIGHTS

In accordance with FBMA assurances given to the federal or state government by the City as a condition to receiving federal or state funds, the granting of rights or privileges to engage in commercial aeronautical activities shall not be construed in any manner as affording any person or entity any exclusive right, other than the exclusive use of the land and/or improvements which are specifically set forth in a written lease, permit, or agreement.

1.04 STATEMENT OF POLICY

A fair and reasonable opportunity, without unjust discrimination, shall be accorded to all applicants to qualify and present ideas for doing business, using FBMA facilities and furnishings, which the City, deems are available for selected aeronautical activity or service. Proposals meeting the Minimum Standards as established by the City and set forth herein for commercial aeronautical activities at FBMA shall be presented to the City Commission for approval. Commercial aeronautical activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate Minimum Standards shall be developed on a case-by-case basis for such activities and, if accepted and approved by the City, incorporated into the entity's written agreement with the City and into these Minimum Standards by amendment. The City in its sole discretion may distribute a Letter of Interest (LOI) or a Request for Proposal (RFP) for the leasing/use of available FBMA facilities.

A written agreement, lease, or permit, properly executed by the City and a based or local area commercial aeronautical operator is a prerequisite to commencement of FBMA facility and airfield use by any commercial aeronautical activity. Contingent upon its qualifications, its meeting the established Minimum Standards with the City and the payment of the prescribed rentals, fees, and charges, commercial aeronautical operators shall have the right and privilege to engage in and conduct the activity or activities specified by written agreement with the City. All agreement provisions, however, must be compatible with the Minimum Standards herein contained and will not change or modify the standards and requirements themselves. In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum." Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the City.

The City reserves and retains the right for the use of FBMA by others who may desire to use it, pursuant to applicable federal, state, and local laws, ordinances, codes, standards, and other regulatory measures pertaining to such use. The City further reserves the right to designate specific FBMA areas in which the individual or a combination of aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of FBMA.

These Minimum Standards may be included in whole, in part, or by reference as part of all leases, and other agreements between the City and any entity desiring to be based on and/or use FBMA and engage in any commercial aeronautical activities. The rates, fees, and charges applicable to the providers of commercial aeronautical activities are established by the City to make FBMA as financially self-sustaining as possible and be sufficient to cover FBMA costs.

These Minimum Standards are not retroactive and do not alter any existing written agreement properly executed prior to the date of approval of these Minimum Standards and as may be amended that does not provide for application of future revisions of the Minimum Standards, in which case these Minimum Standards shall be effective consistent with such written agreement. In any event, upon expiration of an existing lease, agreement, or permit with the City or if the commercial aeronautical operator desires to materially increase or expand its activities, the commercial aeronautical operator shall then comply with the provisions of these Minimum Standards. Conversely, these Minimum Standards shall not be deemed to modify any existing agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the City from entering into or enforcing an agreement that

requires an entity to exceed the Minimum Standards. In the event of any conflict between the terms of these Minimum Standards and the provisions of any lease or agreement, the terms of the lease or agreement shall be controlling.

These Minimum Standards may be supplemented and amended by the City from time to time and in such manner and to such extent as is deemed appropriate by the City. Minimum Standards shall be reviewed and updated at minimum every five years or as needed to be amended.

The City reserves the right to lease an existing facility or any portion of an existing facility to a Specialized Aviation Service Operation (SASO) in order to maximize facility use and business opportunities. A lease of this nature shall be at the City's sole discretion, and shall be considered to meet any minimum facility requirements as defined in these Minimum Standards.

The City further reserves the right to designate from time to time the specific areas where individual aeronautical services or a combination of aeronautical services may be conducted, and to determine whether or not there is sufficient, appropriate, or adequate space at the proposed site to meet the minimum requirements established herein. Such determination shall consider the nature and extent of the proposed operation and the sites available for such purpose, consistent with the current Airport Master Plan and the orderly, safe, and efficient operation and development of FBMA.

1.05 WAIVER OF MINIMUM STANDARDS

No commercial aeronautical operator will be allowed to operate or provide services not in compliance with these Minimum Standards unless unusual circumstances exist which may give cause for consideration of a temporary waiver. The City may, at its sole discretion, waive or modify any portion of the Minimum Standards for any person or entity when it is determined that such waiver is in best interest of the public and will not result in unjust discrimination against other commercial aeronautical operators at FBMA. Any initial waiver will not exceed 12 months. However any waiver may be reviewed annually and extended in sole discretion of City.

1.06 GENERAL REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

The following shall apply to all commercial aeronautical activity or service provider, either a FBO or SASO, at FBMA:

1. Unless otherwise provided by the City, all activities of the commercial aeronautical entity shall be conducted on an area or areas of sufficient size to accommodate all services that the commercial aeronautical operator is approved to perform, allowing for future growth and additional services as contemplated by the City or the commercial aeronautical operator at the time of application, but as limited by the space available on FBMA.
2. Shall conduct its business operations strictly within the areas assigned to it by the City, and its operations shall not in any way interfere with the operations of other commercial aeronautical entities, agencies, or other businesses operating on FBMA, the use of FBMA by the general public, or with any common use areas.
3. Shall provide their services or activities on a fair, equal, and not unjustly discriminatory basis to all users thereof, and they will charge fair, reasonable, and not unjustly discriminatory prices for each unit or services provided. Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, and other similar types of discounts to volume purchasers or users of the service provided. Further, any commercial aeronautical entity will insure that any sub-lessee or subcontractor comply with the provisions of this paragraph.
4. Personnel shall meet all federal, state, and local training and certification requirements applicable to their individual duties and company services.

5. Shall control the conduct and demeanor of its personnel and subtenants, as well as to conduct its business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb, endanger, or offend any customers, tenants, or competitive operators.
6. Shall employ the necessary quantity of trained staff, on-duty management, and supervisors to provide for the efficient, safe, and orderly compliance with its lease, agreement, sublease, or permit.
7. No right or privilege will be granted to any commercial aeronautical entity which would prevent any entity operating aircraft at FBMA from performing any services on its own aircraft with its own direct employees (W-2), including but not limited to maintenance and repair, that it may choose to perform.
8. The City reserves the right to further develop or improve FBMA as it sees fit, regardless of the desires or views of the commercial aeronautical operator, and without interference or hindrance. FBMA shall make every effort to minimize the disruption of normal airport usage during periods of repair or further airport development.
9. Airport access and security shall be maintained at all times in accordance with standards as may be established and required by the City.
10. Any fine or penalty imposed on the City by the FAA or other governmental body, resulting from lessee's or permittee's use, operations, and occupancy of the leased premises, will be payable by lessee or permittee.
11. Shall keep current and provide the Airport Manager with applicable point-of-contact(s) and phone numbers for emergency purposes.
12. Shall permit its personnel who drive motor vehicles on FBMA to do so only in accordance with the Airport Rules and Regulations, applicable federal, state, and local laws, ordinances, codes, or other similar regulations now in existence or as may be hereafter modified, amended, or enacted.
13. Shall keep and maintain its leased premises and all improvements in a neat and orderly condition at all times, and in good and substantial repair, condition, and appearance. Shall keep mowed and in a pleasing condition all landscaping and grass areas within its leased premises.
14. Shall commit no unlawful nuisance, waste, or injury on the leased premises and will refrain from doing anything which may result in the creation, commission, or maintenance of such nuisance, waste, or damage to property on FBMA.
15. Shall refrain from creating or allowing on its premises any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, is not a violation of this paragraph, nor shall the reasonable operation of the commercial aeronautical operator's business constitute such violation, although some odors, gases, and vapors may result therefrom.
16. Shall refrain from doing anything which might interfere with the effectiveness or accessibility of FBMA's public utilities systems, drainage or sewer system, storm water management system, fire protection system, sprinkler system, alarm system, or fire hydrants and hoses, if any are installed or located on or in their leased premises.
17. Shall remove or dispose of debris and other waste material, whether solid or liquid, arising from the commercial aeronautical operator's activities. Any garbage, debris, or waste, which may be temporarily stored in the open, shall be kept in suitable metal garbage or waste receptacles equipped with tight-fitting covers of a design sufficient to contain whatever may be placed therein. Shall use extreme care when removing all such waste. Any hazardous waste generation, storage, or disposal shall comply with all applicable federal, state, and local regulations.
18. No fuels, oils, greases, detergents, or other insoluble substances shall be placed in the sewage or drainage systems or on the ground. Any FBO or SASO, at its sole cost and expense, shall comply with all requests made by the U.S. Environmental Protection Agency (EPA) or other competent governmental authority including, but not limited, to the installation of a grease

and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of equipment and/or aircraft. The installation of any required equipment or structure shall conform to recommended specifications of the EPA or Florida Department of Environmental Protection (FDEP) as applicable.

19. Shall at no time conduct any aeronautical activity on leased property from a structure that would be considered temporary or mobile under Florida Building Codes and applicable City Ordinances without specific approval from the City.
20. Shall maintain all aprons, ramps, taxiways, roadways, and parking lots that are constructed by the FBO or SASO or reserved for their exclusive use.
21. Shall refrain from doing any act or thing upon the FBMA which will invalidate or conflict with any fire, property, or liability insurance policies covering FBMA.
22. Shall provide an adequate supply of properly located, type, size and operable fire extinguishers and other safety equipment in accordance with the National Fire Prevention Association (NFPA) requirements.

1.07 SUB-LESSEE OR SUBCONTRACTOR REQUIREMENTS

If a commercial aeronautical operator leaseholder desires to sublease space to another person or entity or contracts with an aeronautical operator to provide one or more specialized aviation services, the following conditions shall apply:

1. Lessee must obtain written approval of sublease or subcontractor agreement from the City before allowing sub-lessee or subcontractor to occupy or conduct any form of business from the lessee's leasehold. Said sublease or subcontract shall define the type of business and service to be offered by sub-lessee or subcontractor.
2. Sub-lessee or subcontractor shall also enter into an agreement with the City. Such agreement shall be appropriate to the particular type of services to be provided by sub-lessee or subcontractor. The agreement or permit shall provide for payment by sub-lessee or subcontractor to FBMA of fees pertinent to the types of services offered by sub-lessee or subcontractor unless prohibited by written agreement.
3. Lessee must have the facilities and physical space necessary to support the aeronautical services of his sub-lessee(s) or subcontractor(s). Such facilities and space shall be sufficient to accommodate the lessee's aeronautical service as well as those requirements for any sub-lessee or subcontractor according to these Minimum Standards.
4. The sub-lessee or subcontractor must meet all of the Minimum Standards established by the City for the category or categories of services to be furnished. The Minimum Standards may be met in combination by lessee and sub-lessee or subcontractor. Any sublease or subcontract agreement shall specifically define those services provided by lessee to sub-lessee or subcontractor that must be used to meet the Minimum Standards.
5. Sub-lessee or subcontractor shall provide evidence of minimum insurance coverage as determined by the City for the categories of service to be offered as noted in Section 1.08 and Appendix B. Additionally any sub-lessee or subcontractor shall carry premise insurance.

1.08 INSURANCE REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

Insurance amounts as detailed in Appendix B provide a minimum guideline and may not meet the requirements for every commercial aeronautical entity. Each commercial aeronautical entity should make its own analysis to determine if more is needed. Insurance coverage shall be obtained and paid for by the commercial aeronautical operator as required in the coverage and amounts specified by the City. Commercial aeronautical operators shall demonstrate to the City's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. Each policy shall name the City of Fernandina Beach as additional insured. All insurance required shall apply as primary and not in excess of or contributing with other insurance which the commercial aeronautical entity may carry. A Certificate of Insurance or a copy of the insurance policies shall be furnished to the City with each annual

renewal and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The City will provide 90 days advance notice of any changes to the minimum insurance coverage requirement. The types of insurance as noted in Appendix B may be added to or deleted from as determined by the City in its sole discretion.

A commercial aeronautical operator leaseholder shall be required to carry public liability insurance for any sub-lessee or subcontractor or provide a certificate of insurance which shows the entity and the City as named insured, in amounts commensurate with sub-lessee's or subcontractor's individual activities and services, as determined by the City.

Section 2 – Lease Requirements for Commercial Aeronautical Operators

2.01 BUSINESS PLANNING

The Airport Manager is the first person of contact to discuss providing or increasing a commercial aeronautical opportunity at FBMA. At this meeting any prospective commercial aeronautical operator can secure the necessary documents needed to complete the process to become a FBO or SASO at FBMA. Documents available include:

1. Minimum Standards for Commercial Aeronautical Activities
2. Airport Leasing Policy
3. Application for Ground or Facility Lease or Airport Operating Permit
4. Airport Ground Leasehold Development Process
5. Airport Architecture and Building Design Standards
6. Airport Rates and Charges
7. Sample Ground or Facility Lease
8. Airport Rules and Regulations

2.02 QUALIFICATION AND REQUIREMENTS

Any person desiring to conduct a commercial aeronautical activity on FBMA must complete a written application for an Airport Ground or Facility Lease or Airport Operating Permit and submit it to the Airport Manager detailing what aeronautical service or services are to be provided. No processing or approval action is possible until this application is submitted. Such application from any prospective commercial aeronautical operator assists in the City's determination that the applicant is technically and financially able to perform the services proposed. A person or entity shall have such business background and shall demonstrate the business capability to successfully provide the contemplated commercial aeronautical activity as to meet the City's approval. The information presented shall include financial documentation (annual balance sheets and related) to demonstrate the entity's financial capability to initiate operations and/or to construct improvements that may be required to support the proposed operation, or operations, and also indicate the commercial aeronautical operator's ability to operate the contemplated operations, once initiated. In each instance, the City shall be the final judge as to the qualifications and financial ability of the entity. A business plan may be required of entities desiring to operate on FBMA. The City also may request any such additional information as may reasonably be required to evaluate the proposal. Additionally any entity seeking to conduct commercial aeronautical activity at FBMA as a FBO shall demonstrate that it has adequate resources to realize the business objectives agreed to by the City and the entity.

Those commercial aeronautical entities not leasing or subleasing property on FBMA, such as an independent aeronautical operator or an independent service provider, also need to provide appropriate documentation as part of the application process for their proposed operation to secure an Airport Operating Permit. Such independent commercial aeronautical operators shall meet and maintain

compliance with the applicable Minimum Standards for their commercial activity. The City retains the right to restrict or deny such FBMA access if FBMA safety or efficiency is compromised by the existence of the proposed commercial service or activity. Further the City has the right to prohibit use or continued use of FBMA should a lease holding entity offer same or similar services on FBMA. Once an Airport Operating Permit is approved then each year such independent commercial aeronautical operators shall secure an annual renewal of the permit to include providing applicable operational certificates, providing evidence of insurance, and paying any applicable fees.

2.03 APPLICATION TO PROVIDE ON AIRPORT SERVICES

Demonstration of intent to conduct a business operation at FBMA shall be by application to the Airport Manager. The following at minimum must be provided:

1. The legal name of the entity submitting this application and its business name (if different).
2. The address and telephone number of the entity and primary contact person.
3. The names, addresses, phone numbers, and short resume of all owners of five (5) per cent or more equity interest, management control, or debt in the entity.
4. A comprehensive listing of all activities proposed to be offered, along with copies of all applicable federal, state, or local operating certificates and licenses held.
5. Evidence of past experience and technical ability to perform and/or develop the proposed services and facilities.
6. Amount of land to lease.
Building space to lease or facilities to construct.
Will there be any subleasing of building space.
7. The estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.
8. The dates for commencement and completion of proposed development or the proposed date for commencement of the intended activities and proposed term for conducting same.
9. The equipment, any special tooling required, vehicles, and inventory proposed to be utilized in connection with the intended activities.
10. Will there be any hazardous materials located on site. If yes describe.
11. The number of persons to be employed, including the names and qualifications of each management/supervisory person, and specifications as to whether the employees will be full-time, part-time, or seasonal.
12. Periods (days and hours) of proposed operation:
13. The number of aircraft to be utilized in connection with the proposed activities and the make, model, passenger seating capacity, cargo capacity, aircraft registration number, and copies of applicable operating certificates for each aircraft.
14. Amounts and types of insurance coverage to be maintained (no less than required under Minimum Standards).
15. For proposed agreements for lease of unimproved or improved Airport areas, a layout (to scale) of the size, configuration, and location of the property proposed for occupancy and a preliminary drawing(s) of the building(s) and improvements to be constructed, together with the identification of vehicle parking areas (See Ground Leasehold Development Process).
16. For proposed agreements to lease existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, tie-downs, and vehicle parking areas to be utilized (See Ground Leasehold Development Process).
17. Evidence of a written business plan to include:
 - a. Business projections for the first year by quarter and the succeeding 4 years annualized.
 - b. A current balance sheet and previous fiscal year's balance sheet.
 - c. Methods to be used to attract new business (advertising and incentives).
 - d. Amenities to be provided to attract business.
 - e. Plans for physical expansion, if business should warrant such expansion.
18. Contact information of three references (name, title, company, telephone).

19. Contact information of three credit references (name, title, company, telephone).

2.04 ACTION ON APPLICATION FOR COMMERCIAL AERONAUTICAL OPERATORS

With a properly submitted application to the Airport Manager, an agreement or lease will then be developed between the entity and the City. Both documents are also presented to the Airport Advisory Commission for its review. The Airport Advisory Commission will develop a recommendation and forward to the City Commission for its final action. This process can take 120 days from the receipt of application.

Applications may be denied for one or more of the following reasons:

1. The applicant, for any reason, does not meet qualifications, standards, and requirements established by these Minimum Standards.
2. The proposed operation or construction will create a safety hazard on FBMA.
3. The granting of the application will require the expenditure of local funds, labor, or materials on the facilities described in or related to the application, or the operation will result in a financial loss or hardship to FBMA.
4. There is no appropriate or adequate available space or building on FBMA to accommodate the proposed activity at the time of application.
5. The proposed operation, FBMA development, or construction does not comply or is inconsistent with the Land Development Code, approved Airport Layout Plan, or conflicts with federal, state, or local rules and regulations.
6. The development or use of the land area requested will result in aircraft or building congestion or will unduly interfere with the operation of any present commercial aeronautical operator on FBMA or restrict aircraft access to any commercial aeronautical operator's area.
7. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any party applying, or having an interest in the business, has a record of violating the FBMA Airport Rules and Regulations, the rules and regulations of any other airport, Florida Department of Aviation (FDOT) aviation regulations, or Federal Aviation Regulations.
9. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the City or any lease or other agreement at any other airport.
10. On the basis of current financial information, the entity does not, in the opinion of the City, exhibit adequate financial responsibility to undertake the proposed services.
11. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the City to provide and maintain the business to which the application relates and to promptly pay amounts required under the lease.
12. The applicant cannot provide a performance bond or other adequate security in an amount required by the City to ensure performance of its obligations under its proposed lease or permit or ensure completion of any associated construction.
13. The applicant has committed any crime, or violated any local ordinance, rule, or regulation, which adversely reflects on its ability to conduct the FBO or SASO operation applied for.

2.05 SITE DEVELOPMENT AND CONSTRUCTION STANDARDS

Once the City Commission has approved the agreement, both parties sign the lease or agreement and rent becomes applicable. In the meantime, with a supporting recommendation from the Airport Advisory Commission, it is usual for a commercial aeronautical operator, if desired, to begin the site development and permitting process. The commercial aeronautical operator shall obtain at its sole expense all licenses and permits necessary for the conduct of the commercial aeronautical operator's activities at FBMA as required by the City or any other duly authorized governmental agency. However,

no construction of any kind shall be commenced at FBMA without final approval from the City, FAA, or any other agency that may have jurisdiction. Any proposed construction or modification of facilities by a commercial aeronautical operator will be subject to the development regulations described in the Airport Ground Leasehold Development Process, the Airport Architecture and Building Design Standards, applicable federal, state, local laws and regulations, Florida Building Codes, applicable City Building Ordinances, NFPA requirements, and conformity with the Airport Master Plan. The City must approve the plans and specifications prior to construction, and also approve the filing by the prospective commercial aeronautical operator of a notice of proposed construction required by FAR Part 77, "Objects Affecting Navigable Airspace," to the FAA (Form 7460-1).

Land that is designated for aeronautical purposes must be developed and used for aeronautical activities only. Non-aviation related activities shall not be allowed in buildings or hangars located on land designated for aeronautical purposes without FAA approval. However the City may, at its option, grant an exemption to permit in conjunction with an aeronautical use a limited non-aeronautical use of the land and facility usually not to exceed 30%. No commercial aviation operator shall be allowed to operate in, from, or around a City owned t-hangar or bulk row storage hangar.

All improvements constructed on FBMA, other than trade fixtures, shall become a part of the land and belong to the City upon expiration, termination, or cancellation of the lease agreement between the commercial aeronautical operator and the City covering such improvements. If the commercial aeronautical operator chooses to develop a site which is not currently served by taxiways, roadways, and/or utility services, the commercial aeronautical operator shall be responsible for extending such services and pavement surfaces to its site at the commercial aeronautical operator's sole expense, unless otherwise negotiated with the City. All such utility services and pavement areas shall be constructed in full compliance with FBMA and FAA standards, as well as applicable City codes.

Section 3 – Fixed Base Operator (FBO)

3.01 GENERAL

A Fixed Base Operator is an entity that provides multiple aeronautical services including aircraft fueling to aircraft owners, airport users, and airport tenants. Only a FBO shall be permitted to sell aviation fuel, lubricants, and other related services to both transit aircraft operations and operations of aircraft based at FBMA.

3.02 FBO MINIMUM SERVICE LEVEL

1. Aircraft Fueling and Oil Services
2. Aircraft Line Services
3. Aircraft Crew and Passenger Customer Services
4. The following optional services are encouraged, but not required:
 - a. Aircraft Maintenance and Repair
 - b. Aircraft Bulk Hangar Storage
 - c. Flight Training
 - d. Aircraft Rental/Lease

A FBO may subcontract or use third party operators to provide any of the required FBO services or optional services above, with the exception of Items 1 through 3. For these services, a FBO may be permitted to enter into an agreement with a professional aviation services management company, experienced in managing/operating FBO's, to provide day-to-day management and/or staffing. Such management agreement must be approved by the City. The FBO shall remain the responsible party to the City for all decisions related to safety, security, and overall operational issues. A FBO's subcontractors

and third-party operators shall meet or exceed all Minimum Standards applicable for such services performed and must operate from the FBO premise. See Section 1.07 regarding subleases.

3.03 FBO MINIMUM SERVICE STANDARDS

1. Operation
 - a. Shall have premises open and services available every day of the year, except Christmas Day, from 0800-2000.
 - b. Shall be staffed with a minimum of two properly trained and uniformed personnel during normal business hours.
 - c. Shall be available to provide services outside of normal business hours, if requested in advance, or in response to unscheduled required services.
 - d. Shall be able to assist in the removal of disabled aircraft from FBMA's runway and taxiway system in a timely manner.
2. Aircraft Fueling and Oil Services
 - a. Shall provide the sale and into-plane delivery at a minimum 100LL-octane Aviation Gas (Avgas) and Jet A aviation fuels, accepted grades of aviation engine oils and lubricants, and other aviation petroleum products for aircraft that regularly operate at FBMA.
 - b. Shall deliver fuel to aircraft utilizing at least one Jet A refueling vehicle with a capacity of 2,000 gallons and one Avgas refueling vehicle with a capacity of 500 gallons.
 - c. Shall demonstrate satisfactory arrangements to purchase fuel, oil, and aviation lubricants in such quantities as is necessary to meet expected demand.
 - d. Shall provide properly trained personnel in the safe and proper handling, dispensing, and storage of aircraft fuel using equipment provided by the FBO.
 - e. Shall operate a fixed fuel storage facility which shall contain safety fixtures and filtration systems to ensure aircraft fuel quality in accordance with all Environment Protection Agency (EPA) regulations including proper fuel spill prevention features and containment capabilities. In addition, shall provide an approved fuel Spill Prevention Countermeasure and Control (SPCC) Plan to the Airport Manager or be properly coordinated into the Airport's SPCC Plan.
 - f. In addition to into-plane delivery may provide self-fueling facility for public use and such equipment must be in compliance with applicable state and local regulations and standards, and comply with fueling equipment requirements listed in this section.
 - g. Shall comply with all applicable local, state, and federal environmental statutes and regulations regarding storage tanks, disposal of waste oil and other potentially hazardous substances, and for the refueling of all aircraft and vehicles.
 - h. All equipment used for the storage, handling, and/or dispensing of petroleum products must meet all applicable federal, state, and local safety and fire codes, regulations and standards, NFPA requirements for aircraft fueling operations, and the appropriate FAA Advisory Circular.
 - i. All dispensing equipment shall be equipped with reliable metering devices subject to an independent inspection of the Motor Fuels Section of the Florida Department of Transportation and must be capable of servicing, in an efficient and safe manner, all types of aircraft. All metering devices must be inspected, checked and certified annually by appropriate local and state agencies. A copy of each such inspection must be provided to the Airport Manager.
 - j. All fueling services and systems shall be subject to routine inspection for fire and other hazards by the City, the FAA, and the appropriate state and local fire agencies.
 - k. Quality control of the fuel is the responsibility of the FBO.
 - l. Complete dated records shall be kept with regard to all maintenance activities conducted on fueling equipment and mobile refueling vehicles.
 - m. Shall maintain current fuel reports on file and available for auditing at any time by the City, the FDOT, or the FAA or other applicable agencies.
3. Aircraft Line Services

- a. Shall provide ramp assistance including the parking, tie-down, ground handling, and storage of aircraft including ropes or other types of restraining devices and wheel chocks for aircraft based or normally transiting FBMA.
- b. Shall provide adequate loading/unloading and towing equipment to safely and efficiently move aircraft to include aircraft tug(s) that can accommodate aircraft based or normally transiting FBMA.
- c. Shall provide proper equipment as may be required to service and support aircraft based or normally transiting FBMA such as inflating aircraft tires, changing engine oil, washing aircraft windscreens, recharging aircraft batteries, and starting engines and performing minor repairs not requiring a certified mechanic. Shall have ground power starting capability.
- d. Keep the ramp well maintained, clean, and free of foreign object debris (FOD).
4. Aircraft Crew and Passenger Customer Services
 - a. Shall provide a flight planning area with appropriate communication facilities for complete flight planning including weather communication links separate from other public areas.
 - b. Shall provide a minimum of one courtesy vehicle available for customer use.
 - c. Shall provide appropriate concierge services and/or referral services as may be required to pilots and users and maintain local ground transportation contacts.
 - d. Shall have available basic pilot supplies.
5. Optional Services
 - a. Shall meet Minimum Standards for like category of SASO as to equipment and services.

3.04 LAND AND IMPROVEMENTS REQUIREMENTS

1. Shall lease land area at a minimum of four acres (174,240 square feet) to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking. Parking requirements will be in accordance with City code.
2. Shall lease or construct on the leased premises a public use operations building(s) and related improvements not less than 3,200 total square feet to sufficiently accommodate all activities and operations proposed, as approved by the City. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, pilot's lounge separate from public waiting area, classroom/training room and/or conference room, storage, and public restrooms. Also provide snack food and beverage machines and public use telephone.
3. If optional services for aircraft maintenance and repair and/or aircraft bulk hangar storage is offered then shall lease or construct a hangar facility not less than 4,800 square feet with properly lighted space to perform maintenance work, aircraft storage, parts storage.
4. Any facility(ies) provided shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances.
5. Shall provide sufficient ramp area to support all activities of the FBO and all approved subtenants.
6. Shall lease or construct a separate, above ground or approved underground, aircraft fuel storage facility in a designated area with a minimum 10,000 gallons 100LL/Avgas and 10,000 gallons Jet A. Such facility may offer self-serve capability for either or both fuel products sold. Such facility and all improvements shall, at the FBO own expense, be maintained in a presentable condition consistent with good business practices and in accordance with the appropriate rules and regulations at the time of construction and any mandated changes.

3.05 INSURANCE

See Section 1.08 and Appendix B for insurance coverage requirements for a FBO operation on FBMA.

Section 4 – Specialized Aviation Service Operation (SASO)

4.01 GENERAL

A Specialized Aviation Service Operation (SASO) is a person or entity that provides a single or limited number of commercial aeronautical services and activities, and shall comply with the Minimum Standards for the specific service or activity described in this section. A SASO may not sell fuel.

Whenever a SASO conducts multiple activities pursuant to one lease, permit, or agreement with the City, and the Minimum Standards for one of the commercial aeronautical operator's activities are inconsistent with the Minimum Standards for another of the commercial aeronautical operator's activities, then the Minimum Standards which are more stringent, and/or more protective of the public's health, safety, and welfare, shall apply. When one or more activity is conducted, the minimum requirements may vary depending on the nature of each activity or combination of activities, but shall not necessarily be cumulative but will be required to obtain insurance for all exposures.

Nothing contained herein shall convey or imply an exclusive right of operation by any such commercial aeronautical entity. The City reserves the right to consider any and all other type services and activities not otherwise described herein as a SASO.

A SASO may sublet from a FBO or another SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial entity on FBMA. See Section 1.07 regarding subleasing.

4.02 SASO – AIRCRAFT MAINTENANCE AND REPAIR SERVICES (Airframe, Power Plant, Propeller, Radios, Instruments, and Accessories)

An aircraft maintenance and repair services SASO engages in a business capable of providing a service, or combination of services which otherwise may require FAA certification for the repair of aircraft airframe (major and minor), power plant, propellers, radios, instruments, and accessories for general aviation aircraft. This category shall also include the nonexclusive sale of aircraft parts and accessories. A SASO in this category may provide full service maintenance and repair services, individual services, or a combination of services. Usually this type of repair is performed on the aircraft, although it may also include bench repair of items removed from an aircraft that are intended for replacement on that aircraft.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall include properly lighted, air conditioned, and heated office space, storage, and restroom area. Also provide telephone availability.
4. Any shop area and/or equipment and parts storage area provided shall be properly ventilated.
5. Shall possess and maintain all licenses and/or certificates as may be required by the FAA, Federal Communications Commission (FCC), or other appropriate agency which are applicable to the operation or services contemplated.

6. Shall employ and have on duty during operating hours trained personnel in such numbers as may be required to meet these Minimum Standards in a safe and efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds a mechanic certificate or an inspection authorization.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring the SASO services.
8. At the SASO discretion, but strongly encouraged, provide on-call emergency service capability.
9. Shall conduct all maintenance operations in accordance with applicable Airport Rules and Regulations, National Fire Protection Association requirements, and other applicable safety regulations.
10. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.03 SASO – AIRCRAFT COMPONENT AND SUPPORT SERVICES (ancillary aircraft ground services such as aircraft stripping/painting, aircraft salvage, refurbishing, upholstery)

An aircraft component and support services SASO engages in the business of aircraft support services such as aircraft painting, aircraft salvage, refurbishing, upholstery, and similar aircraft components and support services. This category of commercial aeronautical operator also includes the nonexclusive sale of new and/or used components described above.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall include properly lighted, air-conditioned, and heated office space, storage, and restroom area. Also provide telephone availability.
4. Any shop area and/or equipment and parts storage area provided shall be properly ventilated.
5. Shall possess and maintain all licenses and/or certificates as may be required by the FAA, or other appropriate agency which are applicable to the operation or services contemplated.
6. Shall employ and have on duty during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but never less than one person currently certificated as a FAA rated repairman or inspector as appropriate to the services to be offered.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. Any stripping/painting provided must be with a proper spray booth and comply with all federal, state, and local regulations pertaining thereto.
9. Shall conduct all maintenance operations in accordance with applicable Airport Rules and Regulations, National Fire Protection Association requirements, and other applicable safety regulations.
10. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.04 SASO – FLIGHT TRAINING

A flight training SASO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, classroom or suitable accommodation for proper ground school instruction, storage, and public restroom. Also provide telephone availability.
4. Shall have available for use in flight training, either owned or leased by and under exclusive control of the SASO not less than one aircraft properly equipped and maintained, and FAA certified for flight instruction.
5. Shall have in its employ or under contract, and on duty as required during operating hours, currently FAA certificated instructor pilots and ground instructors in sufficient numbers as may be required, but never less than one instructor/pilot, to meet the demands of the number of students expected to be engaged in such flight training.
6. Shall provide suitable space equipped with adequate audio and visual aids for effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the type training offered.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.05 SASO – AIRCRAFT LEASE/RENTAL

An aircraft lease/rental SASO engages in the lease or rental of aircraft to the public for compensation.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide

telephone availability.

4. Provide, and at all times maintain not less than one aircraft, owned or leased by and under exclusive control of the SASO, properly equipped and maintained aircraft and FAA certified for rental.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot to provide demonstration and check rides for any aircraft it intends to lease or rent.
6. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.06 SASO – AIRCRAFT CHARTER AND AIR TAXI SERVICE

An aircraft charter and/or an air taxi service SASO engages in the business of providing air transportation of person and/or property, to the general public for hire, on demand, either on a charter basis or as an air taxi operator, as currently defined in the FAR Part 135 “Operating Requirements: Commuter and On Demand Operations and Rules Governing Persons on Board Such Aircraft,” or as may be supplemented or amended from time to time.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide telephone availability.
4. Shall have and maintain during the term of the tenancy at FBMA, an air taxi license (refer to FAR Part 135) and shall operate in conformance with all appropriate FARs including but not limited to FAR Part 135 as amended.
5. Shall provide not less than one aircraft properly maintained and currently certified under FAR Part 135, either owned or under written lease to the SASO, all of which must meet the requirements of the FAA air taxi commercial operator certificate held by the SASO. Any multi-engine aircraft shall be certified for instrument operations.
6. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers to carry out services as may be required to meet the Minimum Standards in a safe and efficient manner, but never less than one person who hold current FAA commercial pilot certificate with appropriate ratings to permit the flight activity offered by the SASO. All flight crews shall be properly rated for the aircraft operated. Shall provide dispatch capability within six hours of a customer request.
7. Employ one person with experience and ability to provide charter quotes, schedule and dispatch support, and customer service.
8. Make satisfactory arrangements for the checking in of passengers, handling of luggage, ticketing, ground transportation, etc.
9. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the

SASO services.

10. Charter and non-scheduled air taxi companies, not regularly based at FBMA, but who are providing service to and from FBMA, are not subject to these Minimum Standards, but must comply with the Airport Rules and Regulations.
11. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.07 SASO – AIRCRAFT SALES (NEW AND/OR USED)

An aircraft sales SASO engages in the sale of new and/or used aircraft through brokerage, ownership, franchise, or licensed dealership or distributorship, either on a retail or wholesale basis, of an aircraft manufacturer or otherwise, and provides or provides access to such repair, services, and parts, as may be contractually required, to meet any guarantee or warranty on new and/or used aircraft sold by it.

- A. **NEW AIRCRAFT SALES:** An aircraft sales SASO engages in the sale of new aircraft through franchises or licensed dealerships, if required by local, county, or state authority, or distributorship, either on a retail or wholesale basis, of an aircraft manufacturer or used aircraft.
- B. **USED AIRCRAFT SALES:** Many companies engage in the purchasing and selling of used aircraft. This is accomplished through various methods including matching potential purchasers with an aircraft, i.e. brokering, assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, storage, and public restroom. Also provide telephone availability.
4. A dealer of new aircraft shall hold an authorized factory sales or distributor franchise or sub-dealership. All aircraft dealers shall hold applicable licenses or permits that may be required by any law or regulation.
5. A dealer of new aircraft shall have available or on-call at least one current FAA certificated and airworthy model demonstrator for the aircraft in its authorized product line. A new aircraft dealer shall be able to provide for demonstration of additional models of the manufacturer for which a dealership is held.
6. Dealers of used aircraft shall have reasonable access to aircraft offered for sale for purpose of demonstration.
7. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, or be able to obtain within eight hours of a request a fully qualified pilot for the aircraft to be demonstrated.
8. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
9. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.08 SASO - AIRCRAFT HANGAR STORAGE

An aircraft hangar storage SASO engages in the rental of space within conventional, open-bay, bulk hangars for the temporary or long-term parking or storage of aircraft.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including a restroom and properly sized paved aircraft apron.
3. May provide properly lighted, air-conditioned, and heated office space(s).
4. Shall have his facilities available for the tenant's aircraft removal and storage on a continuous basis.
5. Shall determine which party is responsible for the tenant's aircraft removal and storage on a continuing basis.
6. Shall employ trained personnel to meet all requirements for the storage of aircraft with appropriate equipment and on site during all aircraft operations.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.09 SASO – AIRCRAFT MANAGEMENT SERVICES

An aircraft management service SASO engages in the operational management of based aircraft for specific aircraft owners. Typically, an aircraft management service operator ensures or provides aircraft maintenance coordination, storage, dispatch, aircrew assignment, and ground servicing for these aircraft. An aircraft management service SASO may choose not to own or exclusively lease the aircraft to be managed and would therefore be prohibited from self-fueling such aircraft. Copies of management services agreements between the aircraft owner and the SASO must be furnished to the City.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide telephone availability.
4. Shall provide and have based upon its leasehold properly certificated and maintained aircraft.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers to carry out services as may be required to meet the Minimum Standards in a safe and efficient manner, and all pilots must hold current FAA commercial pilot certificates with appropriate ratings to permit the flight activity offered by the SASO. All flight crews shall be properly rated for the aircraft operated. The SASO shall provide reasonable assurance of the continued availability of qualified operating crews within

- a reasonable notice period.
6. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
 7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.10 SASO – SPECIALIZED COMMERCIAL FLYING SERVICES

A specialized commercial flying service SASO engages in air transportation for hire for the purpose of providing the use of aircraft for activities including, but not limited to the following:

1. Nonstop sightseeing flights that begin and end at the same airport within a 25-mile radius of the airport.
2. Crop-dusting, seeding, spraying, bird chasing, fish spotting, etc.
3. Banner towing and aerial advertising.
4. Aerial photography, mapping, or survey.
5. Aerial fire fighting.
6. Power line or pipeline patrol.
7. Airborne mineral exploration.
8. Aerial ambulance.
9. Any other operations specifically excluded from FAR Part 135.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including restroom and properly sized paved aircraft apron.
3. May provide properly lighted, air-conditioned, and heated office space.
4. Shall provide and have based on its premises, owned or leased by and under exclusive control of the SASO, a minimum of one airworthy aircraft, suitably equipped for, and meeting all the requirements of the FAA and applicable regulations of the State of Florida with respect to the type of operations to be performed.
5. Shall provide evidence of all applicable FAA and other government agency certificates for services being provided.
6. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot properly rated for the aircraft to be used and the type of operation to be performed.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. In the case of crop-dusting or aerial application, the SASO shall make suitable arrangements and have such space available in its leased area for the safe loading and unloading and storage and containment of noxious chemical materials and that it is properly licensed by the Florida Department of Agriculture for aerial application in the State of Florida.
8. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

NOTE: With prior permission of the City, some requirements above may be satisfied by a sublease of such space from an existing SASO or FBO or through an aeronautical operator agreement for existing

facilities, if available, from the City. See Section 1.07 regarding subleasing.

4.11 SASO – INDEPENDENT AERONAUTICAL OPERATOR

An independent aeronautical operator SASO requires the use of an aircraft to conduct its commercial aeronautical activity at FBMA, however, the independent aeronautical operator does not have commercial tenancy on FBMA. This SASO provides a single-service aeronautical activity on FBMA and may include, but is not limited to, sightseeing; flight instruction; aerial advertising; aerial photography, mapping, or survey; power line or pipeline patrol; firefighting or fire patrol; fish spotting; airborne mineral exploration; aerial ambulance; aircraft broker/dealer; aircraft rental; aircraft charter.

The City recognizes that certain commercial aeronautical operations do not always interface directly with the public and, therefore, do not necessarily require public facilities to satisfactorily conduct business. In some cases the only FBMA requirement is access to the airport or a tie down space since all other activities of the business are normally conducted off the airport. Such a provider must obtain an annual Airport Operating Permit from the City to conduct such business on FBMA. In no case shall a City owned t-hangar or bulk row storage hangar be used to operate a commercial operation on FBMA. However a properly permitted independent aeronautical operator SASO may use such hangar for aircraft storage only. An independent aeronautical operator SASO may also sublet from a FBO or SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial operation on FBMA. See Section 1.07 regarding subleasing.

A person holding a current FAA flight instructor certificate, who gives occasional flight instruction (does not advertise or proactively make available flight instruction) to an aircraft owner in the aircraft owner's aircraft, shall not be deemed a commercial aeronautical operator.

Minimum Standards:

1. Except as otherwise noted previously herein, this SASO shall have a permit or agreement with the City of Fernandina Beach for the privilege to operate their commercial aeronautical activity on FBMA. Such agreement is in addition to any possible subtenant status to another SASO or FBO.
2. Shall provide equipment and services required to meet the Minimum Standards as herein described elsewhere in Section 4 for the category of aeronautical activity the SASO is performing.
3. Shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except multiple uses can be made of all aircraft owned or under lease by the SASO.
4. Shall provide evidence of all applicable FAA or other government agency certificates for the services being provided.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.
6. For any SASO who do not post regular operating hours shall provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.12 SASO – INDEPENDENT SERVICE PROVIDER

An independent service provider SASO is a person or entity on FBMA that does not require an aircraft and does not operate from owned or leased property on FBMA. Examples of independent service

provider include but are not limited to: certified mechanics and inspectors, aircraft detailers, prop balancing, and oil recyclers.

The City recognizes that certain commercial aeronautical operations do not always interface directly with the public and, therefore, do not necessarily require public facilities to satisfactorily conduct business. In some cases the only FBMA requirement is access to the airport to conduct its commercial aeronautical business. Such a provider must obtain an annual Airport Operating Permit from the City to conduct such business upon FBMA. A properly permitted independent service provider may also sublet from a FBO or SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial operation on FBMA.

Minimum Standards:

1. Except as otherwise noted previously herein, this SASO shall have a permit or agreement with the City of Fernandina Beach for the privilege to operate their commercial activity on FBMA. Such agreement is in addition to any possible subtenant status to another SASO or FBO.
2. Shall provide evidence of all applicable FAA or other government agency certificates for the services being provided.
3. Shall provide sufficient qualified personnel necessary to meet the Minimum Standards for each aeronautical service provided. However, multiple responsibilities may be assigned to employees where feasible.
4. For any SASO who do not post regular operating hours shall provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
5. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.13 SASO – COMMERCIAL PARACHUTING AND SKYDIVING

A commercial parachuting and skydiving SASO engages in the transportation of persons for skydiving, instruction in skydiving, and rental and sales of skydiving equipment.

Minimum Standards

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, classroom or suitable accommodation for proper ground school instruction, storage, and public restroom. Also provide telephone availability. Also within the hangar or building should be an area for parachute rigging.
4. The commercial aeronautical operator shall meet or exceed the Basic Safety Requirements (BSR) of the United States Parachute Association (USPA), FAR Part 105 "Parachute Operations," and related FAA Advisory Circulars.
5. Shall provide suitable space equipped with adequate audio and visual aids for effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the type training offered.
6. Shall have available for skydiving, either owned or under written lease to the SASO, at least one properly certificated and equipped aircraft for skydiving.
7. Hours of operation will be at the discretion of the SASO but shall only be daylight hours.
8. Shall have in its employ or under contract and on duty as required during operating hours

- trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot properly rated for the aircraft to be used and the type of operation to be performed.
9. Shall have one appropriately rated jumpmaster.
 10. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
 11. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

4.14 FLYING CLUBS

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, flying clubs are permitted at FBMA but are subject to these Minimum Standards, the Airport Rules and Regulations, federal, state, and local laws and regulations, and other restrictions as may be set forth in an operating agreement. A flying club qualifies as an individual under the FAA grant assurances. As such, a flying club has the right to fuel and maintain the aircraft of its members. All flying clubs desiring to base their aircraft and operate on FBMA must comply with the applicable provisions of these standards and requirements. However, they shall be exempt from regular commercial aeronautical operator requirements upon satisfactory fulfillment of the following:

Minimum Standards:

1. Shall lease existing property or lease sufficient land area, as approved by the City, to provide all buildings, aircraft parking, paved ramp area, and parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet FBMA Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized aircraft apron. Apron shall have tie-down capability for all non-hangared aircraft capable of being tied down.
3. A flying club shall be a non-profit or not-for-profit entity (corporation, association, or partnership) organized for the express purpose of providing its members with one or more aircraft for their personal use and enjoyment only. The lease or ownership of the aircraft(s) must be vested in the name of the flying club, or owned on a pro rata basis by all of its members. The property rights of the members of the flying club shall be equal and no part of the net earnings of the flying club will inure to the benefit of any member in any form, such as salaries, bonuses, etc. The flying club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, and replacement of its aircraft, facilities, and overhead, if any.
4. Flying clubs may not offer or conduct charter and/or air taxi services, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members owning the aircraft, and only members of the flying club may operate the aircraft. Instruction may be given by a certified instructor member of the flying club or a SASO or FBO based on FBMA authorized to provide flight training. Any properly licensed mechanic who is a regular member of the flying club, or a SASO or a FBO based on FBMA authorized to provide maintenance, is permitted to perform maintenance on aircraft owned by the flying club.
5. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than to a member of such flying club, except that a flying club may sell or exchange its capital equipment for replacement.
6. The flying club shall furnish the Airport Manager a copy of its charter and by-laws, articles of incorporation, association, partnership agreement, or other documentation supporting its existence; evidence of the club's status as a nonprofit organization; roster or list of members,

including names of officers and directors, to be revised on an annual basis; evidence of insurance in the amounts determined by the City; number and type of aircraft; evidence that all aircraft are properly certificated; evidence that ownership of the aircraft to be used are vested in the club; and the operating rules of the club. The books and records of the club shall be available for review at any reasonable time by the City.

7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on FBMA.

Appendix A - Definitions

- **Aeronautical Activity** – Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

- **Agreement (or Lease)** – A written contract between the City of Fernandina Beach and an entity or person to occupy, use, and/or develop land and/or improvements and engage in aeronautical activity. Such contract shall recite the terms and conditions under which the activity will be conducted at the airport including, but not limited to, term of the agreement, rents, fees, and charges to be paid by the entity or person, and the rights and obligations of the respective parties.

- **Aircraft** – Any contrivance now known or hereafter invented, used, or designed for navigation of or flight in air. Examples of aircraft include, but are not limited to, airplane, glider, rotorcraft (helicopter or gyroplane), balloon, blimp, and ultralight.

- **Aircraft Maintenance** – The inspection, overhaul, repair, preservation, and the replacement of parts. Major repairs include major alterations to the airframe, power plant, and propeller as defined in 14 CFR Part 43 Maintenance, Preventive Maintenance, Rebuilding, and Alteration. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of aircraft and their accessories.

- **Airport** – All land within the legal boundaries of Fernandina Beach Municipal Airport, owned by the City of Fernandina Beach.

- **Airport Layout Plan (ALP)** – A drawing depicting the physical layout of the airport that identifies the location and configuration of runways, taxiways, buildings, hangars, roadways, utilities, nav aids, etc.

- **Airport Manager** – The individual appointed and authorized by the City of Fernandina Beach to administer and manage all operations of the airport and airport facilities.

- **Airport Operating Permit** – An administrative approval issued by the City of Fernandina Beach (normally not exceeding annually) to a person or entity to conduct an aeronautical or commercial aeronautical activity on the airport.

- **Airport Rules and Regulations** – Rules and Regulations of the airport, properly adopted by Resolution of the City Commission of the City of Fernandina Beach, as may be amended from time to time.

- **Apron (or Ramp)** – A defined area of an airport intended to accommodate aircraft for the purposes of loading and unloading passengers or cargo, refueling, parking, or maintenance.

- **City** – The City of Fernandina Beach, located in Nassau County, Florida

- **Commercial Aeronautical Activity** – An activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the airport and the purpose of such activity being to generate or secure earnings, income, compensation, services, goods, like-kind exchange, or profit of any kind, whether or not such results are accomplished.

- Commercial Aeronautical Operator – An entity engaging in an activity which involves, compliments, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished. A commercial aeronautical operator may be classified as either a Fixed Base Operator (FBO) or a Specialized Aviation Services Operation (SASO).
- Entity – A person, persons, firm, limited-liability company, corporation, partnership, unincorporated proprietorship, association, or group formed for the purpose of conducting the proposed activity.
- FAA (Federal Aviation Administration) – The federal agency within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.
- FAR (Federal Aviation Regulation) – The federal government rules and regulations governing aviation activity under Code of Federal Regulations – Title 14 Aeronautics and Space.
- Fixed Base Operator (FBO) – A commercial business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, and flight instruction, etc.
- Flight Training – Any primary use of an aircraft to increase or maintain pilot or crewmember proficiency, rather than the use of an aircraft as transportation between two different airports or other destinations. Flight training shall also include any portion of a flight between two airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.
- Fuel – Any petroleum product used for the purpose of providing propulsion to an aircraft.
- Lessee – An entity that has entered into an agreement with the City of Fernandina Beach to occupy, use, and/or develop land and/or improvements and engage in aeronautical or commercial aeronautical activities.
- Master Plan – An assembly of appropriate documents and drawings covering the development of the airport from a physical, economical, social, and political jurisdictional perspective and adopted by the City Commission, a copy of which is on file and available for inspection in the Airport Manager's office and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan is a part of the Master Plan.
- Minimum Standards for Commercial Activity (Minimum Standards) – The qualifications, criteria, and standards established by the City of Fernandina Beach as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the airport.
- Person – Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic or any other group acting as an entity, or combination of thereof; and further includes any trustee, receiver, committee, assignee, or other representative or employee thereof.
- Regulatory Measures – Federal, state, county, city, and airport laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, the FDOT, NFPA, Airport Minimum Standards, Airport Rules and Regulations, all as may be in existence, hereafter enacted, and amended from time to time.
- Repair Station – A certificated aircraft maintenance facility approved by the FAA to perform certain specific maintenance functions. These facilities are certificated under 14 CFR Part 145 "Repair Stations."
- Self-Service – Refers to the refueling, repair, preventative maintenance, towing, adjustment, cleaning, and/or other general services of any aircraft performed by the aircraft owner, or by such direct employee(s) of an aircraft owner with resources supplied by the aircraft owner.
- Shall (or will or must) – These words are always mandatory.
- Specialized Aviation Service Operation (SASO) – A commercial aeronautical entity that offers a single or limited service. These types of companies differ from a FBO in that they typically offer only a specialized aeronautical such as aircraft sales, flight training, aircraft maintenance, aircraft rental, or avionics services for example.
- Subcontract – A written agreement stating the terms and conditions under which a third party

Fernandina Beach Municipal Airport Minimum Standards

person renders aeronautical services or materials on the airport necessary for the performance of another contract at the airport.

- **Sublease** – A written agreement stating the terms and conditions under which a third party person leases space from a Lessee on the airport for the purpose of providing aeronautical services at the airport.
- **Through the Fence** – The right to have direct access to the airport from private property located contiguous to the airport whereby aircraft located on the private property has direct access to the airport's runway and taxiway system.

Appendix B – Insurance Requirements for Commercial Aeronautical Operators

Minimum Standard Insurance Requirements													Appendix B	
Category >>>	Fixed Base Operator	Aircraft Maintenance & Repair Services	Aircraft Component & Support Services	Flight Training	Aircraft Lease/Rental	Aircraft Charter & Air Taxi Services	Aircraft Sales (New and/or Used)	Aircraft Hangar Storage	Aircraft Management Services	Specialized Commercial Flying Services	Independent Aeronautical Operator	Independent Service Provider	Commercial Parachuting & Skydiving	Flying Club
Insurance Requirement v v v														
Airport Liability with Combined Single Limit (CSL) including Premise Liability NOTE 1	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$100,000/ \$300,000 NOTE 5	\$1,000,000	\$1,000,000
Aircraft Liability with Combined Single Limit (CSL) including Bodily Injury & Property Damage and per Passenger Sub-limits ≥\$100,000 NOTE 1	\$1,000,000	\$1,000,000 NOTE 2	\$1,000,000 NOTE 2	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 NOTE 2	\$1,000,000 NOTE 2	\$1,000,000	\$1,000,000		\$1,000,000	\$1,000,000
Hangar Keeper's Liability	\$1,000,000 per occurrence	\$500,000 per occurrence	\$500,000 per occurrence	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2		\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2
Comprehensive Business Auto Liability with Combined Single Limit (CSL) including Hired and Non-owned	\$1,000,000 per occurrence	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence	
Workers Compensation and Employers Liability	Statutory Limits as required by Florida law NOTE 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3
Pollution Liability with a Combined Single Limit (CSL)	\$1,000,000													
Student and Renter's Liability	If Applicable			YES	YES						If Applicable		YES NOTE 4	If Applicable

NOTE 1: Airport Liability (including Premises), Hangar Keeper's Liability, and Auto Liability can be covered as part of the Aircraft Liability Policy

NOTE 2: As applicable

NOTE 3: Employers Liability shall be not less than \$100,000 bodily injury by accident, \$100,000 bodily injury by disease, each employee and \$500,000 per occurrence

NOTE 4: Also include individual jumper liability insurance

NOTE 5: Insurance requirement is \$100,000 except for those providers that do actual maintenance on the aircraft which has a \$300,000 insurance requirement

EXHIBIT E

FERNANDINA BEACH MUNICIPAL AIRPORT

AIRPORT RULES AND REGULATIONS

Initial Adoption October 1, 1987

Amended July 17, 2007

Amended August 21, 2007

Amended September 2, 2008

Amended December 7, 2010

Prepared By:

City of Fernandina Beach

700 Airport Road

Fernandina Beach, Florida 32034

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Introduction

Fernandina Beach Municipal Airport (FBMA-FHB) is municipally owned and operated by the City of Fernandina Beach, Florida as a General Aviation Reliever Airport. These Airport Rules and Regulations (R&R) are intended to promote the health, safety, interest, and welfare of the public in general and in particular the operators, lessees, tenants, consumers, and users of FBMA, and to promote the safe, orderly, and efficient use of the Airport.

These R&R apply to all users, aeronautical and otherwise, of FBMA property, are not all-inclusive, and reinforce and emphasize federal, state, and local statutes, laws, ordinances, and regulations as well as leases and agreements that may apply (see Appendix A - References). In addition the content of Appendixes A and B attached hereto and made a part hereof shall be adhered to by all users of FBMA. In the event of a conflict between these R&R and a lease or other agreement, the lease or other agreement shall govern. Individual Airport users must adhere to the applicable provisions of these R&R and its attached Appendices, as well as any applicable leases and agreements, and all pertinent federal, state, and local statutes, laws, ordinances, and regulations that may be applicable to their operations.

Violations of the R&R may result in revocation of Airport access privileges, denial of use of the Airport, termination of leases or other agreements, and/or prosecution under applicable laws. Perpetration of violation(s) shall be considered as a factor in renewing or not renewing a violator's application or permit/lease renewal. Use of Airport property without approval or in conflict with these R&R is considered a trespass. Nothing in these R&R is intended to preclude any authorized City personnel from taking other action authorized by law. Section 6 of these R&R provides an appeal process to be followed in the event a user of the Airport is aggrieved by the interpretation and application of the R&R.

These R&R may be amended as required, however, every three years an updated revision should be published.

Section 1 – General

1.01 COMPLIANCE AND RESPONSIBILITIES:

- a. By publication of these R&R, all persons based at FBMA will be deemed to have knowledge of the contents herein. Copies of these R&R will be distributed to all tenants and leaseholders, posted at the Airport, and available through the Airport Manager's office.
- b. Entry upon/into the Airport by any person shall be deemed to constitute an agreement by such person to comply with and be governed by these R&R. All persons employed on or using the Airport shall cooperate with the Airport Manager or his designated representatives to enforce these R&R.
- c. Airport tenants/leaseholders shall be responsible for compliance with all requirements of these R&R applicable to them for their exclusive areas and they shall be held liable for any fines, penalties, or other monetary assessments imposed upon the City by any agency having jurisdiction with respect to any violations involving these areas. Any user, who by their intentional or unintentional action or activity, cause the City to be fined, cited, sued, or charged unnecessary fees/fines, will be responsible for reimbursement of said fines/fees upon demand to the City.
- d. Any permission granted by the Airport Manager or the City under these R&R is conditioned upon the payment of any and all applicable fees and charges established by the City.
- e. Voiding of any particular rule or regulation contained herein shall not affect the validity of the remainder of these regulations.

1.02 EMERGENCY PROCEDURES AND DIRECTIVES:

- a. Under emergency conditions, e.g., a natural disaster, the Airport Manager, or designated representative, is empowered to suspend these R&R, or any part thereof, including ordering persons to leave the Airport or portions of the Airport and prevent access to such areas for such time as may be necessary, and to issue such directives and take such actions as is necessary to protect life and property and ensure the safe operation of the Airport. Such directives and actions have the full power of regulation as long as the emergency exists.
- b. In the event of an extreme threat, condition, or event the Airport Manager shall have, in his discretion, the authority to close the Airport in its entirety or any portion thereof to air traffic, to prohibit aircraft landing and/or taking off, and may delay or restrict any flight or other aircraft operation.
- c. The Airport Manager may also, in his discretion, temporarily close the Airport due to periods of adverse climatic conditions when such action is considered necessary and desirable to avoid endangering persons or property.
- d. Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage incurred by any operator, lessee, or any other entity.

1.03 LIABILITY:

- a. The City shall not be responsible for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, strikes, war, acts of terrorism, or act of God, nor shall the City be liable for injury to persons while on the Airport.
- b. The City, City Commission, Airport, and the Airport Manager, individually and collectively, and their representatives, officers, employees, agents, and volunteers shall be held harmless and shall not be liable for loss, loss of use, damage, or injury to persons or property arising out of any accident, incident, or mishap of any nature whatsoever, or from any cause whatsoever to any individual, aircraft or property occurring on or from the Airport or in the use of any facility situated on Airport property.

1.04 FACILITIES AND PROPERTY:

- a. Operational deficiencies regarding buildings, structures, equipment, utilities, or other property owned by the City shall be reported to the Airport Manager so that repairs, as necessary, may be made in a timely manner.
- b. No person shall alter, add to, or erect any building or sign on the Airport or make any excavation on the Airport without prior written approval of the City.
- c. Any person causing, or responsible for damage to or destruction of Airport property of any kind, including facilities, equipment, real property, fixtures or appurtenances, shall be required to pay the City for the full amount of said damage. Any such damage shall be immediately reported to the Airport Manager.

1.05 OTHER LAWS:

All applicable provisions of Federal Aviation Regulations (FAR), federal, state, and local regulations, laws, statutes, and/or ordinances now in existence or hereafter promulgated are hereby adopted as part of the R&R for FBMA.

1.06 USE AND ENJOYMENT OF AIRPORT PREMISES:

- a. All FBMA users are required to abide by applicable federal, state, and local statutes and ordinances regarding personal conduct on Airport property.
- b. Any person who causes injury to any person or damages equipment or property on the Airport shall be liable for such injuries and/or damages.
- c. All commercial activities shall be conducted in accordance with the FBMA Minimum Standards for Commercial Activities (Minimum Standards).

- d. No person may throw, shoot, or propel any object nor shine a light or laser in such a manner as to interfere with or endanger the safe operation of any aircraft taking off from, landing at, or operating on the Airport or any vehicle operating on the Airport.

1.07 ENTRY UPON AND USE OF AIRPORT:

- a. Entry into FBMA property shall be through designated gates.
- b. All FBMA users shall observe and obey all posted signs, fences, and barricades regarding activities and demeanor while on the Airport.
- c. Use of any FBMA facility for other than authorized purposes is prohibited.
- d. Nothing herein contained shall be construed to limit the use of any area of the Airport by its employees, approved contractors, or to prevent law enforcement or fire department personnel from acting in their official capacity.
- e. No person, except representatives of the press on duty or during official announcements, shall take still, motion, or sound pictures for commercial purposes on non-leasehold Airport property without first obtaining written permission of the Airport Manager.
- f. No camping is permitted on FBMA without written permission of the Airport Manager.

1.08 ACCESS TO THE AIRPORT OPERATIONS AREA:

- a. No person may, without authorization of the Airport Manager, enter the FBMA Airport Operations Area (AOA) except:
 - 1. Persons under the direct supervision of a tenant or leaseholder
 - 2. Persons or entities and their employees performing aeronautical activities
 - 3. Passengers, under appropriate supervision, who enter for the purpose of enplaning or deplaning an aircraft
 - 4. Visitors to Fixed Base Operations (FBO)
 - 5. Emergency vehicles
- b. Except for entry/exit, all ground vehicle gates will be secured. Vehicle operators using an Airport perimeter gate shall ensure the gate closes prior to leaving the vicinity; additionally, should a vehicle operator observe any suspicious vehicles or persons gain (or attempt to gain) access to the airside, they shall notify law enforcement immediately.
- c. Persons who have been provided an Airport access device or access code for the purpose of obtaining access to the AOA shall use only Airport issued devices and shall not duplicate or otherwise distribute or disseminate the same to any other person unless the Airport Manager provides written permission.
- d. No person shall walk or drive on taxiways or runways without written authorization from the Airport Manager.
- e. It shall be the responsibility of a tenant, lessee, or contractor to restrict persons or vehicles to their exclusive use area or leasehold and to establish operating procedures for them, reviewed by the Airport Manager for appropriateness.
- f. No one under 16 years of age will be allowed to enter the AOA except under the direct supervision of an adult or unless visiting an FBO.
- g. No person shall assist an unauthorized individual in accessing the AOA.

1.09 ANIMALS:

- a. Animals, including service animals, are permitted on Airport property only when under the control of their owners/handlers; any waste must be properly collected and removed by the animal's owner/handler
- b. No person shall commit any act to encourage the congregation of birds or other animals on the Airport.

1.10 CARGO, MATERIAL STORAGE, AND ABANDONED PROPERTY:

- a. Unless otherwise provided for by lease or other contractual agreement, no person, firm, partnership, or corporation, shall use any area of the Airport, including buildings, either

- privately owned or publicly owned, for the storage of non-aeronautical related cargo, equipment, or any other property without written permission of the Airport Manager.
- b. Any property, aircraft, or vehicle, determined by the Airport Manager to be abandoned, disabled, or which creates an operations problem, nuisance, security or safety hazard, or which otherwise is placed in an illegal, improper, or unauthorized manner, will be removed, stored, and/or disposed of at the owner's expense. The City shall not be liable for any damage to the property or loss or diminution of value that may be caused by the act of removal.

1.11 FIREARMS AND WEAPONS:

Firearms are allowed on FBMA only as permitted by state and federal statutes.

1.12 ADVERTISING, COMMERCIAL SPEECH, AND SIGNAGE:

- a. No person shall post, circulate, distribute, or display written or printed materials or signs on Airport property or facilities or on motor vehicles and aircraft without prior written permission from the Airport Manager. However persons approved to be on Airport property may use vehicles on Airport property that display advertising, pictures, or written material.
- b. Airport entry signage or signage in public areas of the Airport must meet specifications of City codes and be approved by the Airport Manager.

Section 2 – Aeronautical Operations

2.01 COMPLIANCE WITH ORDERS:

All aeronautical activities at FBMA shall be conducted in compliance with applicable FARs, federal and Florida statutes, and local ordinances, these Rules and Regulations, Minimum Standards, and directives/resolutions, as currently written or as may be amended from time to time.

2.02 HOLD HARMLESS:

The aircraft owner, pilot, agent, or his or her duly authorized representative agrees to release, discharge and hold harmless the City, its City Commission, the Airport, and its employees of and from liability for any damage which may be suffered by any aircraft and its equipment, and for personal injury or death. The use of the AOA and related facilities shall constitute acceptance of the terms of this provision, these R&R and other Airport procedures and operating directives.

2.03 NEGLIGENT OPERATIONS PROHIBITED:

- a. Aircraft operators shall not land; take off; taxi; or park an aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the aircraft. It shall be the aircraft owner's responsibility to repair any damage to the Airport's runways, taxiways, or aprons caused by excessive aircraft weight loading.
- b. No person shall operate any equipment or device on the Airport that will interfere with any aircraft radio communication frequency or any aircraft navigational aid.

2.04 AIRCRAFT ACCIDENTS/INCIDENTS, AIRWORTHY, DISABLED, AND DERELICT AIRCRAFT:

- a. The owner or operator of any aircraft involved in an accident or incident on the Airport, resulting in any injury or death or damage to property shall immediately notify the appropriate emergency response agencies, the Airport Manager, and other governmental agencies as applicable.
- b. The pilot or owner of an aircraft involved in an accident or incident shall be responsible for all costs associated with the accident or incident, including but not limited to, wreckage removal/disposal, environmental clean up, and repair or replacement of property.
- c. Disabled aircraft shall be removed from runways and/or taxiways as quickly as practicable.

- d. Disabled and derelict aircraft shall not be permitted on the tie-down or ramp areas unless in response to an emergency and with written approval of the Airport Manager.
- e. If the owner of an aircraft fails for any reason to remove a disabled or derelict aircraft from the Airport property as may be requested, the Airport Manager may cause the removal and storage or disposal of such disabled or derelict aircraft at the sole expense of the owner.

2.05 AIRPORT OPERATIONAL AREA RESTRICTIONS:

- a. Unless contrary to federal regulations and/or grant assurances, the City shall have the authority to designate or restrict the use of runways or other operational areas at the Airport with respect to, but not limited to, the following:
 - 1. Experimental Flights (Advance notification to Airport Manager of first flight);
 - 2. Equipment Demonstration;
 - 3. Air Shows;
 - 4. Parachute Operations;
 - 5. Banner Towing Operations (Permit required);
 - 6. Aircraft Type.
- b. No kites, model airplanes, rockets, tethered unmanned balloons, or other objects constituting a hazard to aircraft operations shall be operated on the Airport.

2.06 AIRCRAFT PARKING:

- a. No person shall use any area of the Airport for parking and/or storage of aircraft unless otherwise provided for in a lease or other agreement without the written permission of the Airport Manager. If any person uses unauthorized areas for aircraft parking, the aircraft may be removed by or at the direction of City, at the risk and expense of the owner, without liability for damage that may arise from or out of such removal or storage.
- b. No person shall leave an aircraft parked and unattended on the Airport unless it is in a hangar or properly locked and secured with either wheel chocks and/or tie-down ropes. Owners of such aircraft shall be held responsible for any damage resulting from failure to properly comply with this provision.
- c. Articles left in aircraft are the sole responsibility of the aircraft owner/operator. The City is not responsible for theft or vandalism of said articles.

2.07 STARTING AND RUNNING AIRCRAFT ENGINES:

- a. No aircraft engine will be started or operated inside or taxied from/into any hangar or under the roofline of a hangar, whether said hangar is enclosed or not. This shall not be construed as prohibiting the use of tractors, with National Fire Protection Association (NFPA) approved exhaust systems, when moving aircraft within any hangar.
- b. Starting an aircraft when there is any flammable liquid on the ground in the immediate vicinity is prohibited.
- c. No person may run an engine of an aircraft parked on the Airport in a manner that propeller or jet blast could cause injury to persons, damage to any other property, or in any way hinder the safe operation of the Airport. In no case will the operator of an aircraft block any runway, taxiway, or taxi lane while conducting any maintenance/repair run-up.
- d. No full power aircraft engine run-ups are authorized between 2200 and 0700 hours local for maintenance purposes without written approval of the Airport Manager.

2.08 AIRCRAFT OPERATIONS:

- a. All aircraft operations shall be conducted in accordance with published FARs.
- b. Aircraft operators will familiarize themselves with published local noise abatement guidelines.

2.09 REPAIRING AND MAINTAINING AIRCRAFT:

- a. Aircraft owners, under self-maintenance operations, are permitted to fuel, wash, repair, or otherwise service their owned based aircraft utilizing their own equipment and their own employees, as outlined in FAR Part 43 "Maintenance, Preventative Maintenance, Rebuilding and Alteration" and/or as identified in provisions of written agreement.
- b. Aircraft maintenance or repair is permitted only on paved areas of the Airport.
- c. No aircraft or aircraft component shall be suspended or lifted utilizing the building or any component of the building.

Section 3 – Fire, Safety and Environment

3.01 GENERAL:

- a. All persons using the Airport shall exercise the utmost care to guard against fire and injury to persons and property.
- b. All activities at FBMA shall comply with applicable state, local, and National Fire Protection Association (NFPA) codes and standards now in existence or hereafter promulgated and not in conflict with FARs. All applicable codes, standards, and recommended practices are hereby adopted by reference as part of the R&R of the Airport. In the event of conflict, Florida Statute 633 and NFPA codes and/or FARs shall prevail.
- c. Any fire causing damage, regardless of the size of the fire or whether or not the fire has been extinguished, shall be reported immediately to the Fernandina Beach Fire Department as well as the Airport Manager.

3.02 SMOKING:

Smoking or carrying lighted smoking materials or striking matches or other incendiary devices, such as lighters, are not permitted:

- a. Within 50 feet of parked aircraft and fuel carriers not in motion; within 100 feet of aircraft being fueled or de-fueled, a fuel storage facility, or a flammable liquid spill;
- b. In any area on the Airport where smoking is prohibited by the City or leaseholder by means of posted signs;
- c. In any hangar, shop, or other building in which flammable liquids are stored or used, except in cases where specifically approved smoking areas have been designated for that purpose.

3.03 FIRE EXTINGUISHERS:

- a. All tenants or lessees of hangars, aircraft maintenance buildings or shop facilities shall maintain a minimum of one readily accessible, operable fire extinguisher that shall conform to applicable NFPA standards. Current inspection tags shall be left attached to each unit.
- b. No person shall tamper with any fire extinguisher equipment at the Airport or use the same for any purpose other than fire fighting or fire prevention.

3.04 OPEN FLAME OPERATIONS:

- a. The use of any equipment employing open flames or sparks within any aircraft storage area is prohibited. This excludes open flames utilized by lessees and tenants in the performance of aircraft maintenance approved by agreement.
- b. Lead and carbon burning, fusion gas and electric welding, blow-torch work, engine testing, and all operations involving open flames shall be restricted to the repair shops. During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section.

3.05 STORAGE OF MATERIALS:

- a. No operator, tenant, or lessee on the Airport shall keep, store, stack, box, bag, or stock material or equipment in such a manner as to constitute a hazard to persons or property, obstructing any operation, littering, or in such a manner as to create any unsightly appearance.
- b. Storage of materials or equipment except for hoses attached to water spigots shall not be permitted outside buildings or hangars unless under approved sheds, within designated storage areas, or in designated parking areas.

3.06 HAZARDOUS WASTE AND MATERIALS:

- a. No person shall store, keep, handle, use, disperse, discharge, or transport at, in, or upon the Airport any hazardous materials in contravention of any regulatory measures.
- b. No more than five gallons of fuel in a container shall be stored in any building or structure on the Airport at any time. An approved fuel container shall be used at all times.
- c. All empty oil, paint, and varnish cans, bottles, or other containers shall be removed from the Airport in a timely manner and shall not remain on the floor, wall stringers, or overhead storage areas of the hangars, offices, shops, or other buildings and only those hazardous materials used in the maintenance of aircraft, engines, and components may be stored and utilized on the Airport.
- d. No person shall use volatile or flammable substances for cleaning hangar floors, hangars or other buildings on the Airport. Cleaning agents shall meet all federal, state, and local codes, regulations, and permit requirements.
- e. All persons on the Airport shall keep all premises, including floors, leased, or used by them, clean and clear of accumulation of oil, grease, and other flammable material and free of rags, waste materials, or other trash or rubbish or accumulated debris.
- f. Gasoline, oil, and solvent drums or receptacles shall not be stored within aircraft and/or vehicle operating areas nor be in excess of that required as current stock. Such materials shall be kept enclosed and covered in clearly marked and labeled housing.
- g. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit or suffer the Airport to be occupied or used in a manner offensive or objectionable to other users by reason of noise, odors, and/or vibrations, or interfere in any way with other occupants or those having business therein.
- h. No volatile substances such as fuels, grease, oil, dopes, acid, flammable liquids, solvents and other cleaning fluids, paints and contaminants of any kind, may be stored inside t-hangars, bulk hangar facilities, or other leased property from the City used for storage of aircraft unless included as part of a rental agreement or lease.
- i. All petroleum products, dopes, paints, solvents, acids, or any other hazardous waste shall be disposed of off the Airport and in compliance with all applicable regulatory measures and shall not be dumped or run into drains, on ramp aprons, catch basins, ditches, sewer systems, storm drains, or elsewhere on the Airport.
- j. No person shall store, keep, handle, use, dispose of, or transport at, in, or upon the Airport any Class A, Class B, or Class C explosives or Class A poison, as defined in the Federal Motor Carrier Safety Administration regulation for transportation of explosives and other dangerous articles, and other poisonous substances, solid, liquid, or gas, compressed gas, and/or radioactive article, substance, or material at such time or place or in such manner or condition that may, or may be likely, to unreasonably endanger persons or property.
- k. Cleaning of aircraft parts and other equipment shall preferably be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100⁰ F shall be used and special precautions shall be taken to eliminate ignition sources in compliance with good practice recommendations of the NFPA.

3.07 DOPING, SPRAY PAINTING, AND PAINT STRIPPING:

- a. No paint, varnish, or lacquer spraying of aircraft or motor vehicles is permitted inside any building or hangar on the Airport unless such facility was properly designed and constructed for such activity. Hand-held aerosol containers or a small air compressor powered automotive type touch up spray gun not to exceed 7 oz. capacity may be permitted for paint touchup, used outside and in a no wind situation, with the specific written approval of the Airport Manager.
- b. The use of “dope”, cellulose, nitrate, or cellulose acetate dissolved in volatile flammable solvents, within any hangar is prohibited.

3.08 SANITATION AND ENVIRONMENTAL POLLUTION:

- a. Each person while on Airport property shall conduct his/her activities so as to not cause litter, environmental pollution, or unsanitary conditions.
- b. No person shall unnecessarily or unreasonably or in violation of law, cause any smoke, dust, fumes, gaseous matter, or particulates to be emitted into the atmosphere or be carried by the atmosphere. Exceptions include normal emissions from internal combustion engines, jet engines, smoke from cigarettes, cigars, or pipes, or aircraft maintenance activities.
- c. Aircraft may not be washed with running water in hangars.
- d. Any person who experiences overflow or spillage of oil, grease, fuel, or similar contaminants anywhere on the Airport is responsible and shall take appropriate action in the control, containment, clean up, disposal, and rehabilitation of such hazardous spill. Failure to take appropriate action to clean the area shall result in the City providing the cleanup at the expense of the responsible party. If the responsibility for the spill cannot be promptly determined, the leaseholder will be held responsible for the clean up.
- e. Spills, such as, jet fuel, gasoline, fuel oil, hydraulic oil, motor oil, turbine oil, alcohol, glycol, and all similar chemicals that could be considered hazardous, that covers over 10 feet in any direction or is over 50 square feet in area, continues to flow or is otherwise a hazard to persons or property require notification to the Fernandina Beach Fire Department as well as to the Airport Manager. The spill shall be investigated to determine the cause, to determine whether emergency procedures were properly carried out, and to determine the necessary corrective measures.
- f. In the event of spillage, fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fireguard shall be promptly posted to the spill area.
- g. No garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or other litter of any kind shall be placed, discharged, or deposited on the Airport, including cigarettes, cigars, and matches, except in receptacles specifically provided for such purpose.
- h. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or other litter of any kind is prohibited. With prior written permission of the Airport Manager, Fire Department personnel may engage in training exercises that require controlled burning.
- i. Any person discarding chemicals, paints, oils, batteries, or any products, which may not be discarded in a routine manner, will adhere to all applicable federal, state, and local laws and regulations.
- j. No fuel, grease, oil, dopes, paints, solvents, acid, flammable liquids, or contaminants of any kind shall be allowed to flow into or be placed in any Airport sanitary sewer system or storm drain system.
- k. No person shall dispose of any fill or building, discarded, or waste materials on Airport property except as approved in writing by the Airport Manager and appropriate City authorities.

3.09 ELECTRICAL EQUIPMENT AND LIGHTING SYSTEM:

- a. Extension lights and all portable and mobile lighting equipment used in and around aircraft hangars, shops, buildings, and other areas on or near combustible materials shall be explosion proof and meet NFPA standards. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.
- b. All power operated equipment or electrical devices including hangar interior lights shall be shut off when not in use.
- c. A low current, constant current/constant voltage, or demand type battery charger with a maximum short term output charge rate exceeding seven amps, or a continuous trickle charge rate exceeding two amps, may not be used when an aircraft is located inside or partially inside a hangar.

3.10 HEATING EQUIPMENT:

- a. All heating equipment and fuel burning appliances installed or used on FBMA shall comply with the requirements of the State of Florida and the Florida Fire Prevention Code.
- b. Space heaters may be utilized when attended in hangars so long as the heater has a clear radius of 10 feet from aircraft, or any other object, and fire prevention/safety measures are observed.

Section 4 – Fueling Operations

4.01 GENERAL:

- a. All fuel handled on the Airport shall be treated with due caution and prudent attention with regard to the rights and safety of others so as not to endanger, or likely to endanger, persons or property.
- b. All aircraft fueling operations, including self-fueling, shall be in accordance with NFPA 407 “Standards for Aircraft Fuel Servicing.”
- c. No aircraft shall be fueled or drained of fuel while within the confines of any building, hangar, or enclosed space.
- d. Fueling of aircraft is allowed only on paved surfaces.
- e. In accordance with FAA Order 5190.6B “Airports Compliance Handbook,” any person self-fueling with their own equipment requires authorization and permit from the Airport Manager confirming compliance with all orders, procedures, standards, and these R&R regarding fueling operations.
- f. Airport tenants involved in fueling operations, including those self-fueling, shall maintain an adequate supply of fuel absorbent materials readily available for use in the event of a fuel spill.
- g. No person shall engage in aircraft fueling or de-fueling without readily accessible, adequate, operational fire extinguishing equipment at the point of fueling.
- h. Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 25 feet from any terminal building, hangar, or service building.
- i. During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within 100 feet of such aircraft or vehicle.
- j. No aircraft shall be fueled or de-fueled while passengers are on board unless a passenger boarding device is in place at the cabin door of the aircraft, the door is open, and a flight crew member or ground person is at or near the cabin door.
- k. Fueling or de-fueling operations on the Airport shall not be conducted during periods of dangerous thunderstorm activity or if an electrical storm is observed within three statute miles of the Airport.
- l. Should a fire occur during the fueling of an aircraft, fueling shall be discontinued, all emergency valves and dome covers shall be shut down, and the Fire Department notified immediately.

- m. Any malfunction or irregularity detected on or within the aircraft being refueled or de-fueled shall be brought to the attention of the fueling operator immediately.

4.02 ENGINE OPERATIONS:

- a. No aircraft shall be fueled or de-fueled while one or more of its engines are running or is being warmed by external heat.
- b. No person shall start the engine of an aircraft on the Airport if there is any gasoline or other volatile fluid on the ground within the vicinity of the aircraft.
- c. Combustion heaters on aircraft e.g., wing & tail surface heaters, integral cabin heaters, shall not be operated during fueling operations.

4.03 STATIC BONDING:

- a. Each hose, funnel, or apparatus used in fueling or de-fueling aircraft, including self-fueling, shall be maintained in good condition and be properly bonded.
- b. A conductive funnel shall be used to reduce the chance of spillage during fueling operations, when a hose with an approved nozzle is unavailable. When a funnel is used, it shall be kept in contact with the filler neck as well as the fueling nozzle spout during fueling operations.

4.04 LIABILITY:

- a. The fueling operator, tenant, or lessee shall be solely responsible for any violation incident to or in connection with fueling, storage facilities, equipment, operations, and training. The City assumes no liability or responsibility for violations of any applicable fueling requirements and procedures.
- b. The operator, tenant, or lessee shall reimburse the Airport for any fines, legal, or court costs, incurred by FBMA for such violations.

Section 5 – Motor Vehicles

5.01 GENERAL:

- a. All motor vehicles and their operators on the Airport shall comply fully with the State of Florida motor vehicle laws as amended, these R&R, and instructions issued by law enforcement personnel.
- b. Unless otherwise provided herein, the City shall have the authority to establish regulations regarding motor vehicle traffic and control on FBMA.
- c. The Airport Manager may tow, remove, or cause to be removed from the Airport any vehicle that is disabled, abandoned, and/or parked in violation of these R&R at the vehicle operator's risk and expense and without liability for damage that may result from such removal if the vehicle creates a safety hazard or interferes with Airport operations.
- d. Any person causing death or injury on the Airport or damage to Airport property as a result of a motor vehicle accident or incident shall report the accident or incident immediately to the Fernandina Beach Police Department as well as the Airport Manager. Such persons shall be responsible to the City for any damages to City property.
- e. Use of all-terrain vehicles, mini-bikes, go-carts, roller blades, roller skates, skateboards is not permitted on the Airport.
- f. Use of bicycles for transportation between buildings is permitted within hangar areas.

5.02 LICENSING AND INSURANCE:

- a. No person shall operate a motor vehicle or motorized ground equipment on the Airport without a valid operator's license appropriate for the vehicle being operated.
- b. All vehicles entering Airport property are required to have at least the minimum amount of insurance as required by State of Florida statutes.

5.03 VEHICLE OPERATIONS WITHIN AIRPORT OPERATIONS AREA:

- a. No person shall operate a motor vehicle of any kind on the Airport in a reckless manner, or in excess of the posted speed limit.
- b. Speed limits shall not exceed 10 mph on ramps, aprons, in aircraft parking or hangar areas, and other areas of the AOA unless posted.
- c. All motor vehicles on the Airport shall be operated on roadways or paved surfaces when traveling to/from/between aircraft parking areas, hangar areas, and tenant facilities.
- d. No motor vehicle shall be permitted on any portion of the AOA unless the Airport Manager has granted specific written permission to such vehicle's operator and such vehicle is utilized for, or in conjunction with, aeronautical activities.
- e. Pedestrians, aircraft, and emergency vehicles shall at all times have right of way over vehicular traffic.
- f. No person shall operate a motor vehicle in any hangar that is occupied by an aircraft on the Airport unless its exhaust is protected by screens and baffles pursuant to NFPA guidelines.
- g. No person shall park motorized ground equipment near any aircraft in such manner so as to prevent it or the other ground equipment from being readily driven or towed away from the aircraft in case of emergency.
- h. No vehicle used for hauling trash, dirt, or any other materials shall be operated on the Airport unless such vehicle is constructed so as to prevent the contents from dropping, sifting, leaking, or otherwise escaping there from.

5.04 VEHICLES CROSSING TAXIWAYS AND RUNWAYS:

- a. All motor vehicles operating on or across taxiways or runways shall have a functioning two-way radio (capable of communicating on UNICOM) and an operating yellow rotating flashing beacon, except when under escort by a motor vehicle properly authorized and equipped. During an emergency, blue/red flashing lights are acceptable for law enforcement and fire and rescue vehicles.
- b. The installation of two-way radio and/or flashing beacon shall not be construed as license to operate a motor vehicle on the taxiways or runways without prior written permission of the Airport Manager.
- c. Motor vehicles permitted to operate on the Airport will not proceed closer than 250 feet from the centerline of the runways nor across any of the runways prior to visually clearing for aircraft taking off or landing.
- d. When parking adjacent to a runway, all motor vehicles must park at least 250 feet to the outside of the runway lights. Exceptions include operational, agricultural, and maintenance equipment engaged in working on runways.
- e. Construction-related motor vehicles required to enter or work within the AOA, will be marked with an approved orange and white-checkered flag for daytime operations or a yellow beacon for nighttime operations. Non two-way radio capable construction vehicles shall be escorted at all times while within the AOA by an Airport authorized vehicle or flagman equipped with two-way radio.

5.05 PARKING:

- a. Short-term (less than 24 hours) motor vehicle parking is available only in the unpaved vehicle parking lot on Airport Road. Long-term (more than 24 hours up to 30 days) parking may be permitted in the paved vehicle parking lot on Airport Road. Any ground vehicle improperly parked in the short term or long term public parking areas without written approval of the Airport Manager may be removed at the owner's expense.
- b. No person may park in such a manner to obstruct a parking lot lane, driveway, roadway, Airport access gate, walkway, crosswalk, fire lane, runway, taxiway, taxi lane, and/or obstruct access to hangars, parked aircraft, and/or parked vehicles or create a hazard nor in a manner, which could interfere with, or create a hazard for aircraft operations.

- c. No person shall use any public parking area to temporarily or permanently store any type of motor vehicle.
- d. Boats, jet skis, snowmobiles, dune buggies, any cars including race cars and antique cars, recreational vehicles, trailers, and like equipment may not be permanently parked or stored on FBMA, including within hangars, unless permitted by written agreement or with written permission of the Airport Manager.
- e. Attended vehicles shall be parked parallel to the t-hangar. One vehicle only may be parked inside a t-hangar when hangar is empty and aircraft is not on the Airport. Additional motor vehicles shall park in long-term parking or other designated areas.
- f. Bulk hangar tenants shall park their motor vehicles in designated areas at their hangar.

5.06 REPAIR OF VEHICLES:

No person shall clean or make any repairs to motor vehicles anywhere on the Airport; except as may be approved by the Airport Manager for minor repairs.

Section 6 – Conflict Resolution Process

6.01 VIOLATIONS:

The Airport Manager may issue verbal or written violation notices to any tenant or operator and agents or employees who, in his discretion, violates any part of these R&R.

6.02 APPEAL PROCESS:

- a. Anyone issued a written notice of violation who wishes to contest such issuance shall have ten (10) calendar days from such notice to provide a written statement to the Airport Manager explaining the occurrence and providing any other information or explanation concerning the alleged violation(s). The Airport Manager has ten (10) calendar days to respond to any request for review based upon information received from the alleged violator and, if applicable, may revise, amend, or rescind his original violation notice. However, should the Airport Manager, in his discretion, conclude that the alleged violation(s) poses a threat to the safety, health, and welfare of others, may temporarily revoke the violator's Airport privileges and/or temporarily suspend the Airport operations of the violator pending completion of such appeal.
- b. An alleged violator may file a written request of appeal to the City Manager within ten (10) calendar days of the Airport Manager's written decision. The City Manager, along with the City Attorney, and an appointee of the City Manager, who shall be a Department Director but not the Airport Manager, shall schedule a meeting to review and hear an appeal from the Airport Manager's decision. The Committee shall hear the appeal and have thirty (30) calendar days to issue a written opinion which shall be final and binding on the alleged violator.

Appendix A

REFERENCES

Code of Federal Regulations – Title 14 Aeronautics and Space – All Chapters, Current Edition
(commonly called Federal Aviation Regulations – FARs)

Code of Federal Regulations – Title 49 Transportation – Current Edition

Aeronautical Information Manual (AIM) - Current Edition

Chapters 1-10, Appendix 3 Abbreviations/Acronyms, Pilot/Controller Glossary

FAA Order 5190.6B – Airport Compliance Handbook

City of Fernandina Beach Code of Ordinances

Nassau County Code of Laws and Ordinances

State of Florida Statutes as applicable including:

Chapter 163 – Intergovernmental Programs

Chapters 329-333 – Aviation

Chapter 633 – Fire Prevention and Control

National Fire Prevention Association Codes as applicable including:

NFPA Code 403 – Standard for Aircraft Rescue and Firefighting Services at Airports

NFPA Code 407 – Standard for Aircraft Fuel Servicing

NFPA Code 409 – Standard on Aircraft Hangars

NFPA Code 410 – Standard on Aircraft Maintenance

NFPA Code 30 – Flammable and Combustible Liquids Code

State of Florida Administrative Code as applicable including:

Department 9 – Department of Community Affairs

Department 14 – Department of Transportation

Department 17 – Department of Environmental Regulation

Department 62 – Department of Environmental Protection

Fernandina Beach Municipal Airport Minimum Standards for Commercial Activities

Fernandina Beach Municipal Airport Noise Abatement Procedures

Aircraft Owners and Pilots Association (AOPA) - AOPA WATCH

Florida Department of Environmental Protection

State of Florida Aviation System Plan

State of Florida Department of Transportation, “Florida (Aviation) Guidelines”

Navy Helicopter Operations MOU

Local Operations MOUs

Appendix B

DEFINITIONS

The terms below shall have the following definitions for purposes of these R&R. All other terms not defined below and related to aeronautical practices, processes, and equipment shall be construed according to their general usage in the aviation industry.

- **Aeronautical Activity** – Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

- **Agency** – Any federal, state, or local government entity, unit, agency, organization, or authority.

- **Agreement (or Lease or Hangar Rental Agreement)** – A written contract between the City of Fernandina Beach and an entity or person to occupy, use, and/or develop land and/or improvements and engage in aeronautical activity. Such contract shall recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the agreement, rents, fees, and charges to be paid by the entity or person, and the rights and obligations of the respective parties.

- **Aircraft** – Any contrivance now known or hereafter invented, used, or designed for navigation of or flight in air. Examples of aircraft include, but are not limited to, airplane, glider, rotorcraft, helicopter or gyroplane, balloon, blimp, and ultralight.

- **Airport** – All land within the legal boundaries of Fernandina Beach Municipal Airport, owned by the City of Fernandina Beach.

- **Airport Manager** – The individual appointed and authorized by the City of Fernandina Beach to administer and manage all operations of the Airport and Airport facilities.

- **Airport Rules and Regulations** – Rules and Regulations of the Airport, properly adopted by Resolution of the City Commission of the City of Fernandina Beach, as may be amended from time to time.

- **Airport Tenant (Tenant)** – Any person or entity based on the property of the Airport possessing an approved lease or agreement with the City; any person or entity with a sublease agreement with an entity based on the Airport possessing a lease or agreement with the City.

- **AOA (Airport Operations Area)** – The area of the Airport situated within the perimeter fence line, which is used primarily for aircraft parking, taxiing, refueling, landing, takeoff, or surface maneuvering.

- **Apron (or Ramp)** – A defined area of an Airport intended to accommodate aircraft for the purposes of loading and unloading passengers or cargo, refueling, parking, or maintenance.

- **City** – The City of Fernandina Beach located in Nassau County, Florida

- **Commercial Aeronautical Activity** – An activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport and the purpose of such activity being to generate or secure earnings, income, compensation, services, goods, like-kind exchange, or profit of any kind, whether or not such results are accomplished.

- **Emergency Vehicle** – Vehicle of the police or fire department, ambulance or any vehicle conveying an Airport official or Airport employee in response to an official alarm call.

- **Entity** – A person, persons, firm, limited-liability company, corporation, partnership, unincorporated proprietorship, association, or group formed for the purpose of conducting the proposed activity.

Fernandina Beach Municipal Airport Rules and Regulations

- FAA (Federal Aviation Administration) – The federal agency within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.
- FAR (Federal Aviation Regulation) – The federal government rules and regulations governing aviation activity under Code of Federal Regulations – Title 14 Aeronautics and Space.
- Fire Department – Fernandina Beach Fire Department having jurisdiction and responsibility over the Airport.
- Fixed Base Operator (FBO) – A business granted the right by the Airport sponsor to operate on an Airport and provide aeronautical services such as fueling, hangar space, tie-down and parking, aircraft rental, aircraft maintenance, and flight instruction.
- Flammable Liquids – A liquid or agent which when in contact with another property or properties may ignite causing a flame.
- Fuel – Any petroleum product used for the purpose of providing propulsion to an aircraft.
- Fuel Handling – The transporting, delivering, dispensing, storage, or draining of fuel or fuel waste products to or from any aircraft, vehicle or equipment.
- Hazardous Materials – Any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, or board.
- Minimum Standards for Commercial Activities (Minimum Standards) – The qualifications, criteria, and standards established by the City of Fernandina Beach as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport.
- Motor Vehicle (or Vehicle) – Any device that is capable of moving itself, or being moved, from place to place upon wheels, but does not include any device designed to be moved by muscular power or designed to move primarily through the air.
- NFPA (National Fire Protection Association) – All codes, standards, rules, and regulations contained in the standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.
- Operator (Aircraft or Motor Vehicle) – Any person who is in actual physical control of an aircraft or motor vehicle.
- Operating Directive – Specific written documents detailing approved methods of operations as directed and signed by the Airport Manager. Such will become an addendum of the Airport Rules and Regulations.
- Owner – Any person who holds the legal title of an aircraft or a motor vehicle.
- Permission – A right or approval granted by the Airport Manager under authority delegated by City Manager and/or City Commission.
- Person – Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic or any other group acting as an entity, or combination of thereof; and further includes any trustee, receiver, committee, assignee, or other representative or employee thereof.
- Police Department (or Law Enforcement) – Fernandina Beach Police Department having jurisdiction and responsibility over the Airport.
- Public Area (or Common Area) – The land and/or improvements at the Airport that is available for use on a non-exclusive basis and not controlled by any leasehold.
- Regulatory Measures – Federal, state, county, city, and Airport, laws, codes, ordinances, policies, rules and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, the FDOT, NFPA, Airport Minimum Standards, Airport Rules and Regulations, all as may be in existence, hereafter enacted, and amended from time to time.
- Restricted Area – Any area of the Airport wherein entry or use thereof is restricted to authorized personnel only pursuant to regulatory measures, including but not limited to: runways, taxiways, fire lanes, Airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks, and any of the areas marked as such with appropriate signage.

- Run-up – Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.
- Runway – A defined rectangular surface on an Airport prepared or suitable for the landing or taking off of aircraft. Runways are identified by a broken white centerline, solid white edge lines, and white edge lights.
- Self-fueling or self-service – Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling or other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the Airport, a FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein and can be subject to Minimum Standards. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees include activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner. Title 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot.
- Shall (or will or must) – These words are always mandatory.
- Taxi lane – The portion of the aircraft parking areas used for access between taxiways and aircraft parking positions.
- Taxiway – A defined path established for the taxiing of aircraft from one part of an Airport to another. Taxiways are identified by a solid painted yellow centerline and blue edge lights.
- Tie-down Area – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable tie-down points are located.
- UNICOM (CTAF) – A two-way communication system operated by a non-governmental entity on a designated radio frequency to provide Airport advisory information while operating to or from an Airport that does not have a control tower or an Airport when the tower is closed. The Common Traffic Advisory Frequency (CTAF) may be a UNICOM, MULTICOM, Flight Service Station (FSS), or a tower frequency and is identified in appropriate aeronautical publications. While not required for operation at Fernandina Beach Municipal Airport, use is strongly encouraged.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-89
Award of RFP #18-10 - Pros Consulting, Inc.
Budget Amendment - City Manager

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-89.

SYNOPSIS: The City advertised Request for Proposal #18-10 for a Parks & Recreation Consultant. Four proposals were received on May 31, 2018. The City Evaluation Committee consisting of the City Manager, Human Resources Director, and Parks & Recreation Director reviewed and scored the four proposals.

The City Evaluation Committee's final review reached consensus with the following ranking: 1) PROS Consulting, Inc.; 2) Ballard King; 3) GreenPlay; 4) IBTS. As such, the Evaluation Committee recommended that the City enter into a Project Agreement with PROS Consulting, Inc. for the purpose of completing an organizational review of the City's Parks & Recreation Department.

FISCAL IMPACT: Charges for these services will be coded to the City Manager Professional Services account, 0011210 53100. \$20,000 was appropriated for this study, so a budget amendment transferring \$5,000 from the Parks and Recreation Department (Program Costs) will account for the difference.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-89.

Dale Martin, City Manager	06/25/2018
Patti Clifford, Comptroller	06/25/2018
Tammi E. Bach, City Attorney	06/26/2018

Date: June 22, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-89

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING RFP # 18-10 FOR A PARKS & RECREATION CONSULTANT TO PROS CONSULTING, INC.; AUTHORIZING THE CITY MANAGER TO COMPLETE A PROFESSIONAL SERVICES AGREEMENT FOR SAME; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2017/2018; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised Request for Proposal #18-10 for a Parks & Recreation Consultant. Four proposals were received on May 31, 2018; and

WHEREAS, the City Evaluation Committee consisting of the City Manager, Human Resources Director, and Parks & Recreation Director reviewed and scored the four proposals; and

WHEREAS, the City Evaluation Committee's final review reached consensus with the following ranking: 1) PROS Consulting, Inc.; 2) Ballard King; 3) GreenPlay; and 4) ITBS; and

WHEREAS, the City Evaluation Committee recommends entering into a Professional Services Agreement with PROS Consulting, Inc. for the purpose of reviewing the organization of the Parks and Recreation Department; and

WHEREAS, charges for these services will be coded to the City Manager Professional Services account, 0011210 53100. Funds in the amount of \$20,000 are currently available; the remaining \$5,000 is available for transfer from Parks & Recreation Program Costs account, 0017200 54970, to City Manager Professional Services account, 0011210 53100.

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

SECTION 1. The City Commission hereby awards RFP #18-10 for a Parks & Recreation Consultant, as specified in the Request for Proposal, to PROS Consulting, Inc.

SECTION 2. The City Manager is authorized to execute a Professional Services Agreement with PROS Consulting in an amount not to exceed \$24,970, after review and approval by the City Attorney.

SECTION 3. The City Commission hereby approves the budget transfer to the City Manager Professional Services account.

SECTION 4. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the agreement, upon review and approval of the City Attorney.

SECTION 5. This Resolution shall take effect immediately upon passage.

ADOPTED this 3rd day of July, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

INTRODUCTION

The City of Fernandina Beach, Florida (CITY) is accepting competitive sealed proposals for **PARKS & RECREATION CONSULTANT**.

The CITY will receive sealed proposals at the location stated below not later than **2:00pm, Thursday, May 31, 2018**.

Any proposal received after the above stated time and date will not be considered. It shall be the sole responsibility of the FIRM to have its proposal 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 Proposer. Proposals received after the deadline will not be considered.

The original proposal (**1 original, 4 copies and 1 electronic version, cd or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFP #18-10** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFP# 18-10**
204 Ash Street
Fernandina Beach, FL 32034

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

The competitive sealed proposal shall be accompanied by a "**Contact Sheet/Proposal 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
RFP 18-10
PARKS & RECREATION CONSULTANT

SCOPE OF WORK

The purpose of this project is to develop the following recommendations for the City's Parks & Recreation Department. The City seeks the following from the selected consultant:

- Schedule and conduct a kick-off meeting to determine project goals, objectives and expectations that will help guide actions and decisions. Outline the steps of this kick-off meeting to include, confirmation and outcome expectations, communications, data collection and on-site assessment.
- Conduct individual interviews and focus group staff meetings. Analyze all departmental positions and review the organization's structure. Gather an understanding of establishment of core/ essential services, important services and value-added services.
- Conduct work sessions to determine what is considered core essential services, important services and value added services based upon observations, individual interviews, focus interviews and job analysis surveys.
- Document and analyze the internal operation of the Parks & Recreation Department.
- Develop a plan to conduct an internal operations process review centered on sustainability, efficiency and organization alignment.
- Develop a recommendation for staffing utilization, organizational design and staffing levels/alignment, service contracts, partnership, and volunteer support and management and evaluate cost recovery by core service and core facility.
- Develop a plan to improve existing policy and procedures management, staffing utilization, work planning and management of existing programs and facilities.
- Develop a plan to streamline the organizational structure and current staffing levels to ensure the highest levels of efficiencies.
- Prepare a draft comprehensive staffing analysis plan with strategies based upon all analysis performed. Once the draft plan has been reviewed and approved, the consultant will prepare a final summary report and present that report to the City Commission. The final report will include associated appendices. The City requests five bound copies and one unbound copy of the final report.
- **The consultant should complete the project within 120 days.**

CONTENT OF PROPOSALS

Proposals should include the following:

- An introduction indicating an understanding of the desired services and commitment to the City.
- A detailed proposed work plan incorporating the above scope of work.
- A description of the expected relationship between the consultant and City staff.
- Description of similar work completed and the associated clients (including contact information).
- Any other information that may be of interest to the City or relevant to the proposal.
- City Exhibits A-H

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RFP 18-10
PARKS & RECREATION CONSULTANT

EVALUATION PROCESS

All Requests for Proposals (RFP) will be evaluated in terms of project approach, experience, quality of work, and capacity to perform. Past performances on local government projects will also be assessed in terms of timeliness, completing work within budget and quality of work.

EVALUATION CRITERIA

- | | |
|--|------------|
| • Quality of Firm and Experience | 20% |
| • Qualifications of Staff | 20% |
| • Project Approach – demonstrates understanding of project requirements, and proposes methods to accomplish the work meeting or exceeding criteria listed in the RFP. | 20% |
| • Demonstrated Governmental Parks & Recreation Experience | 20% |
| • Proposed Cost | 20% |

Award shall be made to the consultant whose proposal is deemed to be most advantageous to the CITY.

CONTACT

Specification questions during the proposal period shall be submitted in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org, and Dale Martin, City Manager at dmartin@fbfl.org.

FIRMS 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 FIRM's questions will be issued via Addendum and posted on the CITY's website at www.fbfl.us/bids and the OnviaDemandstar website at www.demandstar.com It is the FIRM's responsibility to check the CITY's website for Addenda prior to submitting their proposal. The deadline for questions is 5 days before proposal opening.

FIRM SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the proposal.

The City of Fernandina Beach has appointed three (3) members to an RFP review committee to review and rank each RFP response. All RFP respondents will be notified of selection or non-selection.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

ANTICIPATED SCHEDULE

Request for Proposal (RFP) advertised	May 9, 2018
RFP Opening Date (deadline for receipt 2:00pm)	May 31, 2018
Evaluation Committee Meeting	June 8, 2018
Selection by City Commission	June 19, 2018

This schedule is approximate. All dates are subject to change at the discretion of the City of Fernandina Beach.

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GENERAL CONDITIONS OF REQUEST FOR PROPOSAL
"GENERAL"

1. **PREPARATION OF PROPOSAL** – REQUEST FOR PROPOSAL shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Proposal Form, attached hereto as "Exhibit A", shall be used when submitting your REQUEST FOR PROPOSAL.
 - b. All information required by the Contact Sheet/Proposal Form shall be furnished. The Proposer 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 Proposals will not be considered unless authorized by the Request for Proposal.
 - e. Proposers 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. Proposers 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 Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer 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 Request for Proposal.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
 - i. Deliveries are to be made during regular business hours.
 - j. Proposals and Proposal prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.
2. **SUBMISSION OF PROPOSAL**
 - a. Proposals and changes thereto shall be enclosed in sealed envelopes and addressed as instructed on the Proposal Form. The name and address of the Proposer, the date

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and hour of the Request for Proposal opening and the material or service shall be placed on the outside of the envelope.

- b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

3. REJECTION OF PROPOSAL

- a. The City reserves the right to accept or reject any or all Proposals, 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 PROPOSAL

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

5. LATE PROPOSAL

- a. REQUEST FOR PROPOSAL 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. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, 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 proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The City of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.

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- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

7. AWARD OF REQUEST FOR PROPOSAL

- a. The REQUEST FOR PROPOSAL will be awarded to the most responsive and responsible proposer 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 Proposer 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 Prooser in responding to this REQUEST FOR PROPOSAL.

9. BONDS

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

PROPOSAL BOND:

- a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer shall enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond

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shall be for an amount not less than five percent (5%) of the Proposal price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not withdraw its proposal for a period of ninety (90) calendar days after Proposal closing time. Proposal Bonds or Certified Checks will be returned to unsuccessful Proposal within 10 days of proposal award. Successful proposers will receive their Certified Check or Proposal 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 Proposer, Proposer 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, Proposer shall forfeit its proposal 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 proposer 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 proposal.

10. PUBLIC INFORMATION

- a. All information contained in this Proposal 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 Proposers to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

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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.

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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.

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"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"**

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Contact/Proposal Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.

15. PROPOSAL PROTESTS

Proposal protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the proposal 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 proposal.

17. LOBBYING

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

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EXHIBITS

EXHIBIT “A”	Contact Sheet/Proposal 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

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EXHIBIT "A"

CONTACT SHEET/PROPOSAL FORM

PARKS & RECREATION CONSULTANT: \$ _____

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

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

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

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

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

CITY OF FERNANDINA BEACH, FLORIDA
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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: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
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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: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
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PARKS & RECREATION CONSULTANT

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: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
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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 nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

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.

Notary Signature My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

RFP 18-10

PARKS & RECREATION CONSULTANT

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.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
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EXHIBIT “H”

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

ITY OF FERNANDINA BEACH RFP OPENING TALL
RFP 18-10

RFP Name: Parks & Recreation Consultant

Attended by: Wanda Weaks

DATE/ TIME REC'D	COMPANY NAME/LOCATION	RFP AMOUNT	EXHIBITS A-H
5/31/18 10:05am	Institute for Building Technology and Safety (IBTS) Ashburn, VA	\$25,992.00	X
5/31/18 10:50am	Green Play, LLC Louisville, CO	\$34,999.00	no form A Contact Sheet
5/30/18 11:12am	Ballard & King Highlands Ranch, CO	\$20,000.00	X
5/25/18 1:17pm	Pro Consulting Indianapolis, IN	\$24,970.00	X

This is a preliminary summary of the submittals as they were opened. Contractor/Vendor should not assume award until after final/review/recommendation for award.

City of Fernandina Beach
RFP 18-10 Parks & Recreation Consultant
June 14, 2018 – 2:00pm

Committee members present: Dale Martin, Robin Marley, Nan Voit

Staff members present: Wanda Weeks

Others present: Trudy Richards

The meeting was called to order at 2:00pm by City Manager Dale Martin.

Scored and tallied consolidated and individual evaluation sheets were distributed to each committee member.

Ms. Voit reported that of the four submittals received all were qualified.

Ms. Marley stated that she ranked Ballard King/Barth Associates higher based on their previous experience with the City of Fernandina Beach. Ballard King was very specific about a 90 day time frame and would assign two people for the course of the evaluation. Ballard King was the longest in business and had the skillset.

Mr. Martin stated that he ranked Pros Consulting higher based on the more qualified staff and that the City should use a “new set of eyes” for this evaluation of Parks & Recreation.

Ms. Richards agreed with Mr. Martin as to using a different firm for this evaluation of Parks & Recreation.

There was additional conversation between committee members discussing accreditations for Parks & Recreation. Ms. Marley suggested that the City Parks and Recreation department aspire to some of these accreditations. Ms. Voit remarked that she did not feel the accreditations would make that much difference and the Department does not have the time or staff.

Ms. Voit made the motion to award to Pros Consulting. This was seconded by Ms. Marley and carried.

The meeting adjourned at 2:20pm.

City of Fernandina Beach

Parks and Recreation Consultant

Proposal

May 31, 2018



BALLARD * KING
& ASSOCIATES LTD
Recreation Facility Planning and Operation Consultants



BALLARD* KING
& ASSOCIATES LTD
Recreation Facility Planning and Operation Consultants

May 31, 2018

City Clerk's Office
City of Fernandina
204 Ash Street
Fernandina Beach, FL 32034

To Whom it May Concern:

Ballard*King & Associates (B*K) is very pleased to submit our teams proposal for a "Parks & Recreation Consultant" for the City of Fernandina Beach, Florida. We have teamed with Dave Barth of Barth Associates for this project to assist with the determination of the classification of services.

Ballard*King & Associates has long been considered experts in the assessment of parks and recreation agencies and more specifically organizational planning and staffing for departments across the country. Our firm has completed over 35 such studies including the City of Miami Beach, Hallandale Beach, and Beaufort County, South Carolina. With the helping hand of the Ballard*King & Associates team, we will bring to this project the ability to empower you, the client, with the knowledge necessary to proceed confidently to the next step in improving the delivery of parks and recreation services to the Fernandina Beach community.

Ballard*King & Associates has a very strong interest in working with City of Fernandina Beach on this important project.

Sincerely,

Ken Ballard, CPRP
President

*Ballard*King and Associates is committed to comprehensive planning and operations consulting services, providing for the effective and efficient use of available resources to develop and operate sports, recreation and wellness facilities.*



BALLARDKING***
& ASSOCIATES LTD
Recreation Facility Planning and Operation Consultants

Project Approach



BALLARDKING***
& ASSOCIATES LTD

The Ballard*King & Associates team is prepared to complete an “Organizational Assessment” for the City of Fernandina Beach’s Parks & Recreation Department. This study will have a strong emphasis on identifying the operational performance characteristics of Parks and Recreation, and the current organizational structure. This will be combined with a review and classification of programs and services offered by the department. We have the experience and knowledge to assist you with the tasks that are needed for this type of study and we are not afraid to suggest realistic alternatives if that is what is needed to improve operations of the Parks and Recreation Department.

Ballard*King & Associates is a Denver based recreation planning firm that has completed over 35 operational assessment studies for parks and recreation departments and facilities around the country. Barth Associates is a nationally known public realm planning, design and facilitation firm that is based out of Gainesville. The two firms have partnered on eight projects in Florida.

Our intent is to have a very hands-on approach to this study with open, effective communications with the staff of the City. Active involvement and participation from all parties in the process is welcomed and encouraged. We want to be seen as "partners" in the effort to complete a comprehensive operations assessment. We offer the flexibility and organization to adjust our scope of work to changing demands as well as limited time constraints. We recognize that each project is unique and our approach to recreation planning is customized to target the client's individual needs. This approach, coupled with our attention to detail and vast experience as recreation planners, and parks and recreation professionals will ensure that your best interests are being fully represented.

We believe strongly that the operations assessment study provides the cornerstone and blueprint for the future direction of the Fernandina Parks and Recreation Department and the importance and magnitude of such a study requires a team that has proven practical experience in this area.



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Recreation Facility Planning and Operation Consultants

Project Team

The B*K team will include the following staff.

*Ken Ballard, Ballard*King* – Ken will be the project manager and will be responsible for directing the process and writing the final report. He was the project manager for each of the full organizational assessment projects noted in the experience section of this proposal.

Dave Barth, Barth Associates – Dave will assist Ken with the project where necessary with a focus on the classification of recreation programs and services. He also has extensive experience with long range parks and recreation planning.

Information Needed from the City

The Ballard*King & Associates team will need assistance with this study from City staff in the following ways.

- Copies of previous studies, surveys and reports related to this project (electronic format).
- Copies of the data/information to be analyzed as part of this project.
 - Staffing plan and org chart
 - Job descriptions and responsibilities (full and part-time staff)
 - Pay plan (full and part-time staff)
 - Operational budgets
 - Program and service delivery goals and plan
 - Program/facility use numbers
 - Fee policy
 - Maintenance plans (parks and facilities)
 - Operational policies and procedures
 - Partnership/use agreements/IGA's
 - Capital improvement plan/budget
 - Performance measures
- Information on other recreation service providers in the area.
- Determine staff interview/focus group session members.
- Set up all meetings and interviews.
- Provide timely feedback on all project information developed by the consultant.

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City of Fernandina Beach Parks & Recreation Consultant Work Plan

A. Kick-Off Meeting

The project will kick-off with a meeting with key City staff to discuss:

- a. Project goals and objectives
- b. Project expectations
- c. Communication protocols
- d. Data collection techniques
- e. On-site assessments

B. Staff Input

An important piece of the study will be gathering staff input. This will include:

- a. Conduct interviews with individual senior staff members
- b. Conduct focus groups with mid-management and line staff (full-time)
- c. Administer job analysis survey
- d. Determine
 - i. Department organizational structure and culture
 - ii. Job responsibilities
 - iii. Discuss core, important, and value-added services

C. Determine Core, Important and Value-Added Services

Establishing the classification of parks and recreation services will be accomplished in the following manner.

- a. Based on information gathered from:
 - i. Staff interviews and focus groups
 - ii. Job analysis surveys
 - iii. Observation of department operations
- b. Review findings with senior department and city staff
 - i. Adjust findings accordingly

D. Conduct an Internal Operations Review

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The project team will complete a review of basic department operations based on the following.

- a. Review will consist of:
 - i. Observations of operations
 - ii. Review of operations requirements and expectations
 - iii. Staff roles and responsibilities
 - iv. Operational documents, policies, procedures and reports
- b. Documented findings will include:
 - i. Sustainability of operations
 - ii. Efficiency of operations
 - iii. Organizational structure and alignment

E. Develop Specific Recommendations Regarding Operations

The recommendations will be based on information gathered through the tasks above and will include.

- a. Recommendations for organizational changes to improve efficiency
- b. Staffing levels and realignment
- c. Staff work loads
- d. Role of contract services
- e. Determining the role of partnerships with other organizations
- f. Expectations for use of volunteers
- g. Policies and procedures improvements and changes
 - i. Management of process
- h. Management improvements for programs and facilities
- i. Determination of maintenance levels

F. Final Report

B*K will develop segments of the study as they are completed, and a draft report will be completed for review by staff, and elected officials. From this, a final report will be issued.

- a. Provide a draft final report for staff review
- b. Present final report findings to the City Commission
- c. Provide final written report to the City

Note: This scope of work will require three site visits to Fernandina Beach by B*K and one by Barth Associates.

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Fee Schedule

Task	Fee
A. Kick-off Meeting	\$1,000
B. Staff Input	\$4,000
C. Determine Core, Important and Value-Added Services	\$5,000
D. Conduct an Internal Operations Review	\$4,000
E. Develop Specific Recommendations Regarding Operations	\$3,000
F. Final Report	\$3,000
Total Fee	\$20,000

The Total Fee includes all reimbursable expenses associated with the project.

Timeline

The project schedule is envisioned to be approximately 90 days with three specific site visits scheduled. One of these visits will be at the beginning of the project, there will be one at the midway point, and the third to present the draft report.

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BALLARD* KING
& ASSOCIATES LTD
Recreation Facility Planning and Operation Consultants

Firm Profile



Ballard*King & Associates, was established in 1992 by Ken Ballard and Jeff King in response to the need for market-driven and reality-based planning for parks and recreation agencies. B*K has achieved over 26 years of success by realizing that each client's needs are specific and unique. With over 70 combined years of recreation planning experience in the public sector, our consulting firm has been involved with over 50 master plan studies, 35 operational assessments and has completed over 700 recreation facility projects in 49 states.

We focus our assessment and master plan efforts on recreation program and service delivery, recreation facility development, staff and organizational planning, and parks and facility operations and maintenance. From pinpointing specifics to broad visions, B*K provides direction to ensure the long-term viability of a parks and recreation agency.



By bringing practical, proven experience to a project we can accurately represent the client's best interests. Our firm has a keen awareness of the impact parks and recreation services have on a community and the organization that is responsible for delivering these services. Thanks to our extensive field experience, we are able to provide assistance with practical tools, an uncommon ability to see the overlooked and view your study from a wealth of expertise and knowledge.



Teamwork is a core aspect of our company. We work together ensuring all clients are receiving the wealth of knowledge our B*K team brings. The success of any project begins with an integrated, mutually valued approach to the individual needs and goals of each client. Thus, we team with you and for you.

First and foremost to Ballard*King & Associates is our reputation of being a company of strong ethical character. Our top concern is the client's best interests and our approach is always honest and down-to-earth. We aim to help each client see the full potential of their project by providing trustworthy services to achieve their goal. **Let us help you, move forward!**

*Ballard*King and Associates is committed to comprehensive planning and operations consulting services, providing for the effective and efficient use of available resources to develop and operate sports, recreation and wellness facilities.*



BALLARD* KING
& ASSOCIATES LTD
Recreation Facility Planning and Operation Consultants



KEN BALLARD, C.P.R.P **President**

***Professional Experience**

As a founding partner of Ballard*King & Associates, Ken has over 35 years of experience in parks and recreation planning. Ballard*King & Associates was established in 1992 by Ken Ballard and Jeff King in response to the need for market driven and reality based planning for recreation agencies. In his years of work with B*K, Ken has provided assessment and master planning consulting services to more than 50 communities across the country. Ken is well known for his vast knowledge of recreation programming, park development and operations, as well as organizational planning and parks maintenance. His expertise has been developed over the years from a wide breadth of experiences within the parks and recreation field.

Key assessment projects that Ken has been directly responsible for include the following communities:

- Miami Beach, FL
- Hallandale Beach, FL
- Key Biscayne, FL
- Rock Island, IL
- Beaufort County, SC
- Ken Caryl Ranch, CO
- Brushy Creek, TX
- Athens YWCO, GA
- Upper St. Clair, PA
- Orem, UT

***Education**

University of Colorado
BS Recreation, BA History

Certified Parks & Recreation
Professional

***Professional Affiliations**

Athletic Business Conference
Advisory Board

Colorado Parks & Recreation
Association

National Recreation & Park
Association

Metropolitan State University of
Denver – Former Adjunct Faculty

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FIRM PROFILE

Barth Associates, LLC was founded to help communities “harness the power” of their public realm to become more resilient and sustainable. Since being founded in 2012, the firm has been involved in the development of over twenty public realm master plans for cities and counties throughout the United States, including the Washington DC Parks and Recreation Master Plan; the City of Seattle Recreation Center Strategic Plan; and the Hillsborough County, FL Conservation and Environmental Lands Master Plan. Currently the firm is involved in preparing and/or implementing parks and public realm plans for the City of New Port Richey, Manatee County, Arlington County VA, and the City of Doral. We are also preparing park master plans and prototypes for the City of Gainesville, Collier County, and St. Johns County.

Barth Associates’ primary services include:

- Parks and Recreation System Planning
- Park Master Planning
- Greenway and Trail Master Planning
- Natural Resource Management Planning
- Implementation Planning
- Public Involvement
- Facilitation
- Strategic Planning

For additional information please e-mail David Barth at david@barthassoc.com, or call (561) 308-9937.



David L. Barth, PhD
ASLA, AICP, CPRP
10030 SW 52nd Road
Gainesville, Florida 32608
561.308.9937
david@barthassoc.com



Dr. David Barth is a registered Landscape Architect, Certified Planner, and Certified Parks and Recreation Professional who specializes in the planning, design, and implementation of the public realm. He is also an expert facilitator and strategic planner. He has developed parks and recreation system master plans for over 80 communities throughout the United States including Washington, D.C, Miami-Dade County, Norfolk, VA, downtown San Diego, and the City of Raleigh. He has also led the planning and/or design of hundreds of parks and trails including Orange County's West Orange Trail, Martin County's Indian Riverside Park, and the City of Kissimmee's Lakefront Park. He was a co-author of the American Planning Association (APA) publication *From Recreation to Re-Creation*, as well as a contributor to APA's *Planning and Urban Design Standards* for parks and recreation needs assessments. Most recently he authored APA's Planning Advisory Service Memo *Alternatives for Determining Parks and Recreation Levels of Service*.

David received his undergraduate degree in Landscape Architecture from the University of Florida; his Master's Degree in Organizational Leadership from Palm Beach Atlantic University; and his PhD in Design, Construction and Planning at the University of Florida.

PROFESSIONAL EXPERIENCE

▪ President, Barth Associates, LLC Gainesville, FL	2012–present
▪ Adjunct Professor/ Graduate Assistant, University of Florida Gainesville, FL	2008–2015
▪ Vice President/ Principal, Glatting Jackson/ AECOM West Palm Beach, FL	1987-2012
▪ Director of Planning and Landscape Architecture, BJM Associates, Inc. Orlando, FL	1986-87
▪ Assistant Regional Planning Manager, PBSJ Orlando, FL	1982-86
▪ Landscape Architect/Planner, Glenn Acomb Assoc. / Boyle Engineering Corp. Orlando, FL	1980-82
▪ Associate Land Planner, ITT Community Development Corp. Palm Coast, FL	1980-81
▪ Landscape Architect, Harry Weese & Associates, Kaiser Transit Group, Miami, FL	1978-79

PROFESSIONAL LICENSURE AND CERTIFICATIONS

Landscape Architect, Florida, #528	1979
American Institute of Certified Planners, #011226	1995
Certified Parks and Recreation Professional	2002

EDUCATION

PhD (Doctor of Philosophy - Design, Construction, and Planning), University of Florida	2015
MS (Masters of Organizational Leadership), Palm Beach Atlantic University	2003
BLA (Bachelor of Landscape Architecture), University of Florida	1978



BALLARD* KING
& ASSOCIATES LTD
Recreation Facility Planning and Operation Consultants

Operational Assessment Studies Project Listing

Ballard*King & Associates has completed operational assessments for over 35 different facilities and parks and recreation agencies. Below are listed a selected number of projects that Ballard*King has been involved with.

Organizational Assessments

- | | |
|---|----------------------|
| • Athens YWCO | Athens, GA |
| • Beaufort County Parks & Leisure Services | Beaufort, SC |
| • Brushy Creek District Recreation Facilities | Round Rock, TX |
| • Hallandale Beach Parks & Recreation | Hallandale Beach, FL |
| • Ken Caryl Ranch Metropolitan District | Littleton, CO |
| • Miami Beach Parks and Recreation | Miami Beach, FL |
| • Rock Island Parks and Recreation | Rock Island, IL |

Facility Assessments

- | | |
|--|----------------------|
| • Belmont Plaza Pool | Long Beach, CA |
| • Castle Rock Recreation Center | Castle Rock, CO |
| • Chatham Recreation Center | Chatham, MA |
| • Desert Highland Recreation Center | Palm Springs, CA |
| • Friendship Community Center | Harrisburg, PA |
| • Georgia Tech Student Recreation Center | Atlanta, GA |
| • Greater Plymouth Community Center | Plymouth Meeting, PA |
| • Green River Recreation Center | Green River, WY |
| • Issaquah Recreation Center | Issaquah, WA |
| • Key Biscayne Community Center | Key Biscayne, FL |
| • Kitsap County Aquatic Centers | Kitsap County, WA |
| • Litchfield Park Recreation Center | Litchfield Park, AZ |
| • Neighborhood Club | Grosse Pointe, MI |
| • Ontario Aquatic Center | Ontario, OR |
| • Orem Fitness Center | Orem, UT |
| • Osborn Aquatic Center | Corvallis, OR |

*Ballard*King and Associates is committed to comprehensive planning and operations consulting services, providing for the effective and efficient use of available resources to develop and operate sports, recreation and wellness facilities.*



BALLARDKING***
& ASSOCIATES LTD
Recreation Facility Planning and Operation Consultants

- | | |
|---|---------------------|
| • Pinecrest Community Center | Pinecrest, FL |
| • Red Mountain Center | Mesa, AZ |
| • RiverWinds Recreation Center | West Deptford, NJ |
| • Salvation Army Kroc Center | Kerrville, TX |
| • Salvation Army Crossgenerations Center | Chicago, IL |
| • Salvation Army Red Shield Center | Chicago, IL |
| • Salvation Army Red Shield Center | Denver, CO |
| • Shoreview Recreation Center | Shoreview, MN |
| • St. Genevieve Recreation Center | St. Genevieve, MO |
| • The Centre | Rolla, MO |
| • Tinley Park Fitness Center | Tinley Park, IL |
| • University of Arizona Aquatic Center | Tucson, AZ |
| • University of Houston Aquatic Center | Houston, TX |
| • Upper St. Clair Community Recreation Center | Upper St. Clair, PA |
| • Wylie Recreation Center | Wylie, TX |

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BALLARD* KING
 & ASSOCIATES LTD
 Recreation Facility Planning and Operation Consultants

Operational Assessment Studies Project References

Miami Beach Operations and Organizational Assessment Study Miami Beach, FL

Ballard*King completed an assessment of the Miami Beach Parks and Recreation Department with a focus on staffing and organizational structure, recreation program and service delivery and recreation facility operations and management.

Mr. John Rebar
Director
Parks and Recreation Department
City of Miami Beach
1701 Meridian Ave., Suite 401
Miami Beach, FL 33139
(303) 673-7730
johnrebar@miamibeachfl.gov

Rock Island Parks & Recreation Department Operations Audit and Business Plan Study Rock Island, IL

This comprehensive audit of the parks and recreation department concentrated on understanding the Rock Island market, community needs and expectations, as well as a financial assessment of the department, a review of maintenance practices, and an assessment of the organizational structure and staff performance.

Mr. John Gripp
Director of Parks & Recreation
City of Rock Island
1528 Third Ave.
Rock Island, IL 61201
(309) 732-7283
gripp.john@rigov.org

Note: The City Manager who hired B*K for this project is no longer with the City.

*Ballard*King and Associates is committed to comprehensive planning and operations consulting services, providing for the effective and efficient use of available resources to develop and operate sports, recreation and wellness facilities.*



BALLARD* KING
 & ASSOCIATES LTD
 Recreation Facility Planning and Operation Consultants

Upper St. Clair Community & Recreation Center Operations Assessment Study Upper St. Clair, PA

Ballard*King & Associates is just completing an overall operations assessment of the Community & Recreation Center that includes a review of the market, extensive public input, a review of the physical condition of the facility and park, operational budgets, recreation programs and services as well as staffing and marketing efforts.

Mr. Paul Besterman
Director of Recreation & Leisure Services
Township of Upper St. Clair
1820 McLaughlin Rd.
Upper St. Clair, PA 15241
(412) 221-1099
besterman@twpusc.org

In addition, Ballard*King & Associates would be happy to use the projects in **Hallandale Beach, Florida and Beaufort County, South Carolina** as references but unfortunately for these projects the city/county managers and parks and recreation directors that we worked for are no longer present in these communities. Both of these projects involved the assessment of the parks and recreation agencies with a focus on organizational structure and staffing plans.

*Ballard*King and Associates is committed to comprehensive planning and operations consulting services, providing for the effective and efficient use of available resources to develop and operate sports, recreation and wellness facilities.*

CITY OF FERNANDINA BEACH PARKS MASTER PLAN

Project Budget: \$25,000

City Population: 12,339

Project Completion Date: 2014

Known for its charming historic downtown, the City of Fernandina Beach is a top draw for visitors and residents in North Florida. Barth Associates in collaboration with Perez Planning + Design completed the Parks, Recreation, and Open Space Master Plan for the City of Fernandina Beach in accordance with the Technical Assistance Grant from the Florida Department of Economic Opportunity (DEO). The main focus of the plan was upgrading the City's parks system to the same level of quality and character as its historic downtown; and connecting the system through a network of "complete streets", bikeways, trails, and trolley service. The scope of work was divided into four phases:

- Existing Conditions Analysis,
- Needs + Priorities Assessment,
- Visioning, and
- Implementation Strategy.

Phase 1 - Existing Conditions Analysis included a review of previously completed plans, demographic analysis, and existing park evaluations. Phase 2 - Needs + Priorities Assessment included Barth Associates' proven triangulated approach to assessing and prioritizing needs that consider anecdotal, qualitative, and quantitative techniques. Specifically, these techniques included the following: Anecdotal Techniques - findings from site evaluations, demographic analysis, and local, regional, and national recreation trends; Qualitative Techniques - a variety of public engagement opportunities ranging from one-on-one interviews, focus group meetings, public workshops, and an on-line survey; Quantitative Techniques - acreage, access, facilities, and quality Level of Service Analysis (LOS) comparisons to local, state, and national NPR PRORAGIS benchmarks. Phase 3 - Visioning included recommendations for improvements to existing parks and civic spaces. Phase 4 - Implementation Strategy included an order of magnitude estimate of probable cost and a phased implementation plan based on the City's available financial resources as well as potential alternative funding sources.

Contact Information:

Nan Voit, Director

nvoit@fbfl.org

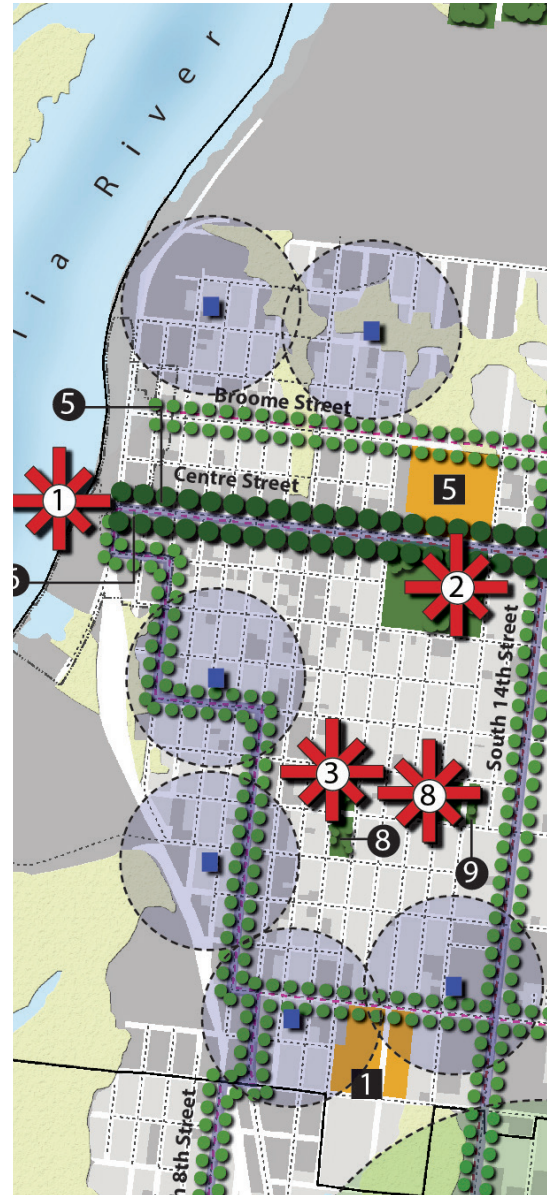
(904) 310-3350

City of Fernandina Beach Parks and

Recreation Department

2500 Atlanta Avenue

Fernandina Beach, FL 32304



TOWN OF PALM BEACH PARKS AND RECREATION NEEDS ASSESSMENT + SEAVIEW PARK AND COMMUNITY CENTER

Project Budget: \$97,500

City Population: 8,612

Project Completion Date: 2016

Barth Associates completed a Town-wide parks and recreation needs assessment and master plan for the Town of Palm Beach. The findings from the Town-wide needs assessment informed the improvement, enhancement, and expansion of the Town's parks, recreation, and open spaces as well as the development of a conceptual master plan for the Seaview Recreation Center, the City's primary recreation center.

The project was divided into four phases: 1) Existing Conditions Analysis, 2) Needs + Priorities Assessment, 3) Conceptual Master Plan, and 4) Implementation Strategy + Final Report. Phase 1 - Existing Conditions Analysis included a review of previously completed plans, demographic analysis, and existing park evaluations with a special emphasis on the Seaview Recreation Center. Phase 2 - Needs + Priorities Assessment included the team's proven triangulated approach to assessing and prioritizing needs that consider anecdotal, qualitative, and quantitative techniques. Specifically, these techniques included the following: Anecdotal Techniques - findings from site evaluations, demographic analysis, and local, regional, and national recreation trends; Qualitative Techniques - a variety of public engagement opportunities ranging from one-on-one interviews, focus group meetings, public workshops, and on-line survey; Quantitative Techniques - acreage, square footage, access, facilities, and quality Level of Service Analysis (LOS) comparison to local, state, and national NPR PRORAGIS benchmarks, and a Town-wide Statistically Valid Mail-In/Telephone/On-line Survey.

Findings from the needs assessment informed a Visioning Workshop with City Staff to develop a conceptual master plan for Seaview Recreation Center as well as improvements to the City's parks as part of Phase 3- Conceptual Master Plan. Phase 4 - Implementation Strategy + Final Report developed a cost-estimate and implementation strategy that considered a variety of funding source including public, private, public-private-partnerships, and philanthropic. Based on this process, the Town of Palm Beach is currently developing design and construction documents for Seaview Park and Recreation Center.



Contact Information:

Beth Zickar, Director of Recreation
BZickar@TownofPalmBeach.com
(561) 227-6457
PO Box 2029
340 Seaview Ave.
Palm Beach FL 33480

"The Barth Associates team provided a comprehensive analysis of the data collected for the successful completion of the Needs Assessment and Master Plan for the Palm Beach Recreation Center and Seaview Park. The consummate professionalism and dedication of each associate was paramount to the impact this study had on potential future facility improvements. The team continued to make themselves available to assist with project development, beyond their contractual obligation, continuously demonstrating their desire to provide guidance and productive feedback."

- Beth Zickar, Director of Recreation

CITY OF GAINESVILLE, FL PARKS, RECREATION, AND CULTURAL AFFAIRS MASTER PLAN IMPLEMENTATION STRATEGY, CURRENT

Barth Associates Role: Principal-in-Charge, Parks and Recreation Planners

Project Budget: Approximately \$125,000 including the Master Plan and subsequent assignments

Barth Associates is currently working with the City of Gainesville to develop an Implementation Strategy for the City's Parks, Recreation, and Cultural Affairs Master Plan. David Barth was previously the Principal-in Charge of the PRCA Master Plan, completed in 2012. The Plan included an existing system analysis; needs and priorities assessment;

long range vision; and a detailed funding, implementation, and plan. David facilitated staff and public workshops throughout the process to develop ideas and build consensus regarding key issues. Recently the voters of Alachua County approved a \$130 million "Wild Spaces, Public Places" bond referendum to implement the City's Master Plan and other County-wide initiatives.



Contact Information: Michelle Park, CPRP

Assistant Director, City of Gainesville Parks, Recreation and Cultural Affairs Department
PO Box 490, Station 24 | Gainesville, FL 32602 | Phone: (352) 393.8364 | Fax: (352) 334.3299
parkma@cityofgainesville.org

Dave's leadership, attention to detail, ability to build group consensus and many other related talents and skills, brought great success to the departmental Master Plan and built trust and respect throughout the department and with our citizens. Since the adoption of the Master Plan, I've hired Dave to develop our Implementation Plan so we continue to move forward on getting ready for a ballot initiative. I cannot speak highly enough about Dave's abilities and professionalism. I have great respect for him and his efforts!

VILLAGE OF WELLINGTON WATERFRONT PARK, 2018

Barth Associates Role: Lead Consultant, Project Manager, Parks and Recreation Planner

Project Budget: \$25,000

Project Completion Date: 2018

The Village of Wellington, FL hired Barth Associates to develop design concepts to revitalize its waterfront park, including the existing Town Hall, Community Center, Community Pool, Rowing Club, and Amphitheater. Barth Associates met with Village staff and stakeholders to discuss project issues and objectives; developed alternative conceptual master plans for the site; facilitated a workshop with the Village Council to discuss the alternatives; prepared

illustrative graphics to illustrate the preferred concepts; and prepared a Phase One Site Plan for budgeting and design. Proposed new/ expanded facilities to activate the waterfront include a lakefront promenade and walkways to connect park venues, a beach and watersports center, a waterfront café, a central multi-purpose events lawn and off-site parking structure(s) to replace at-grade parking, and conversion of the competition pool to a family waterpark.



CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "A"

CONTACT SHEET/PROPOSAL FORM

PARKS & RECREATION CONSULTANT: \$ 20,000

Name: Ballard*King & Associates, Ltd.

Federal Taxpayer ID: 84-1580661

Mailing Address: 2743 Ravenhill Circle,

City, State, & Zip Code: Highlans Ranch, CO 80126

Telephone: 303-470-8661 **Fax:** 303-470-8642

Email: bka@ballardking.com & ken@ballardking.com

Submitted By: Ken Ballard

Title: President

FIRM Accepts Credit Cards*: Yes No ☒ X

Accounting Contact:

Name: Jan Ballard **Title:** Office Manager

Email Address: jan@ballardking.com **Phone:** 303-470-8661

*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
RFP 18-10
PARKS & RECREATION CONSULTANT

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 RFP 18-10.
2. This sworn statement is submitted by (entity) Ballard*King & Associates whose business address is 2743 Ravenhill Circle, Highlands Ranch, CO and (if applicable) Federal Employer Identification Number (FEIN) is 84-1580661 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Ken Ballard 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

CITY OF FERNANDINA BEACH, FLORIDA

RFP 18-10

PARKS & RECREATION CONSULTANT

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] 5/29/18
Signature Date:

STATE OF ~~FLORIDA~~ Colorado

COUNTY OF ~~Nassau~~ Denver

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 29 day of May, 201 8, and is personally known to me, or has provided Colorado Drivers License as identification.

[Signature]

Notary Public

My Commission expires: 02/04/2019



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

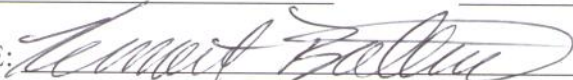
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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: Ballard*King & Associates, Ltd.

CITY: Highlands Ranch STATE: CO ZIP CODE: 80126

SIGNATURE:  PHONE: 303-470-8661

NAME (TYPED OR PRINTED): Ken Ballard TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP 18-10

Project Description: Parks & Recreation Consultant

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: Ballard*King & Associates, Ltd.

Authorized Signature: 

Title: President

Date: May 29, 2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

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: Ken Ballard Title: President

Signature:  Date: May 29, 2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "F"

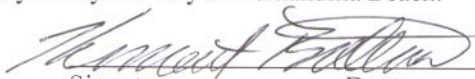
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 18-10.

This sworn statement is submitted by (entity) Ballard*King & Associates whose business address is 2743 Ravenhill Circle, Highlands Ranch, CO and (if applicable) Federal Employer Identification Number (FEIN) is 84-1580661 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Ken Ballard 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 nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.


Signature Date: 5/29/18

STATE OF ~~FLORIDA~~ Colorado
COUNTY OF ~~Nassau~~ Douglas

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 29 day of May, 2018, and is personally known to me, or has provided Colorado drivers license as identification.


Notary Signature

My Commission expires: 02/02/2019

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for 18-10.

This sworn statement is submitted by (entity) Ballard*King & Associates whose business address is 2743 Ravenhill Circle, Highlands Ranch, CO and (if applicable) Federal Employer Identification Number (FEIN) is 84-1580661 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Ken Ballard and my relationship to the entity named above is President.

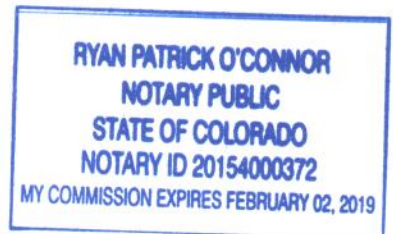
1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, 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.

 5/29/18
Signature Date:

STATE OF ~~FLORIDA~~ Colorado
COUNTY OF Douglas

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 29 day of May, 2018, and is personally known to me, or has provided Colorado Drivers License as identification.

 My Commission expires: 02/02/2019
Notary Signature



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO 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.

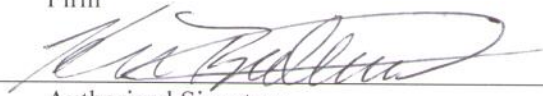
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Ballard*King & Associates, Ltd.

May 29, 2018

Firm

Date



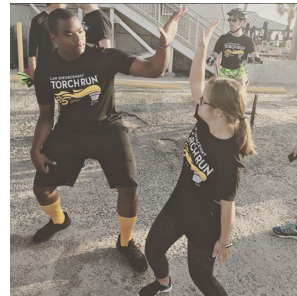
Ken Ballard President

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

PROPOSAL FOR PROFESSIONAL PLANNING SERVICES



Parks and Recreation Consultant City of Fernandina Beach, Florida RFP NO. 18-10

Submittal Date: May 31, 2018

GREENPLAY^{LLC}

*The Leading Edge In Parks, Recreation,
And Open Space Consulting*

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May 31, 2018

City of Fernandina Beach
City Clerk's Office
204 Ash St.
Fernandina Beach, FL 32034
RE: RFP 18-10

Dear Mr. Martin and Selection Committee:

GreenPlay, LLC, is pleased to submit this proposal as qualified consultants to provide an organizational assessment of the City of Fernandina Beach's Parks and Recreation Department. GreenPlay has been providing similar assessments, plans, and related services for Parks and Recreation Departments around the country since 1999, including development of similar projects for the City of LaPorte, Texas; the Virginia Beach Parks and Recreation Department; the Parks, Recreation and Cultural Resources Department in Raleigh, North Carolina; Athens-Clarke County in Athens, Georgia; the City of Encinitas, California; the Lisle Park District in Lisle, Illinois; and the Oakland County Parks Department in Michigan, among many others. We have also completed many projects for Florida communities, including West Palm Beach, Martin County, Maitland, Broward County, Wellington, Winter Park, and Ft. Lauderdale.

Our proposed team will include **Don Jones, PhD**, as Project Manager, **Art Thatcher, CPRP**, as Project Consultant, and me, Teresa Penbrooke, PhD, MAOM, CPRE, as Principal-in-Charge. Don is based in Orlando, and Art and I have completed many projects in Florida. We have developed very effective and efficient ways of communicating, producing and delivering high quality service, ensuring that your community is receiving the highest return on investment possible in this important work. We have worked with over **475** communities on various plans using these tools and methodologies, and still treat each one as unique, providing customized community-specific results.

GreenPlay has completed over 35 projects that are directly comparable with this Operational and Efficiency Assessment for your Department. We are familiar with your day-to-day operations, and we have the knowledge and insight necessary to make thorough, accurate, and implementable recommendations. We have put together this scope of work based on our understanding of your current need, and based on our experience of delivering effective services. **This proposal will be valid for 90 days following submittal. If you have any questions, please contact me at the number listed below.**

Respectfully,



Teresa Penbrooke, PhD, MAOM, CPRE
CEO and Founding Managing Member
1021 E. South Boulder Rd., Suite N
Louisville, CO 80027
(303) 870-3884 (direct)

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I. Firm Background and Experience

BRIEF COMPANY OVERVIEW

GreenPlay, LLC, is a limited liability company headquartered in Colorado with nine regional offices around the country, including one in Orlando, Florida. Founded in 1999, we operate as a **CONSORTIUM OF EXPERTS** to provide management and consulting services for parks, recreation, open space, and related quality of life agencies. We serve as a resource for agencies by organizing teams that are responsive, experienced in the field, and who understand the needs of individual communities. Our firm works nation-wide with 16 employees and over 75 technical consortium affiliates and sub-consultants to complete projects for large and small agencies. GreenPlay has successfully completed over **475** projects, working with local, state, and national government agencies, as well as with private sector organizations.



Project Specific Experience

A Proven Record of Experience and Expertise in Parks and Recreation Planning

These types of projects are not an adjunct service for our firm! This is what we do at GreenPlay, everyday, successfully, for small and large communities of all types, all over the United States. We also regularly teach others around the country how to successfully complete similar projects. We have a strong national reputation based on many years of experience with staff who will help you to develop an accurate Parks and Recreation Operations Assessment with implementable recommendations that will help the City and your Parks and Recreation Department function at the optimal level.

Relevancy of Similar Work Experience

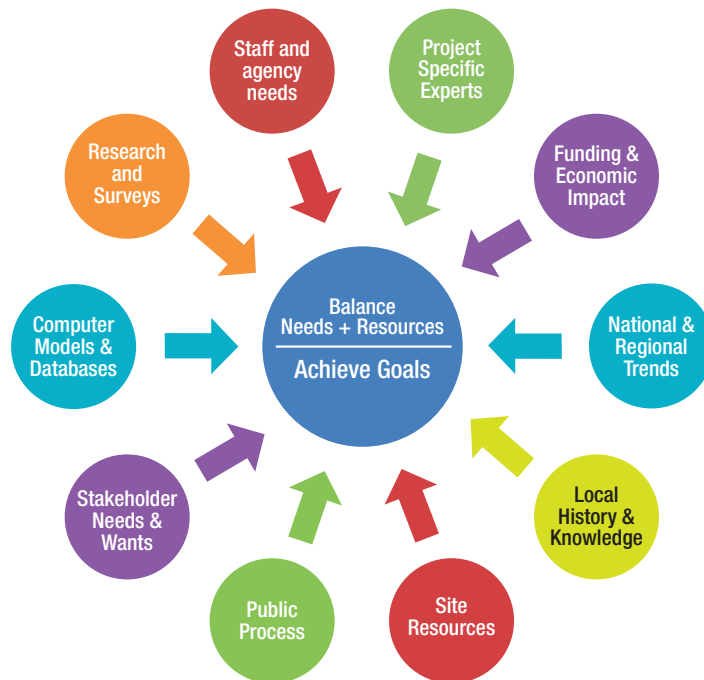
Our firm has experience that is directly relevant to this project. We have completed similar projects for the City of Baltimore, the City of Virginia Beach, the Salt Lake County Parks and Recreation Division, and the Vancouver-Clark Parks and Recreation District in Washington, among others. We have extensive recent work experience in Florida including Broward County, Martin County, Maitland, and West Palm Beach. We utilized our expertise to help these and other communities plan for sustainable development which is socially sensitive and financially sound. We will be able to quickly discern key issues in your community and help you plan to address them in an effective manner.

Experience With Governmental Agencies

Ninety-five percent (95%) of our projects have been performed for public clients. Collectively, the GreenPlay Team offers a comprehensive set of skills built on a foundation of excellent verbal and written communication abilities. We are known for our proven experience in dealing with adjacent and associated public and private entities. Our experience allows us to effectively manage our time while producing plans that are detailed and customized.

Management Approach and Philosophy Toward Parks and Recreation Planning

We believe that parks and recreation assets contribute to the quality of life that makes a community a desirable place to work, live, and play. GreenPlay consultants are all passionate about developing plans and documents that work conceptually and are implementable in each individual community. Our staff members are effective in leading a comprehensive public process to accurately reflect your community's needs. We develop planning and operational options that establish a balance between innovation and experience, conservation and active recreation, design excellence and cost control, as well as creativity and functional accommodation.



GreenPlay, LLC

At **GreenPlay, LLC**, we believe that the best services and products come from using a wide variety of tools. Some recreation consulting firms concentrate on computer models, databases, or surveys. While we believe these tools are valuable, we take our evaluation and assessment tools to the next level by utilizing innovative methods and processes that are most effective for **your** individual community. The results provide a more comprehensive solution for achieving your goals. This schematic illustrates the various tools that GreenPlay uses to help your agency meet its expectations. We balance your needs, and those of your stakeholders, with the reality of available resources.

Conscious Capitalism®

While making money is essential for the vitality and sustainability of any business, it is not the only or even the most important reason GreenPlay exists. As a purposefully small private Conscious Business, we support a culture of Conscious Capitalism with a focus on purpose beyond profit. | www.consciouscapitalism.org



Your GreenPlay Consulting Team is...

- **Dedicated** to your project and committed to addressing the unique issues and opportunities facing **your** community.
- **Experienced** in developing plans and documents that work conceptually and are **implementable** in **your** community.
- **Trained** in conducting effective public process by skillfully leading staff and stakeholder interviews and focus groups.
- **Adept** in cultivating supportive relationships with staff and governing body leadership.
- **Effective** in creating planning and operational options, that **establish a balance** between innovation and experience, conservation and active recreation, design excellence and cost control, creativity and functional accommodation, and that meet the needs of the community with the resources that are available.
- **Respected** for its expertise in strategic visioning, programming, cost recovery analysis, resource management, facility site design, operations, funding options, and bond referendum preparation.
- **Committed** to helping you to achieve your goals on time and within budget, while providing exceptional customer service.

II. Project Understanding and Approach

Project Understanding

We understand that the City of Fernandina Beach is interested in conducting an operational assessment of the Parks and Recreation Department. This assessment will allow the City to determine how the Department is currently operating, and whether or not changes should be made to enhance operational efficiencies. We know that Fernandina Beach is a community of about 12,000 located in northern Florida in the Jacksonville Metropolitan area. We recognize that the Parks and Recreation Department is committed to enhancing the quality of life of residents by providing exceptional services, facilities, and amenities, while preserving the natural environment of the City.

This plan will also allow you to evaluate all of your services and programs to determine which are core services, which are important services, and which are value-added. We understand that the City's Parks and Recreation Department provides a variety of programs and services to residents, including athletics, aquatics, martial arts, gymnastics, and others. Your waterfront location provides opportunities for unique programming and amenities, including beach access and scuba diving.

We will help you to assess your full range of programs and services, along with your operations to help your department run in the most efficient manner.

Proposed Scope of Work

STRATEGIC KICK-OFF AND DETERMINATION OF CRITICAL SUCCESS FACTORS

Upon selection and award, we will provide a **Detailed Work Plan** within 10 days to the Project Team for discussion at a Start-Up Meeting. We will review the details of the work plan and will formalize the timeline and details of the Project Planning Process including:

- Accepted methodologies and task processes
- Final number and types of meetings
- Workshop format
- Final methodology
- Expected quality and formats for deliverables
- Agreement on implementation strategies

Project Coordination

Having worked as professionals on “your side of the table,” we understand how important it is for consultants to be accessible without disrupting your daily responsibilities. We will work closely with your team during Start-Up to identify key “**Critical Success Factors**” that will ensure a successful project that achieves your desired level of involvement and outcomes.

A. REVIEW BACKGROUND INFORMATION

Market Assessment

Demographics and Population Projections

We will identify the constituency of Fernandina Beach's service area users and potential users through a demographic analysis and market profile, utilizing all information available from previous planning efforts and gathered from the City, the U.S. Census Bureau, Esri sources, previous planning documents completed in the service area, and other national and local sources. We will work directly with your leadership to help document growth and redevelopment areas and land use changes. A detailed demographic analysis based on service areas will outline trends and information that could affect the need for facilities and programming.

Trends Analysis

Strategic trends analysis will consider demographic shifts and their impact on future parks and recreation provisions under City management. This analysis will also identify interest and participation levels for a variety of activities, will assess how services are provided through both administrative and planning trends, and will evaluate how the identified developed facilities and amenities compare to national and regional trends. This process includes strategic analysis of local, state, and national best practices and what is new in the field of parks and recreation.

SWOT Analysis

To develop short and long-term strategies for the future planning of facilities and the provision of programs and services, we will conduct a SWOT Analysis of the organization. A SWOT Analysis is an effective and realistic way of identifying the market Strengths and internal and external Weaknesses, and of examining the Opportunities and Threats faced by the organization in the provision of park facilities and services, including potential competition from Florida State Parks, Nassau County, and other service providers in the area.

We will provide an assessment of the current and potential level of park and recreation services, programs, and facilities. By working with staff, we will conduct an analysis to discern possible competition or duplication of services through other public and private program providers, along with recommendations for minimizing duplication and/or enhancing possibilities for collaborative partnerships where appropriate. We will examine and review the current policies, services, participation levels, operations, and structures and will identify opportunities as well as deficiencies for improvements and future needs.

Market Analysis – Gaps, Collaborations, and Saturations

We recognize that background data and current usage cannot alone tell the full story of the needs or opportunities. For this report, GreenPlay will utilize our national parks and recreation experience to analyze and summarize potential market influences for short-term recommendations and set the stage for long-term goals. We will evaluate the potential for competition from other sources such as privately owned facilities, individual municipalities, outdoor recreational service providers, and other potential competitors.

Service Gaps Analysis

Using the results of the focus groups, stakeholder meetings, SWOT analysis, demographics and trends, and your current level of service and standards, GreenPlay will identify and prioritize the unmet needs and potential opportunities in City's service area. These gaps in service can further be identified and later substantiated using the nexus of unmet need and high importance, often determined through a community-wide statistically-valid survey (which can be performed as a separate, optional task).

Facility Structure, Resources, and Policies

Staffing Levels and Assignments Distribution Assessment

This part of the assessment will include a review and evaluation of the current level of service, as provided by the existing Parks and Recreation Department personnel with their current level of responsibilities. We will provide an analysis and recommendations designed to balance the workloads and responsibilities and to improve efficiencies and maximize the provision of service to the community.

Communication and Marketing Effectiveness

We will identify the strengths and weaknesses and provide recommendations for your internal and intra-Departmental communication activities and capabilities as well as external communication with the constituency. We will also provide suggestions and strategies for the City to capitalize your website, social media usage, and discuss other potential social media outlets that may be beneficial to gather information, create engagement, and assist with outreach. In addition, we will evaluate potential marketing strategies that can be used to reach different segments of the community.

Funding Levels and Sources

GreenPlay will review the data provided by the City (direct and indirect costs: debt service; budgets; equipment/fleet/materials, etc.) for current assigned levels of funding and projected funding from the fund sources associated with the various functions and management of park, trail, open space, and recreation facilities within the defined service areas. We will capture information on each distinctive funding source, (including fee schedules), its restrictions, levels of support, and the associated level of services currently delivered to the community through those sources. We will then identify options to best meet the community's needs with more stability for the existing facilities and priority services, including different cost recovery options.

Organizational Structure Assessment, Policies, and Procedures

This in-depth assessment will include an analysis of current policies, procedures, processes, and business plans to ensure an efficient organization of Department resources. Department policies and procedures to be reviewed include:

- Recruitment, training, and retention policies and practices
- Customer service with a focus on registration and reservation procedures
- Recreation program development and programming
- Parks level of service and maintenance standards
- Marketing and promotion practices
- Divisional policies, procedures, and practices
- Facility planning and development

B. REVIEW EXISTING SERVICES AND PROGRAMS

We will assess the City's current and potential level of recreation services, programs, and facilities. We will analyze the best possible providers of services, and make recommendations for minimizing duplication and/or enhancing collaborative partnerships possibilities where appropriate. We will examine current policies, services, participation levels, operations, and structures and identify deficiencies as well as opportunities for improvements and to meet future needs.

We will train staff to use concepts related to a **Public Sector Service Assessment**. This includes a review of organizational services, including activities, facilities, and parklands, that allows an organization to determine when to pursue a market niche, to divest interest, to diversify resources, or to form partnerships. The Assessment utilizes a series of filters to assist in the determination of the organization's level of responsibility in the provision of service.

Services Assessment Matrix

USING 4 CRITERIA: Fit, Tax Support, Market Position, and Alternative Coverage



Where criteria intersect (in the purple boxes) is the most logical Service Provision Strategy

		B LOWER TAX SUPPORT		B HIGHER TAX SUPPORT	
		C Alternative Providers HIGH	C Alternative Providers LOW	C Alternative Providers HIGH	C Alternative Providers LOW
A GOOD FIT	D Market Position STRONG	AFFIRM Market Position 1	ADVANCE Market Position 2	Complementary Development 5	"Core Service" 6
	D Market Position WEAK	DIVEST 3	Invest, Collaborate or Divest 4	Collaborate or Divest 7	Collaborate or Divest 8
A POOR FIT	D DIVEST 9				

Priority order for addressing the criteria is indicated by A, B, C, and D. Numbers indicate Service Provision Strategies

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Results of the Assessment indicate whether the service is “core to the organization’s mission,” or if there is significant duplication of community efforts to provide a service, which may require direction to reallocate resources.

Based on the MacMillan Matrix for Competitive Analysis of Programs, the Public Sector Services Assessment Matrix is based on the assumption that duplication of existing, comparable services (unnecessary competition) among public and non-profit organizations can fragment limited resources available, leaving all providers too weak to increase the quality and cost-effectiveness of customer services. This is also true for public agencies.

The Public Sector Services Assessment Matrix assumes that trying to be all things to all people can result in mediocre or low-quality service. Instead, agencies should focus on delivering higher-quality service in a more focused (and perhaps limited) way. Some of the questions that agencies must address are:

- Q: Is the agency the best or most appropriate organization to provide the service?
- Q: Is market competition good for the citizenry?
- Q: Is the agency spreading its resources too thin without the capacity to sustain core services or the system in general?
- Q: Are there opportunities to work with other organizations to provide services in a more efficient and responsible manner?

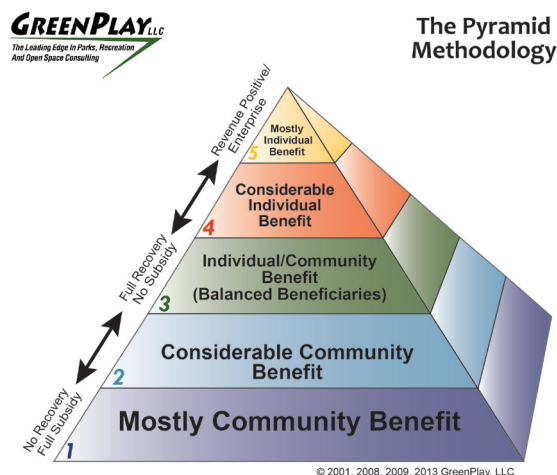
C. REVIEW OPERATIONAL BUDGETS

Current financial resources, which may include allocations, subsidies, and cost recovery levels for all organizational services, are typically analyzed as a part of this process. This part of the project will analyze the following aspects of the Parks and Recreation Department.

The Pyramid Methodology

We will introduce the **Pyramid Methodology** and Model as a way of conducting analysis of the existing and potential budget procedures, resources, capital improvement plans, cost recovery, traditional and alternative funding, pricing methodology, user fees and, laying the foundation for potential fee adjustments or increases.

The principles presented will provide the groundwork to conduct further fiscal analysis of every component of the overall Department services and operations.



Resource Allocation, Pricing, and Cost Recovery Important Threshold Factors

GreenPlay has established and improved the “Pyramid” methodologies to help agencies create an overall philosophy and methodology for developing resource allocation policies, pricing programs, and evaluating cost recovery. We are currently training agencies nationwide in the implementation and use of this straightforward but innovative methodology. We also present it at conferences. This process is invaluable for making tough resource allocation decisions and creating pricing and cost recovery strategies.

These strategies need to be equitable, defensible, implementable at all levels, and should be based on the VALUE of the services to the Department, not just a comparative evaluation of “what has been done before” or “what others are doing.” It is an extension of “activity-based costing,” but takes the analysis further into assimilating the values accepted and defined by your community, along with elected and appointed officials. As part of this project, we will explain and document the methodology, and evaluate your agency’s current and potential methods for fair pricing that helps with appropriate cost recovery.

In addition, we will evaluate and identify potential sources of traditional and alternative funding, including grant opportunities and other resources that may eventually support the implementation of the objectives identified through the information gathering phase.

Alternative Funding and Partnerships

GreenPlay has extensive experience researching options for alternative funding. Alternative Funding typically includes grants, donor programs, and/or partnerships. This may include partnerships with other businesses, governmental (federal, state, school, nearby agencies, etc.), and/or non-profit agencies, along with creation of policies and evaluation processes to help determine if they might be a “good fit.” The GreenPlay Team will identify key partners in the area that could be viable for the organization.

- We will identify key partners in the area as identified through the process of this study and will analyze potentially viable community partnerships.
- We will identify strategies to address Public and Private Partnership opportunities, facilitate such partnerships, and minimize risk.
- We will provide recommendations and sample documents that may be utilized to formulate a Partnership Policy that can be approved and implemented to help minimize risk and streamline the partnership opportunities.
- We will provide traditional and alternative funding sources and mechanisms that can help augment the funding resources available to meet future needs.

Management and Organizational Assessment

We will conduct a review of the Parks and Recreation Department’s internal policy and management guidelines and procedures; organizational structure; annual budgets; performance measures; and other topics identified by Department management as areas for improvement, including the following typically important focus areas:

a) Staffing Levels and Assignments Distribution Assessment

The assessment will include a review and evaluation of the current level of service as provided by existing personnel with their current level of responsibilities. We will provide an analysis and recommendations designed to match

the workloads and responsibilities, to meet Department needs, and to improve efficiencies and maximize the provision of service to the community. We will recommend how different Divisions may be organized to achieve maximum efficiency to ensure successful management strategies.

b) Communication Effectiveness

We will identify the strengths and weaknesses and provide recommendations for your internal and communication activities and capabilities as well as external communication with the municipalities and your constituency.

Articulating Previous Strategies

Most organizations operate within the guidelines of certain program and organizational strategies, although often these have neither been recognized nor articulated as actual strategies. Once an organization is in the process of strategic planning, however, it is time to make explicit these unspoken strategies and to incorporate them into the deliberate consideration of the organization’s future direction. Agencies should look for past operational patterns such as their strategic allocation of resources and analyze whether the past strategies were effective, and then consider whether or not they should be held as strategies for the future.

We anticipate further review of effectiveness of the organizational chart, executive leadership job description, 2nd level manager job descriptions, and overall effectiveness of organizational alignment strategies.

D. REVIEW PROMOTIONAL PLANS

We will review the following information with regard to promotions, sponsorship, and customer service:

- The overall effectiveness of the City’s promotional program for facilities and programs.
- The effectiveness of the basic promotional tools that are being utilized by the City.
- Current sponsorship programs and any partnerships that exist with other organizations such as the city, school district or sports organizations.
- Current level of customer service provided by the department and the staff.

E. PREPARE REPORT AND IMPLEMENTATION STRATEGIES

We will prepare a final report for the City of Fernandina Beach detailing strengths and challenges. Recommendations will include a systematic and strategic action plan to resolve identified challenges and support established strengths, detailing short-term tactics and long-term philosophies. We will provide the Parks and Recreation Department with a solid, implementable plan to effectively meet future commitments.

We will identify and prioritize short-term and long-term recommendations in the Final Report with applicable Appendices, and an Executive Summary. The final report will:

- Determine a realistic organizational and management structure.
- Refine, communicate and educate organizational values, vision, and mission.
- Provide “gap” analysis, and establish and articulate core services.
- Identify efficiencies, opportunities and cost saving measures.
- Recommend policy changes or additions and performance measures.
- Establish resource allocations to meet future commitments and goals.
- Provide step-by-step implementation plan with identification of the responsible parties.

Our assessment will help achieve the Parks and Recreation Department’s goals to consider practices in key areas such as:

- The allocation of Department budget and staff resources.
- The use of contractors compared to staff for services such as public outings, property appraisals, resource assessments, property management (including maintenance activities).
- Efficient planning for fee properties to be transferred to other stakeholders, if applicable.
- Provide recommendations, including a draft work plan with actions, timelines, and costs and savings (one-time and on-going) for continuing areas of success and implementing changes in areas where opportunities for improvement exist.

The deliverables will include well-written text and graphics suitable for public distribution, decision-making assistance, and future staff implementation. In addition, GreenPlay will assist with presentations to all necessary boards, officials, staff, and other stakeholders throughout the project approval process.

Plan Documents:

- Draft Assessment – A color version of the assessment that includes results of the agency and stakeholder input, current conditions, comparable benchmarking, and all other tasks described. It will also include information that will help explain the plan’s content, clarify issues, and exhibit data. One (1) hard copy and one digital copy will be provided.
- Final Assessment – A color version of the Final document consisting of five (5) printed and bound color copies and one (1) electronic word and PDF versions.
- Assessment Presentations:
 - One (1) presentation of the draft report and one (1) additional meeting for a presentation of the final assessment.
 - One (1) presentation to the Parks and Recreation Department and City Council, if needed.

Deliverables for the project include Data and Background materials such as:

- Electronic mail lists or other databases kept for the purposes of contacting the stakeholders associated with the planning process.
- Electronic formats of the Draft and final Document (in Microsoft Word® and in .PDF suitable for distribution).
- Digital copies of all resource data collected and used in the project including project summaries and survey reports, survey responses, public comments, etc.

We understand that your agency would like this plan to be completed within 120 days. We have the proposed staff available, and will allocate appropriate resources to meet the deadlines. We request that the project team be responsive with turnaround on review and approval of work products, and we will work jointly to lay out a mutually agreed upon, detailed date-specific timeline upon award of the project in order to meet this timeframe. Our team recognizes the need to be both flexible and efficient as part of a community planning process. We will conduct and attend the necessary number of meetings in order to complete this project in a way that works specifically for your agency. **We have never missed a project end date due to internal GreenPlay workloads.**

City of Fernandina Beach, Florida Parks and Recreation Department Organizational Assessment				
Tasks and Key Meetings	Jun	Jul	Aug	Sep
Strategic Kick-Off and Determination of Critical Success Factors	X			
A. Review Background Information		X		X
B. Review Existing Services and Programs		X		X
C. Review Operational Budgets		X		X
D. Review Promotional Plans		X		X
E. Prepare Report and Implementation Strategies				X

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III. Project Team Members



Donald L. Jones, PhD

Project Consultant

Work Experience

Don holds a Ph.D. in Movement Science Education from The Florida State University. He is an Adjunct Professor in the School of Recreation, Health, and Tourism at George Mason University in Northern Virginia. He currently teaches Research Methods in Recreation, Parks, Sport and Tourism as well as Recreation Administration and Planning; Planning, Design, and Operation of Leisure Facilities, and Natural Resources Recreation Planning. Don's passion for Parks and Recreation extends back to his youth and the public parks of Richmond, Virginia. Don continues to be involved at the grass roots levels of public planning as he serves on the Advisory Board of the Orange County Florida Parks and Recreation Department. His consulting work has taken him to Japan to assist with the development of a medical fitness center as well as to Rio de Janeiro and Sao Paulo, Brazil where he assisted with Medical Fitness Association Certification for the Companhia Athletica Clubs.

Representative GreenPlay Project Experience

- Bloomington, IL - Comprehensive Parks and Recreation Master Plan
- Chatham County, GA - Parks, Recreation, and Open Space Master Plan
- Walnut, CA - Walnut Ranch Park Expansion Study

Public Sector

- Southwest District in Richmond, VA Recreation Specialist, Center Supervisor, and Sports Coordinator
- Chesterfield County, VA Parks and Recreation Department Athletic Director
**1985-86 Best Operated Department | National Association of Park and Recreation Executives*
- Director for many hospital owned health and fitness facilities to include the Sentara Hampton Health and Fitness Center in Hampton, VA, The Fitness Center and Day Spa in Celebration, FL, and the Tri-City Wellness Center in Carlsbad, CA.
- Freedom Aquatic and Fitness Center. This very successful 110,000 sq. ft. recreation center is part of a unique Tripartite Agreement between Prince William County, the City of Manassas and George Mason University
- Led the Baldrige Quality Initiative for Florida Hospital Celebration Health to improve operational and clinical efficiencies, representing how a public partnership between governmental agencies can serve to benefit the community at large.
- AtlantiCare LifeCenter, New Jersey – served as a Consultant to conduct a business and programming analysis for this 45,000 sq. ft. health and fitness center – 2009 – 2010
- Palet Fitness House, Nakagawa, Japan – conducted a business and programming analysis of the operations with the intent of having this become the first certified Medical Fitness Center in Japan.
- Tri-City Wellness Center, Carlsbad, CA – served as a Consultant to make recommendations to improve corporate memberships as well as enhance wellness initiatives within the community
- Rio de Janeiro and Sao Paulo, Brazil – served as a Facility Examiner on the Medical Fitness Association Certification Team to review and conduct an analysis of the medical fitness operations for clubs from Companhia Athletica for MFA Certification

EDUCATION

- Ph.D. in Movement Science Education, The Florida State University
- M.S. Exercise Physiology, Virginia Commonwealth University
- B.S. History Education, Virginia Commonwealth University
- Leadership Legacy Program – George Mason University – 2014 – 2015
- Leadership Osceola County, FL – Community Vision, Osceola County, FL
- Leadership Institute of the Virginia Peninsula, Virginia Peninsula Chamber of Commerce

AFFILIATIONS AND AWARDS

- Advisory Board Member Orange County, Florida Parks & Recreation Department 2017
- Advocate Member – National Recreation and Parks Association
- New County USA Program Award – Fitness Programs, Chesterfield County Parks and Recreation Department
- Rotary Club of Dr. Phillips, Orlando, Florida – 2016 - Present
- Rotarian of the Year – Bull Run Rotary Club, Manassas, VA
- Parks and Recreation Advisory Board, Hampton, VA
- Editorial Board Member, American College of Sports Medicine's Health and Fitness Center – served three terms
- Board of Directors, Medical Fitness Association 2006
- Community Advisory Board – National Public Radio affiliate – WMFE Radio, Orlando, FL



Art Thatcher, MPA, CPRP

Principal, Project Consultant

Work Experience:

Art is a Certified Parks and Recreation Professional with 30 years of experience in public parks and recreation operations, programming and administration, volunteer board leadership, facility design and operations, and community engagement. Throughout his career, Art has concentrated on strategic and master planning, youth civic engagement and teen comprehensive planning, operations and facility management planning, outdoor adventure recreation development and programming, and community engagement facilitation. Art is a well known speaker at the local, state, and national level, and lecturer in the Parks, Recreation and Tourism Department at Old Dominion University. He was the 2014 President and Chair of the Board of the Virginia Recreation and Parks Society. He has become known as a national expert in working with coastal communities, including those that manage beaches as part of their parks and recreation systems.

- GreenPlay LLC, Project Consultant: 2013 - Present
- Bureau Manager of Recreation and Human Development – City of Norfolk, VA
- Information Technology Project Coordinator – City of Hampton, VA
- Superintendent of Parks & Recreation – City of Hampton, VA
- Operations Director, Norfolk FestEvents Ltd. – Norfolk, VA
- Director of Parks and Recreation – City of Poquoson, VA

Education & Certification

- Old Dominion University, Masters of Public Administration, 2005
- Christopher Newport University, Bachelors of Science, 1981
- Certified Parks and Recreation Professional, National Recreation & Parks Association (NRPA)
- NRPA Director School, 2010; NRPA
- Aquatic Facilities Operator, 2010; NRPA
- Certified Pool Operator, 2013; National Swimming Pool Foundation
- Aquatic Supervisor, 2009; Boy Scouts of America
- School of Sports Management, 1990; NRPA
- Leadership Training Institute, 2014; VRPS
- The Business Institute for Parks, Recreation and Leisure Services, 2002; NRPA
- LEAD, Weldon Cooper Center for Public Service (UVA), 1999
- Lifeguarding/Waterfront, American Red Cross
- CPR/AED/First Aid, American Red Cross
- Wilderness First Aid, Wilderness Safety Council

Representative Project Experience

- Amherst, NY – Recreation and Parks Master Plan Update
- Arlington County, VA – Sports Fields Use Study
- Bethlehem, NY – Parks and Recreation Master Plan
- Carbon Valley Recreation District, CO – Parks and Recreation Master Plan
- Caswell County, NC – Parks and Recreation Master Plan
- Chatham County, GA – Parks and Open Space Master Plan
- Clovis, CA – Parks Master Plan
- Darien, CT – Parks Master Plan
- Encinitas, CA – Parks and Recreation Master Plan
- Encinitas, CA – Financial Sustainability Project
- Erie County, NY – Parks and Recreation Master Plan
- Glenwood Springs, CO – Park, Recreation, Open Space and Trails Master Plan
- Gloucester County, VA – Needs Assessment for Parks, Recreation, and Tourism
- Greenbelt, MD – Recreation and Park Facilities Master Plan
- Maitland, FL – Parks and Recreation Master Plan
- Manassas, VA – Parks, Recreation, & Culture Needs Assessment and Facilities Plan
- Martin County, FL – Parks and Recreation Master Plan
- New Hanover County, NC – Department of Parks and Gardens Master Plan Update
- Oceanside, CA Parks and Recreation Master Plan
- Roanoke Regional Partnership, VA – Outdoor Needs, Operations Capital and Financial Analysis
- Rolesville, NC – Comprehensive Plan, Recreation Component
- San Diego County, CA – Parks and Recreation Master Plan
- San Gabriel, CA – Parks, Recreation, and Open Space Master Plan
- Santee, CA – Parks and Recreation Master Plan Update
- Sioux Falls, ND – Parks and Recreation Master Plan
- Wake Forest, NC – Parks, Recreation, and Cultural Arts Master Plan
- West Palm Beach, FL – Parks and Recreation Master Plan
- Williamsburg, VA – Parks and Recreation Master Plan
- Wilsonville, OR – Parks and Recreation Comprehensive Master Plan
- Winchester, VA – Needs Assessment



Teresa Penbrooke, PhD, MAOM, CPRE

CEO and Founding Managing Member



Experience

Teresa brings substantial career experience and planning expertise to parks, recreation, and related community quality of life projects for large and small communities on a national level. She founded GreenPlay in 1999, and has been integral in the research, quality, recommendations, and implementation of the innovations that GreenPlay contributes to the field. In addition to leading projects and the firm, Teresa teaches and researches best practices around the world. She is a Visitor Chair for the Commission on Accreditation for Parks and Recreation Agencies (CAPRA). She now divides her time between special projects, research, and administration of the firm.

- GreenPlay, LLC (Founder and CEO): 1999 - Present
- GP RED (Secretary of the Board, Faculty, & Researcher): 2008 - Present
- North Carolina State University (Visiting Scholar, Faculty, and Researcher), 2014 - Present
- North Jeffco Park and Recreation District, Arvada, CO: 1996-1999
- City of Broomfield Parks, Recreation, and Senior Services, CO: 1993-1996
- City of Boulder Parks, Recreation, and Mountain Parks Department, CO: 1989-1993

Education

- PhD, North Carolina State University, College of Natural Resources, Parks, Recreation, and Tourism Management, 2017
- Master of Arts, Organizational Management, University of Phoenix, Denver, 1998
- Bachelor of Science, Magna Cum Laude, Kinesiology, University of Colorado, 1993
- NRPA Revenue/Leadership Schools

Professional Affiliations and Recognition

- Board of Regents, NRPA Reitz Pacific Revenue and Marketing School, 2006-2008
- Commission for Accreditation of Parks and Recreation Administration (CAPRA) Official Visitor, 2008 - present
- Top 100 Women-Owned Businesses, *Colorado Biz*, 2003, 2005, 2006, 2007, 2008, 2012, 2013, 2015, 2016
- Received "Outstanding New Professional" and "President's Award" from CPRA, 1997
- Professional Member of NRPA, CPRA, and eight other State Associations
- CitiProgram Certificate in Human Subjects – Social and Behavioral Research (from U.S. Dept. of Health & Human Services) 2018

Representative Project Experience

Teresa has led the firm in completion of over 450 projects for communities of all sizes around the U.S. since 1999. The following are some of the key projects on which she has performed as the Project Manager:

- Director of the Healthy Communities Research Group for GP RED
- United States Antarctica Program – Recreation and Wellness Plan
- Maryland National Capital Park Planning Commission – Prince George's County 2010 and Beyond Plans 1-3; Montgomery County, Strategic and 2030 Business Plan
- Arlington County, VA – Public Spaces Master Plan
- Broward County, FL – Needs Assessment for the Parks and Recreation Division
- City and County of Denver, CO – Multiple projects, including the city-wide Game Plan, the master plan for the Stapleton Airport Redevelopment, and the detailed study of 29 indoor recreation centers
- National Recreation and Park Association, Ashburn, VA – National Inventory and USA Football Grant Project
- Washington DC, National Capital Planning Commission – Capital Space Master Plan for parks and recreation
- Along with many other plans for large and small communities, regions, and states

Education For:

- American Society of Landscape Architects
- Athletic Business
- Colorado Open Space Alliance & Colorado Outdoor Recreation Resource Project
- Environmental Design Research Association
- Innovations Group – Transforming Local Government
- International Coastal and Marine Tourism Congress
- International Transportation and Public Health Symposium
- Metropolitan State College of Denver, Colorado
- National Association of Youth Sports
- National Executive Development School
- National Recreation and Parks Association
- North Carolina State University
- Reitz Pacific (Vice-Chair) & Rocky Mountain Revenue and Management Schools
- World Leisure Organization
- Numerous State and Regional Parks and Recreation Associations

Key Topics: Master and Strategic Planning; Trans-Disciplinary Alignment; Public Health; Cost Recovery, Traditional and Alternative Funding; Creating Community through Level of Service Analysis; Tools for Communication; Tourism; Leadership; Technology and Trends

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IV. Representative Project Experience

CITY OF VIRGINIA BEACH, VIRGINIA PARKS AND RECREATION ORGANIZATIONAL DEVELOPMENT STUDY

Contact

Michael Kalvort, Parks and Recreation Director
Municipal Center, Bldg 21
2408 Courthouse Drive
Virginia Beach, VA 23456
(757) 385-1122 | mkalvort@vbgov.com

Project: The 2008 Strategic Plan set the foundation to transition the Virginia Beach Parks and Recreation Department from its first 50 years of acquisition and development of its physical infrastructure and a wide variety of programs to a focus on sustainability while meeting the needs of a changing community. In the face of the ensuing recession, implementation of the Plan has resulted in many successful efforts, but has also fallen short in some areas and created unintended consequences. GreenPlay developed the 2014 Strategic Plan Update to assess and refine the Virginia Beach Parks and Recreation operations and business practices through an Organizational Development Study, evaluating its organizational structure and service provision strategy to ensure that it is running at an optimal level and that the system is grounded in economic, environmental, and social sustainability.

The project consisted of staff and stakeholder meetings and detailed assessments of organizational structure and staffing practices. Staff members were introduced to the Public Sector Services Assessment to provide an overview of core services and potential gaps. A new vision and mission for the Department, framed by four community priorities, was adopted as an outcome of intensive community dialogue. A significant realignment of staff and resources was put into place to adapt to the new environment of shrinking resources, shifting demographics and evolving community priorities. This report documented findings and key issues provided recommendations focused on:

- #1: Efficiency & Effectiveness
- #2: Programs
- #3: Customer Service & Retention
- #4: Revenue Generation



**BALTIMORE CITY RECREATION AND PARKS
DEPARTMENT
BALTIMORE, MARYLAND
SERVICES ASSESSMENT AND RECREATION
AND AQUATIC FACILITIES ANALYSIS AND
PLAN**

Contact

Kate Brower, Urban Planner
2600 Madison Ave.
Baltimore, MD 21217
(410) 396-0803 | Kbrower@baltimorecity.gov

Project: GreenPlay, LLC, helped Baltimore City Recreation and Parks (BCRP) conduct a comprehensive Service Assessment to clearly define core programs and services based on its values, vision, and mission. The overall goals of the Services Assessment process were to: a) Train and empower staff to learn and utilize the Services Assessment tools independently in the future; and b) Incorporate a systematic methodology in determining whether a new program or service should be added and what the provision strategy should be. A series of four staff training workshops, two community meetings, a Leadership Summit, meetings with the Mayor's Office and City Council members, a Youth Summit, and staff interviews were conducted over the course of the Services Assessment process. Through an intensive review of services, programs, facilities, and parklands, provision strategies such as enhancement or reduction of service, collaboration, and advancing or affirming market position were identified to allow staff to move forward with confidence in meeting the future needs of its citizens.

In addition to the Services Assessment, GreenPlay facilitated a data driven analysis which resulted in priorities for capital facility development in a supplemental Recreation and Aquatic Facilities Analysis and Plan. GreenPlay worked with JMT of Baltimore to conduct a GIS-based data analysis and ranking of community indicators to determine gaps in recreation and aquatic facility service areas throughout the City. Baltimore is now positioned to follow through on recommendations for type, location, and construction to meet its commitment to maximize resident access to recreation facilities.



PARKS AND RECREATION DIVISION SALT LAKE COUNTY, UTAH ORGANIZATIONAL DEVELOPMENT STUDY

Contact

Michele Nekota, Former Director
1000 Uluohia Street, Suite 309
Kapolei, HI 96707
(808) 768-3003 | parks@honolulu.gov

Project: This Parks and Recreation Organizational Development Study was an analysis of the management, organizational infrastructure, internal and external communication mechanisms, staffing levels, operational practices, and working culture of the Salt Lake County Parks and Recreation Division. The study focused on short and long-term implementation strategies designed to improve internal operations, enhance service delivery, and create operational efficiencies. This study aligned available and future resources with core services and commitments to include desired level of service, future direction, facilities, operations, etc.



The study also looked externally to the Division's municipal and unincorporated county partners and counterparts to provide insight for developing the values, vision, and mission of the organization and to identify duplication in service or over-saturation, community needs, and county market niche. The study also completed a comparative analysis to similar organizations. Through this analysis, it became apparent that in the future, the County should benchmark against itself over time using section or job specific performance measures consistent with their desired service or operational standards, rather than comparing themselves against other communities. Setting standards for operations and performance, maintenance, cleanliness, level of service, and program outcomes would help ensure that the County maintains a high level of resident satisfaction. Demographic information, as well as relevant park and recreation trends included in the study, were meant to link specific trends to Salt Lake County market profiles. Implications of the trends were broken down to help analyze recreation and leisure needs specific to Salt Lake County and help identify recommendations.

In February, 2009, members of the leadership and staff invited participation and formed a "Blue Ribbon Committee" with representatives from sixteen cities, unincorporated areas in the county, and special districts spanning the Salt Lake County service area. The groups then identified the key values of park and recreation services, and helped to create the vision for these services throughout the County.

The process included gathering data from Division employees and managers as well as community users to determine employee morale, productivity, service, and community satisfaction. The project team utilized this information to produce a systematic implementation plan, helping to ensure that the Division would move forward to meet the organizational and management needs of the Salt Lake County community.

OAKLAND COUNTY, MICHIGAN SERVICE PORTFOLIO AND WATERPARK ASSESSMENT

Contact

Melissa Prowse, Business Development Representative
2800 Watkins Lake Rd.
Waterford, MI 48328
(248) 858-4630 | prowsem@oakgov.com

Service Portfolio Project: The primary goal of Oakland County Parks and Recreation Commission (OCPRC) Service Portfolio project was to establish resource allocation and cost recovery priorities, identify core services, and establish organizational sustainability through a logical and thoughtful philosophy that supports the core values, vision, and mission of OCPRC and its community. Being a forward thinking agency, it was critical that OCPRC conduct this study to ensure the sustainability and the future of the Parks and Recreation Commission. This study reviewed and assessed all OCPRC's services including programs and facilities, confirmed OCPRC's overall mission, refined the agency vision, created categories of services based upon the level of community versus individual benefit, defined direct and indirect costs, and evaluated current pricing methods.

WaterPark Assessment Project

For this phase of the project, GreenPlay and Water Technology Inc. evaluated the two stand-alone waterparks and a beach/slide operation located at a regional park focusing on camping, all operated by Oakland County. An assessment of the physical and operational aspects of the facilities was conducted, and recommendations were made to enhance them. The overall experience of the public was also evaluated, and strategies were developed to improve the ability for the facilities to remain or become sustainable. The physical amenities are intended for people of various ages, and recommendations were made with a focus on the current conditions as well as resident-supported improvements. *Team members included Water Technology Inc.*



GreenPlay performs a variety of projects that are specific to challenges occurring within organizations. We are, first and foremost, management consultants. If your organization has a challenge or needs solutions, we can help. We bring strong national expertise, but work one on one with you to help your community run more smoothly.

Examples of past projects include:

- **Alexandria, Virginia** – Resource Allocation and Cost Recovery Philosophy, Policy, and Model
- **Arizona State Parks, Arizona** – Development of Comprehensive Pricing Policy and Cost Recovery Philosophy Facilitation
- **Arlington, Texas** – Cost Recovery Model, Pricing Philosophy, and Policy Development
- **Arlington, Virginia** – Pricing and Cost Recovery Philosophy and Plan Facilitation
- **Athens, Clarke County, Georgia** – Pricing and Cost of Service Plan Facilitation
- **Baltimore City Recreation and Parks, Baltimore, Maryland** – Professional Assessment and Financial Planning Services
- **Bend Metro Parks and Recreation District, Oregon** – Pricing and Cost Recovery Workshops - Senior Center Agreement Facilitation
- **Berks County, Pennsylvania** – Sponsorship Plan
- **Bismarck Parks & Recreation District, Bismarck, North Dakota** – Aquatic Program and Facility Review
- **Bismarck Parks & Recreation District, Bismarck, North Dakota** – Fees and Charges Analysis, Pricing Structure, and Strategies Review
- **YMCA of Boulder Valley, Boulder, Colorado** – YMCA Board Facilitation
- **Breckenridge, Colorado** – Public Involvement Process
- **Carbon Valley Recreation District, Colorado** – Organizational/Management Assessment
- **Carbon Valley Recreation District, Colorado** – Interim Director
- **Carlsbad, California** – Park Development and Operational Funding Options and Strategies
- **Colchester, Vermont** – Impact Fee Study
- **Commerce City, Colorado** – Parks and Recreation Department Organizational Capacity
- **Commerce City, Colorado** – Parks and Recreation Department Survey Design
- **Commerce City, Colorado** – Parks and Recreation Department GRASP Data Update
- **Commerce City, Colorado** – Parks and Recreation Department Existing and New Recreation Center Programming Plan
- **Consortium for Older Adult Wellness** – Partnership Facilitation
- **Coppell, Texas** – Cost Recovery Study
- **Corvallis, Oregon** – Cost Recovery Philosophy
- **Crown Mountain Recreation District, Colorado** – Executive Director Recruitment
- **Denver, Colorado** – Core Services and Cost Recovery Study
- **Denver, Colorado** – Cost Benefit Analysis for Recreation Services and Programs
- **Denver, Colorado** – Parks and Recreation History Project
- **Denver, Colorado** – Partnership Agreement Facilitation
- **Denver, Colorado** – Recreation Center Neighborhood Involvement Program
- **Denver, Colorado** – Resource Allocation and Priorities Plan
- **Desert Recreation District, California** – Cost Recovery Study
- **Discovery Bay, California Community Services District** – Report and RFP Facilitation for Operational and Management Services Procurement Process Considerations
- **Durham, North Carolina** – Program Evaluation
- **Encinitas, California** – Financial Sustainability Project
- **Evans, Colorado** – Park Impact Fee Study
- **Evergreen Park and Recreation District, Evergreen, Colorado** – Staff and Board Facilitation
- **Evergreen Park and Recreation District, Evergreen, Colorado** – Community Survey - In conjunction with National Research Center
- **Fairfax, Virginia** – Master Planning Workshop Facilitation

Continued...

- **Fraser Valley Metro District | Fraser, Colorado** – Pricing & Cost Recovery Staff and Board Retreat
- **Glenwood Springs, Colorado** – Facilitation and Creation of a Cost Recovery Philosophy and Policy
- **Indiana University** – Healthy Communities Surveillance Tool Kit Research
- **Irvine, California** – Community Services Department Cost Recovery Analysis
- **Jefferson County, Colorado** – Community Services Department Cost Recovery Analysis
- **City of Kent, Washington Parks, Recreation, and Community Services** – Resource Allocation and Cost Recovery Philosophy, Model, and Policy
- **City of Largo, Florida** – Staff Planning Retreat Facilitation
- **Foothills Parks & Recreation District, Littleton, Colorado** – Pricing Philosophy Presentation and Workshop
- **Lisle Park and Recreation District, Lisle, Illinois** – Cost Recovery Model, Resource Allocation, and Revenue Enhancement Study
- **Landmark Properties Group, Inc. | Littleton, Colorado** – Parks and Recreation Service Provider Research
- **La Porte, Texas** – Organizational Audit
- **Lochbuie, Colorado** – Analysis of Creation of a Special District
- **Lochbuie, Colorado** – Implementation Research for Parks, Trails & Open Space Master Plan
- **Metro Parks Tacoma, Washington** – Nature Education, Outdoor Recreation, and Ecotourism Business/Program Plan
- **Mississippi Department of Wildlife, Fisheries, and Parks** – Fiscal Operations Assessment for State Parks
- **Montrose Parks & Recreation District, Montrose, Colorado** – Pricing and Cost Recovery Workshops
- **National Inventory for the National Recreation and Park Association** – National Football League and USA Football Community Football Assessment Partnership Fulfillment and National Strategies
- **State of New Hampshire** – Statewide Comprehensive Outdoor Recreation Plan Editorial and Writing Assistance
- **New Orleans, Louisiana** – Management Planning, Operational Feasibility, and Financial Pro forma for the Lafitte Greenway - *In conjunction with Design Workshop*
- **North Clackamas Recreation District, Oregon** – Cost Recovery Model and Resource Allocation Philosophy Development
- **City of Northville and Charter Township of Northville, Michigan** – Parks & Recreation Organizational Review and Long Term Strategy
- **Oak Park District, Oak Park, Illinois** – Trends Analysis for a Parks and Recreation Master Plan
- **Oakland County Recreation Commission, Michigan** – Resource Allocation, Cost Recovery, and Services Assessment
- **Oklahoma City, Oklahoma** – Aquatics Strategic and Marketing Plan
- **Oswegoland Park District, Illinois** – Applying the Pyramid Methodology
- **Peoria, Arizona** – Management and Operations Planning
- **Three Rivers Park District, Plymouth, Minnesota** – Pricing and Cost Recovery Policy Development
- **Raleigh, North Carolina** – Parks and Recreation User Fee Study
- **Redmond, Washington** – Cost of Service Methodology for Parks and Recreation Fees
- **Roanoke Regional Partnership** – Outdoor Needs, Operations, Capital and Financial Analysis Plan
- **Salt Lake County, Utah** – Organizational Development Study
- **San Diego County, California** – Cost Recovery, Resource Allocation, and Revenue Enhancement Study of the Department of Parks And Recreation
- **South Jordan, Utah** – Cost Recovery, Pricing Philosophy, and Policy Development
- **South Jordan, Utah** – Cost Recovery and Resource Allocation
- **South Suburban Parks & Recreation District, Arapahoe County, and City of Centennial, Colorado** – Study of Parks and Recreation Services
- **South Suburban Parks and Recreation District, Colorado** – Parks and Recreation Expert Witness
- **Superior, Colorado** – Public Process Facilitation for Town 9 Park Development
- **Spokane, Washington** – Best Practices in Planning Facilitation and Presentation

Continued...

- ***Three Rivers Park District, Minnesota*** – Pricing Philosophy and Cost Recovery Policy Development
- ***Tualatin Hills Park and Recreational District, Oregon*** – Financial Sustainability Analysis
- ***Tulsa, Oklahoma*** – Operational Consolidation Analysis
- ***Uintah Recreation District, Vernal Utah*** Board/Staff Retreat
- ***Valley Wide Park and Recreation District, San Jacinto, California*** – Partnership Assessment
- ***Vancouver-Clark Parks and Recreation Department, Washington*** – Organizational Assessment
- ***Virginia Beach, Virginia*** – Parks and Recreation Organization Assessment
- ***Westminster, Colorado*** – Citizen Survey Assistance
- ***Private Citizen, Wheeling, West Virginia*** – Expert Witness Eminent Domain
- ***Willamalane Park and Recreation District, Springfield, Oregon*** – Pricing Philosophy and Cost Recovery
- ***Willamalane Park and Recreation District, Springfield, Oregon*** – Cost Recovery Plan Update
- ***Wimberley, Texas*** – Blue Hole Regional Park Business Plan - *In conjunction with Design Workshop*
- ***YMCA - Windsor, Colorado*** – Recreation Programming and Service Assessment

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V. Fee Proposal

TASKS	Total
Strategic Kick-Off and Determination of Critical Success Factors	\$3,150
A. Review Background Information	\$4,725
B. Review Existing Services and Programs	\$10,500
C. Review Operational Budgets	\$5,250
D. Review Promotional Plans	\$2,625
E. Prepare Report and Implementation Strategies	\$8,749
Totals	\$34,999

This project is billed as Firm-Fixed Fee, meaning that all travel, reimbursables, and deliverables are built into the per task.

Fee Basis

GreenPlay does not bill on an hourly basis. We have established an inclusive fee schedule that covers the salaries of our professional project staff and of support staff who enable them to function effectively and efficiently. We consider the prevailing rates in our industry and the level of specialized expertise that we provide.

For projects which require more than 100 hours of work, GreenPlay proposes using a **Firm-Fixed Price** model for compensation. This means that the contract is based on a projected number of hours, but the compensation is actually based on the completion of pre-determined contracted tasks identified in the Scope of Work and within a pre-specified timeline.

This typically works well for the client, ensuring that all work is accomplished regardless of the time required to complete each task. In the event that the contracted **Scope of Work** is changed by the client during the project, GreenPlay can adjust total contract fees accordingly based on our regular hourly rates. This project is proposed as a Firm-Fixed Fee project; therefore, individual hourly rates and projected number of hours are not applicable.

Our rates include:

- All deliverables as outlined in the Scope of Work.
- Professional staff, sub-consultant, and administrative salaries.
- All office overhead, equipment, utilities, and consulting insurances.
- Taxes, employee benefits, and Worker's Compensation.
- Administrative support staff and supplies, and local travel.
- Work Products and meetings as outlined in the Scope of Work.
- All travel costs are built into the firm-fixed fee.

Rates do not include:

- Materials and services outside of the pre-specified Scope of Work (may include extra meetings, requested copies and printing of work products).
- Geotechnical services and reports.
- Topographic and boundary surveys (site surveys).
- Site Testing.
- Project related legal and safety consultant services.
- Permits and fees borne by the agency.
- Detailed schematic and construction documents.

As a baseline:

GreenPlay's rate for additional services is based on an average of \$150 per hour if not proposed as "firm-fixed fee." For sub-consultants, hourly rates range from \$60 to \$150 per hour, depending on the task. As this project is based on a firm-fixed fee, our consultants will dedicate the necessary time to complete the project. Our sub-consultant team members set their hourly rates according to their individual firm fee schedules. While the hourly rates may sound high, when considering the costs for implementing additional experienced and professional full-time staff, benefits, insurances, office space, computers and equipment, support staff, utilities, etc., we find that this rate is usually comparable to or lower than what an agency would spend for in-house staff. An additional benefit is that when the project is finished, the expense ends. GreenPlay typically submits an invoice for payment to the project manager/primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month. Other structures for compensation and payment can be negotiable prior to contract award.

GreenPlay Policy on Project Delays

GreenPlay team members strive to complete our projects in a timely and efficient manner. We will work with your Project Manager to set an expedient and realistic "contracted end date" during our Strategic Kick Off session. This policy takes into consideration delays due to operational and approval constraints, scheduling, and other internal and external factors.

There is an added cost for GreenPlay when projects are extended beyond a contracted end date, including staff reassignment, loss of capacity to perform other work, and administrative schedule changes that may impact other projects. Our policy on project delays can be discussed during the Contract Negotiations phase.

VI. Attachments A - H

CITY OF FERNANDINA BEACH, FLORIDA

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a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

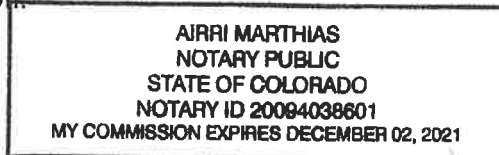
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or 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.)

Christine Dragashti 05/25/2018
Signature Date:

STATE OF ~~FLORIDA~~ COLORADO
COUNTY OF BOULDER

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 25th day of MAY, 2018, and is personally known to me, or has provided her CO DRIVER LICENSE as identification.



[Signature]
Notary Public
My Commission expires: 12/02/2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
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PARKS & RECREATION CONSULTANT

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 Parks and Recreation Consultant
2. This sworn statement is submitted by (entity) GreenPlay, LLC whose business address is 1021 E. South Boulder Rd., Suite N Louisville, CO 80027 and (if applicable) Federal Employer Identification Number (FEIN) is 84-1568509 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Christine Dropinski and my relationship to the entity named above is Sr. Principal and Managing Member
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of

CITY OF FERNANDINA BEACH, FLORIDA
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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: GreenPlay, LLC

CITY: Louisville STATE: CO ZIP CODE: 80027

SIGNATURE:  PHONE: 303-439-8369

NAME (TYPED OR PRINTED): Christine Dropinski TITLE: Sr. Principal and Managing Member

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
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PARKS & RECREATION CONSULTANT

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP #18-10

Project Description: Parks and Recreation Department Organizational Assessment

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: GreenPlay, LLC

Authorized Signature: 

Title: Sr. Principal and Managing Member

Date: 05/25/2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

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: Christine Dropinski Title: Sr. Principal and Managing Member

Signature:  Date: 05/25/2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP #18-10.

This sworn statement is submitted by (entity) GreenPlay, LLC whose business address is 1021 E. South Boulder Rd., Suite N, Louisville, CO and (if applicable) Federal Employer Identification Number (FEIN) is 84-1568509 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Christine Dropinski and my relationship to the entity named above is Sr. Principal and Managing Member

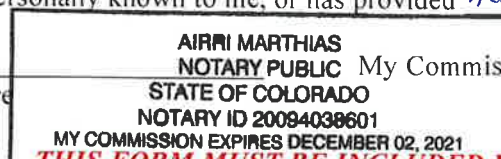
1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Christine Dropinski 05/25/2018
Signature Date:

STATE OF ~~FLORIDA~~ COLORADO
COUNTY OF BOULDER

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 25th day of MAY, 2018, and is personally known to me, or has provided her CO DRIVER LICENSE as identification.

[Signature]
Notary Signature



My Commission expires: 12/02/2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP #18-10.

This sworn statement is submitted by (entity) GreenPlay, LLC whose business address is 1021 E. South Boulder Rd., Suite N, Louisville, CO and (if applicable) Federal Employer Identification Number (FEIN) is 84-1568509 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Christine Dropinski and my relationship to the entity named above is Sr. Principal and Managing Member

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.

Christine Dropinski

Signature

05/25/2018

Date:

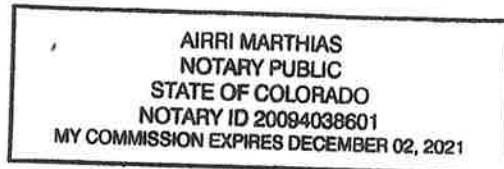
STATE OF ~~FLORIDA~~ COLORADO
COUNTY OF BOULDER

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 25th day of MAY, 2018, pm and is personally known to me, or has provided her CO DRIVER LICENSE as identification.

[Signature]

Notary Signature

My Commission expires: 12-02-2021



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

GreenPlay, LLC

05/25/2018

Firm

Date



Christine Dropinski

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

RFP 18-10

PARKS & RECREATION CONSULTANT

EXHIBIT "A"

CONTACT SHEET/PROPOSAL FORM

PARKS & RECREATION CONSULTANT: \$ 34,999

Name: GreenPlay, LLC

Federal Taxpayer ID: 84-1568509

Mailing Address: 1021 E. South Boulder Rd., Suite N

City, State, & Zip Code: Louisville, CO 80027

Telephone: 303-870-3884 **Fax:** N/A

Email: teresap@greenplayllc.com

Submitted By: Teresa L. Penbrooke

Title: CEO and Founding Managing Member

FIRM Accepts Credit Cards*: Yes No ☒ X

Accounting Contact:

Name: Jana West **Title:** Office Manager and Book Keeper

Email Address: janaw@greenplayllc.com **Phone:** 303-439-8369

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



Institute for Building Technology and Safety
45207 Research Place, Ashburn, VA 20147
703.481.2000

City of Fernandina Beach, FL

RFP: 18-10 Parks & Recreation
Consultant

Proposals Due: May 31, 2018, 2:00pm

IBTS Contact: Brian Holtzapfel
404.804.4991
bholtzapfel@ibts.org



Caroline Best, CMC
City Clerk
City of Fernandina Beach | 204 Ash Street | Fernandina Beach, Florida 32034

May 31, 2018

ATTN: RFP 18-10 (Parks and Recreation Consultants)

Madam Clerk:

It is our great pleasure to submit this proposal for Parks and Recreation Consulting Services to the City of Fernandina Beach. Your community has established a strong vision as a livable, sustainable community, with recreation and culture as critical elements of your strategy. Fernandina Beach recognizes that to deliver on this vision, a culture of operational and financial sustainability is necessary. Our proposal is aimed at supporting you in your efforts to identify the best path toward delivering first-rate recreation programming, while demonstrating clear value to the taxpayers of Fernandina Beach.

IBTS stands ready to collaborate with your team in development of an analysis of current operations, and recommendations for opportunities to manage costs while delivering on your promise of service excellence. We will build on our firm's 40-year track record of serving government in the development of innovative service delivery strategies. Our value to Fernandina Beach is clear:

- › As a nonprofit, we are **built by local government to serve local government**. Our Board of Directors, including representatives from the International City Management Association (ICMA), National League of Cities (NLC), and National Association of Counties (NACo), set a "mission over margin" philosophy – where the needs of our client, and the local government sector as a whole, replace profit motive and shareholder expectations.
- › Our team is **not a traditional collection of consultants** versed in theory. We are former city managers, parks directors, finance directors, and elected officials with strong track records of delivering results to demanding constituencies.
- › Our nonprofit **mission values trust through transparency**. Our motives are clear – to support local government in delivery of the best possible services, programs, and facilities. Your team and your community will have total access to our means, methods, schedules, and costs. This trust ensures that our recommendations are valued as independent observations aimed only at improving services to your community.

We will provide the City of Fernandina Beach with an independent evaluation of your recreation operation, along with recommendations to support your goals of financial and operational sustainability. This effort includes:

- › An intensive data and information gathering exercise, utilizing our skilled city management and recreation experts, bolstered by our in-house market research arm.
- › Fueled by clean, quality data, and supported by industry expertise and best practices, we will develop an organizational and operational assessment – benchmarking Fernandina Beach's recreation offerings against peer cities and industry standards.
- › Within the context of existing conditions mapped to best practices, we will provide the City with a series of recommendations to support your long-term strategic goals.

We look forward to discussing this opportunity with you, and to collaborating with Fernandina Beach to support the best possible recreation services for your community. Please do not hesitate to contact me with any questions or clarifications.

Sincerely,

Matt Horn
Deputy Director, Local Government Solutions



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Introduction

The City of Fernandina Beach's *Vision 2030* comprehensive plan, as informed by your 2015 Parks Master Plan, challenges the City's leadership to support development of a "...livable and sustainable community...a vibrant and balanced City..." by "...improving its social and natural environment...revitalizing older neighborhoods...and by preserving or enhancing its natural, historic, and cultural resources so that they may be enjoyed by future generations." The efficient and effective delivery of parks and recreation programs, services, and facilities is critical to achieving this laudable vision.

The Institute for Building Technology and Safety (IBTS) is a 501 (c)(3) nonprofit firm with a focus on providing service to local governments; supports them in pursuit of their vision and goals. We accomplish our mission through the provision of high-quality local government operational and advisory support, driven by your community's mission, goals, and needs. We provide communities across the nation with the design and delivery of a full range of municipal services, including parks and recreation related programming. Our team has decades of experience in developing recreation programs from the ground up, and in retooling existing recreation departments to drive value and operational sustainability. Our goal is to ensure you and your residents get the best possible service offerings. To provide the City with data-driven recommendations using the most accurate data available, IBTS will team with our wholly owned subsidiary, BuildingInsight – a leading market research firm that supports public and private clients in organizational assessments and the development of critical data for continuous process improvement.

We accomplish our mission through the provision of high-quality local government operational and advisory support, driven by your community's mission, goals, and needs.

For the City of Fernandina Beach, IBTS is proposing a full operational evaluation that kicks-off with face-to-face conversations that bring key staff and other decision-makers, stakeholders, and partner agencies to the table. These conversations serve as the basis for a series of staffing, policy, facility, and program reviews that will culminate in recommendations that will drive operational and economic sustainability. Proposed project elements include:

► **Phase I: Information Gathering and Assessment**

- Our team will facilitate a kickoff meeting that establishes the parameters of this effort. We will engage in open dialogue with the full City team to ensure we share a set of expectations as to how the project will be developed, what the expected outcomes include, and how we will communicate as team members.
- IBTS team members will assess the organizational structure and offerings through a series of individual meetings, focus groups, and other opportunities for dialogue and analysis. This will support us in beginning to develop a picture of organizational expectations for service delivery.
- With data developed from a range of tools, we will facilitate work sessions to allocate programs and services across three buckets: core/essential services, important services, and value-added services.
- Our team will create an overview of existing conditions relative to organizational structures and the impacts of the current department service delivery platform.

► **Phase II: Operational Analysis**

- Building on the data and information gained in Phase I, we will evaluate the department and its offerings as they relate to the City's established priorities of sustainability, efficiency, and organizational alignment.
- Similarly, we will establish recommendations related to organizational design and staffing, service contracts, partnerships, and volunteer support. We will also evaluate program and facility management and provide an evaluation of cost recovery by core service and core facility.



- Building on a review of the department's existing policies and procedures, we will establish recommendations for improvements to overall department management, staffing utilization, work planning, and management of existing programs and facilities.
- Using information gained throughout the process, we will establish recommendations related to organizational structure and staffing to optimize program delivery while achieving the highest level of efficiency.

▶ **Phase III: Reporting**

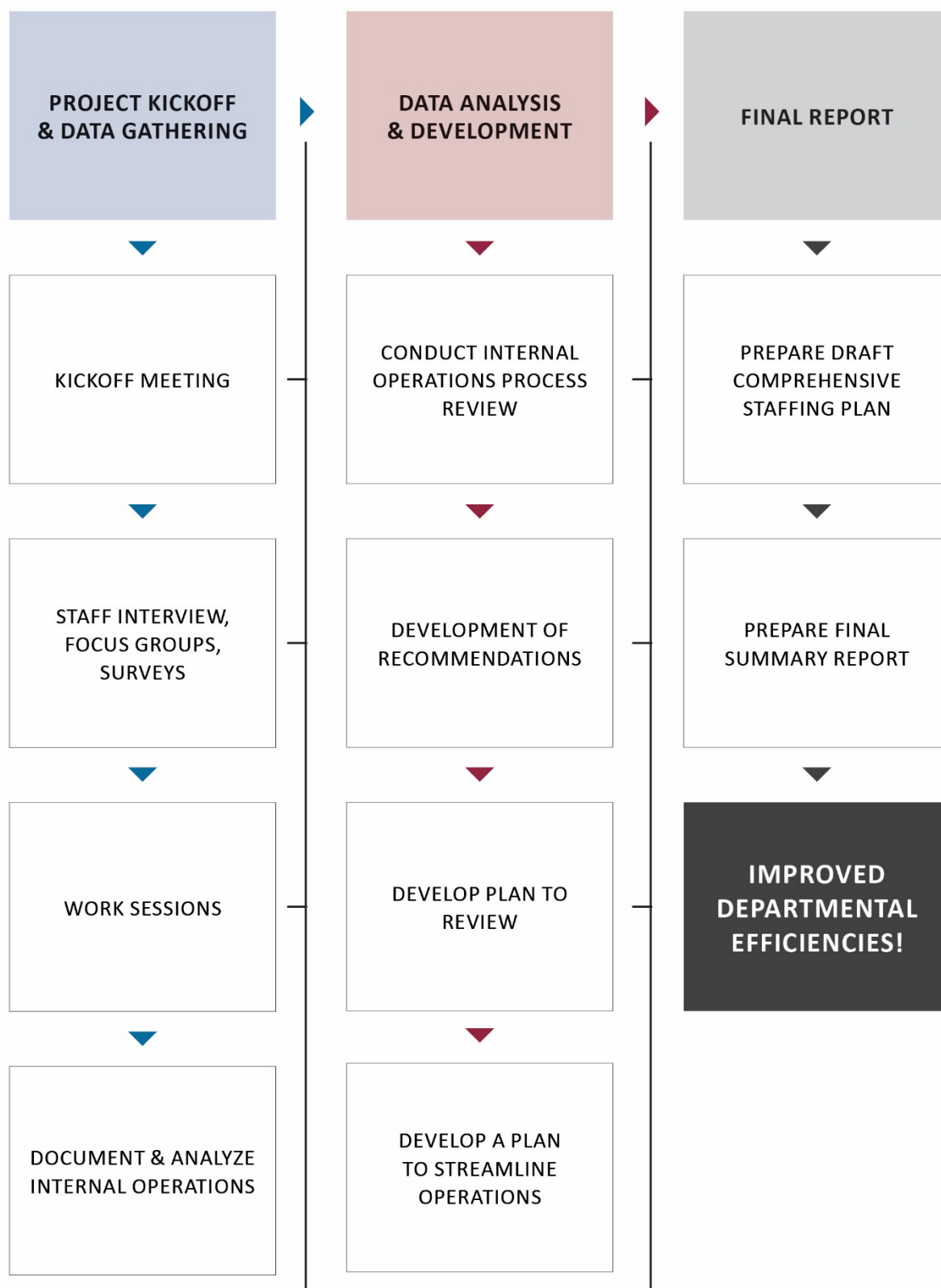
- IBTS will prepare a comprehensive highly visual, engaging report on existing conditions and recommendations for improvement. City leadership will receive a draft report on which to offer feedback, after which a final report will be made available in a range of formats to support the City's desire for distribution.

The City of Fernandina Beach will have your choice of partners from a broad range of proposals. IBTS stands ready to deliver the best departmental assessment, and the most practical, valuable set of recommendations. This results from a value proposition built upon:

- ✓ Our "mission-over-margin" approach. We are led by a Board of Directors representing local government advocates including the International City Management Association (ICMA), the National League of Cities (NLC), and the National Association of Counties (NACo); among others. Our Board and our executive leadership serve to keep us mission-focused. With no shareholders to benefit, we can dedicate the entirety of our effort to delivering the greatest value to you and your community.
- ✓ Our deep bench of local government practitioners. While this is a consulting engagement, IBTS is far from a consulting operation. Our team is made up of former city managers, recreation leadership, finance directors, and elected officials, all who have real-world experience in delivering on the promise of value for taxpayer investment.
- ✓ Our commitment to trust via transparency. The questions you have to answer are never easy. In order to achieve operational sustainability and continuous process improvement, issues related to resource allocation, staffing, and investment will all need to be addressed. You need a partner who is committed to honest data gathering, analysis, and open communication with City leadership. As a nonprofit, IBTS's only goal is your success—we succeed when you succeed.

The following proposal seeks to support the City of Fernandina Beach's efforts in long-range operational and financial sustainability. The elements described herein will provide City leadership with the data, information, and recommendations necessary to deliver on the promise of your *Vision 2030* comprehensive plan, and on your commitment to a vibrant city in which your constituents can live, play, and lead healthful lives.

Work Plan



Phase One: Project Kickoff and Data Gathering

The purpose of phase one is to work with the City of Fernandina Beach to determine the goals, objectives, and expectations that will help guide the actions and decisions that come from this project. In addition, IBTS will perform interviews, work sessions, and documentation of internal operations to give us a better understanding of the current state of operations.



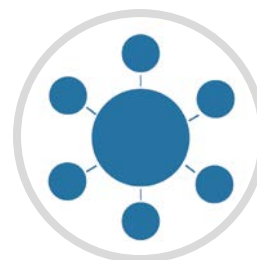
Staff Interviews, Focus Groups, and Surveys

- ▶ To gain a better understanding departmental positions and organizational structure – as well as to assess what are core/essential services, important services, and value-added services – we will perform individual staff interviews, conduct staff focus groups, and utilize staff surveys. IBTS will be prepared to meet with City and departmental staff members at the discretion of City leadership.



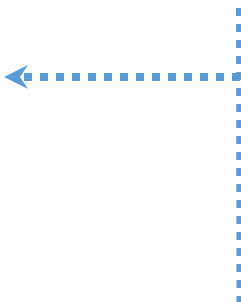
Kickoff Meeting

- ▶ This meeting will be held with city designated officials to introduce our team and determine the project goals, objectives, and expectations that will help guide actions and decisions. At the kickoff meeting, our team will confirm with city representatives your expectation of outcomes, communications, data collection, and assessment methodology.



Work Sessions

- ▶ Work sessions will be held to determine what are considered core/essential services, important services, and value-added services. To support this effort, we will utilize general observations, individual interviews, and job analysis surveys.



Document and Analyze Internal Operations

- ▶ From the information gathered through interviews, focus groups, and work sessions, we will be documenting and analyzing the internal operations of the Parks and Recreation Department for the City of Fernandina Beach. The analysis will include the following areas:
 - Current staffing levels, including paid and volunteer positions and schedules
 - Staff capabilities, including experience, performance, past training, education, and certifications
 - Recent staffing and organizational changes and its impact on operations
 - Existing job descriptions, hiring practices, and staff retention
 - Work planning and scheduling
 - Budgets and financial reports, including salaries and overtime
 - Current agreements, including Inter-Governmental and vendor support contracts
 - Existing Policies and Procedures
 - Review of City and Departmental Comprehensive, Strategic, and Master Plans
 - Recreational programming, including schedules and coverage
 - Park and facility maintenance programs and schedules
 - Park and facility maintenance records
 - Vehicle and Equipment Inventory
 - Current use of technology, including communication devices, computer maintenance management software, and recreational programming software



Phase Two: Data Analysis and Development of Plans and Recommendations

The purpose of phase two is to take the data collected through interviews, work sessions, and the documentation of internal operations and develop recommendations and plans to improve and streamline current operations. Recommendations will be developed to assist the department to efficiently and successfully accomplish their mission of enriching the lives of residents and visitors of Fernandina Beach by providing a variety of fun and educational programs, and recreational facilities for all ages and abilities, while preserving our community's natural environment for your citizens to enjoy and respect.



Development of Recommendations for:

- ▶ Staffing utilization
- ▶ Organizational design and staffing levels/alignment
 - The organizational design will be based upon industry standards and peer comparisons, but also the unique needs of the city
- ▶ Service contracts
 - The best balance of third-party vendor support and in-house labor to maximize efficiencies
- ▶ Partnerships, including corporate, nonprofit, and inter-governmental
 - Benefits of partnerships and how they can improve operational efficiency
- ▶ Volunteer Support
 - How volunteers can fit into the staffing plans



Conduct internal operations process review

- ▶ Process review centered on sustainability, efficiency, and organization alignment. The internal operational review will include the following:
 - Recreational programming and scheduling
 - Parks and facilities operations and maintenance
 - Available resources, including vendor contracts, agreements, as well as equipment and vehicle inventories
 - Current sustainability efforts and future goals
 - Staff scheduling of events and lighting to identify ways to decrease the use of electricity
 - Staffing, including current staff capability, as well as comparisons to peers and industry standards
 - Technology use, including the use of devices and software



Develop a plan to streamline organizational structure

- ▶ Look at current staffing levels to ensure the highest levels of efficiencies
 - How staffing levels can be streamlined through organizational alignment, staff training, and utilization of 3rd party vendors



Develop Plans to Improve:

- ▶ Existing policy and procedures management
 - How policies and procedures can be changed to improve operational efficiency
- ▶ Staffing Utilization
 - Develop staffing plan, including positions needed; knowledge, skills, and certifications required; and appropriate scheduling and staffing of facilities and programs
- ▶ Work Planning
 - How work coordination can be improved, placing an emphasis on continuous improvement and innovation
- ▶ Management of existing programs and facilities
 - How programming, operations, and maintenance can be improved through organizational alignment, staff training, and utilization of 3rd party vendors

Phase Three: Final Report

Phase three will bring everything together to develop a draft and final report for the City of Fernandina Beach.



Prepare final comprehensive staffing analysis plan to include:

- ▶ The final report will be provided to the City, in the format and quantities determined by City leadership to best suit your internal and external distribution needs



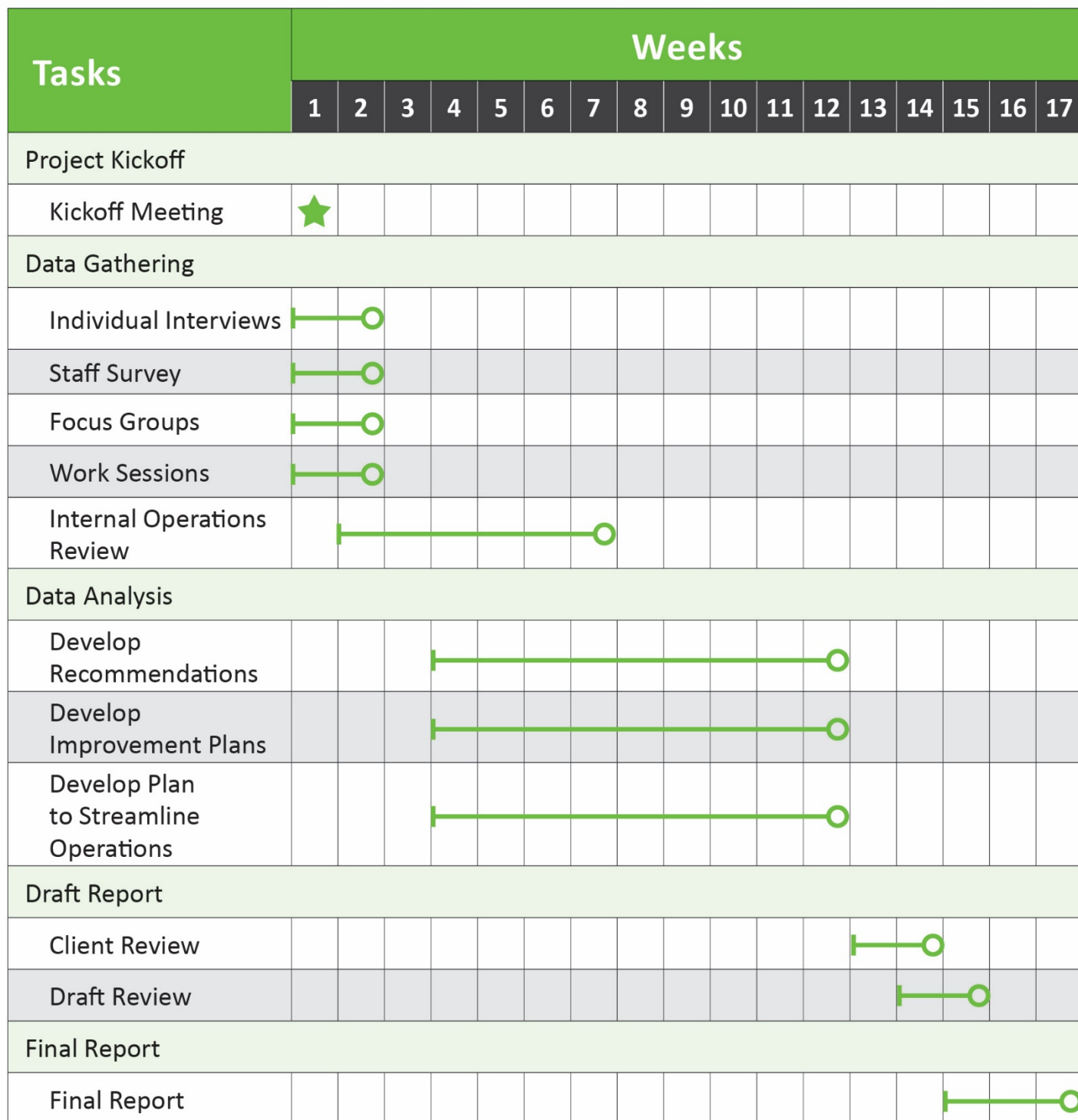
Prepare draft comprehensive staffing analysis plan to include:

- ▶ Plans and recommendations based upon data gathering and analysis performed in phases one and two
- ▶ The draft report will be submitted to the City for review and approval prior to the development of the final report



Schedule

Our team is prepared to work collaboratively with you in gathering information, analyzing data, and developing a draft and final report. The proposed project schedule shown below is based on the assumptions that city officials and staff will be available for interviews, focus groups, and work sessions and requested departmental data will be made readily available. The project schedule is designed to be flexible to ensure that all city needs are met. The entire project is scheduled to take 17 weeks.



Our Role and Relationship

The City of Fernandina Beach is seeking out a strategic advisor. This role is one IBTS does *not* take lightly. The relationship between IBTS and the City will be built upon a strong foundation of trust that evolves from open and candid communication and transparency in information gathering and solutions development. We pride ourselves on being an “open book” with our clients, and on our longstanding reputation as a trusted advisor to governments around the nation.



Communication

Every relationship is dependent upon a strong communications effort on both sides. Fernandina Beach leadership will need as much information as possible to assure your constituent-customers that this project is advancing according to expectations outlined from the outset. To advance our partnership, IBTS will execute a project communications plan that includes the following tools:

- **Kickoff Meeting:** The City’s request for proposals requires that a kickoff meeting be held at the commencement of our partnership. As partners, we will use this meeting to gain a mutual understanding of expected outcomes, means and methods, work plans, and other critical project elements.
- **Weekly Reports:** Our project manager will work with the City’s project lead to develop a weekly report format that provides as much information as you need to assure stakeholders that the project is moving according to expectations. Information may include, but is not limited to progress against milestones, schedule, and budget.
- **Milestone Meetings:** Building upon information provided in the request for proposals, IBTS will work with the City’s project team to identify critical project milestones. For each of these milestones, a meeting between our mutual project teams will be held to ensure that milestone expectations have been met or exceeded. This ensures that the project will maintain our shared understanding of outcomes.
- **Draft Report:** Prior to finalizing any recommendations, City leadership will have the opportunity to review data and information collected, and the basis for our recommendations. The final report will integrate all feedback from your team.

Transparency

Our review and recommendations can only be valuable if your leadership and team trust that the product was developed with the City’s best interests at heart – that there were no agendas or pre-determined outcomes driving our ultimate recommendations.

IBTS has a 40-year record of accomplishment as a trusted advisor to federal, state, and local governments. This record has its foundation on our nonprofit mission and the transparency that goes along with it. Our means, methods, and costs are open-books for your team and constituents to review and evaluate. At each turn in the development process, we will make clear to you and your stakeholders the basis of our recommendations – why each element is being recommended and how we view it as impactful to the City and your goals of operational and financial sustainability.

Team Members

With nearly 60 accumulated years of successful program and project management experience behind us, we understand the need for fast, efficient services and accurate reports, provided in a spirit of collaboration and teamwork with our city partners. Communication among our team and with city officials and staff is key to success. Our goal is to assist and accelerate the goals of our clients in their efforts related to operational excellence. Our team will successfully adhere to this commitment every day. Specific members of the team, their roles, and qualifications are as follows.

Team Members	Expertise and Qualifications
 Matt Horn Deputy Director of Local Government Solutions	Matt Horn has over 15 years of experience serving cities in both the public and private sectors and has a demonstrated history of facilitating civic engagement and economic growth in cities across the United States. <u>Role:</u> Matt will be serving as the executive lead for this project and will be involved with data analysis and development of the draft and final reports. <u>Qualification:</u> City Manager – Geneva, New York • Served as the City Manager for Geneva, New York; a full-service municipality in upstate New York’s Finger Lakes Wine Region; managing all aspects of City operations • Provided oversight to the City’s Strategic Plan and Parks Master Plan to support long-range capital, operations, and program planning • Managed over \$100 million in capital projects, including regional, neighborhood, and pocket parks • Awarded Tree City USA, KaBOOM, and Playful City, USA awards Awards and Certifications • Named to the list of Top 100 Local Government Influencers by Engaging Local Government Leaders in 2016 and 2017 • ICMA Credentialed Manager
 Brian Holtzapfel Program Manager	Brian Holtzapfel has over 10 years of experience managing and advising athletic venues and facilities at the municipal, college, and professional level. Brian will be serving as the project lead and will be the main point of contact with the City throughout the process. He will be involved in all aspects of the process, from the kickoff meeting through the final report. <u>Role:</u> He will serve as the program manager throughout the project. He has the overall responsibility for IBTS’s delivery of services and is authorized to negotiate and execute contracts. <u>Qualifications:</u> • Holds a bachelor’s degree in turf grass science with a minor in landscape construction from The Ohio State University • Experienced in planning, organizing, directing, and coordinating Parks & Recreation, Community Services, and Public Works programs at the city level

Team Members	Expertise and Qualifications
	• Develops parks and recreation departmental plans and budgets for staffing and overall operations for newly incorporated cities as well as for existing cities • Advises cities on parks and recreation programing and facility needs, including developing conceptual designs for a new municipal soccer complex • Served as Assistant Director, and Director of Building and Grounds for Loyola Marymount University, a 142-acre campus, and managed a \$4.6M annual operating budget and a staff of 62 • Improved efficiencies through the better use of staff and technology, successfully reducing departmental costs by 40% • Managed 13,500 client-requested work orders and 5,500 preventative maintenance tasks annually through computerized maintenance management software (CMMS). Awards • Awarded Los Angeles Business Council LADWP Community Impact Award in 2015



Brian Watson
Operations Coordinator

Brian Watson has nearly 10 years of experience as an Operations Coordinator for small-to-medium-sized cities with a proven track record of achieving service excellence while delivering a high degree of value for taxpayer investment. He has a keen understanding of the concerns and struggles of City Managers and department leadership. His approach to assisting cities is to maintain open communication, share ideas, collaborate across all departments, and develop best case solutions to achieve City goals and exceed expectations.

Role: Brian will be involved in all aspects of the process and will be instrumental in analyzing data and in the development of recommendations and plans.

Qualifications:

- Assesses current operations and makes recommendations on changes and implementation of new technology to streamline operations
- Coordinates activities between City departments, including Community Development, Finance and Administration, Information Technology, Public Works, Parks and Recreation, Police, and Communications
- Developed performance measures for multiple jurisdictions

Team Members	Expertise and Qualifications
 Karen Johnson Market Research Manager	Karen Johnson has over 20 years of market research experience and has moderated over 200 focus groups; interviewed thousands of stakeholders and subject matter experts; and designed and programmed hundreds of online surveys using complex logic and branching scenarios to achieve exceptional, customized results. She has superb analytical skills and is adept at providing impactful reports and presentations that distill complicated, robust results into easily understood and actionable recommendations. Karen is the market research manager for BuildingInsight and will be invaluable in the data gathering and analysis process. <u>Role:</u> Karen Johnson will lead the team’s qualitative and quantitative research activities. She has supported a wide range of market research projects, utilizing proven methods and technology to provide customized research solutions to our projects. <u>Qualifications:</u> • Oversees qualitative and quantitative research activities • Facilitates focus groups, surveys, interviews, competitive analysis, product and concept testing, pricing studies, usability testing, strategic planning, meeting facilitation, literature reviews, due diligence, analysis and reporting, case studies, white papers, and additional research and writing services • Supervises planning and management through data collection, analysis, and strategic program planning • Designs and programs online surveys using complex logic and branching scenarios • Designed the electronic survey tool for IBTS’s Community Resilience Assessment Framework & Tools (CRAFT) assessments
 Colleen Ferrell Senior Human Resources Manager	Colleen Ferrell has over 10 years of experience in Human Resources Management. She is an accomplished and seasoned professional with a comprehensive background as a Human Resources business partner with progressive experience in coaching, advising, and developing people-related solutions for building successful organizations. Colleen has provided total recruitment support including the sourcing of candidates. She also has a broad knowledge of domestic and international employment laws as well as employee benefits programs. <u>Role:</u> She will provide leadership support to the review of job descriptions, classifications, development requirements and organizational alignment. Colleen have over ten years of Human Resources management experience, and provides oversight and support to IBTS’s fifty municipal client sites.



Team Members	Expertise and Qualifications
	<u>Qualifications:</u> • Manages day-to-day HR functions such as employee relations, benefits administration, compliance and performance management. • Supports efforts to develop employees through relevant training and development programs. • Coaches management on employee issues to improve corporate leadership and culture. • Worked with senior leadership on managing organizational change and communicating changes appropriately to staff. • Developed and implemented HR policies and procedures for staff. • Advised senior leadership on organizational planning and development initiatives. Awards and Certifications • SPHR, PHR, and SHRM-CP certified. • Holds a master's degree from Georgetown University in Human Resources Management.

Similar Work

IBTS has a 40-year track record of working with federal, state, and local governments to drive value to constituent-customers. In addition to the vast track record of the firm, our contributing team members have over sixty years of combined experience providing support to local governments in the deployment of innovative programs, services, and facilities – over 30 of which have been dedicated to the support of recreation departments.

Our team members have built and re-tooled recreation departments to support value enhancements, efficiency improvements, and innovation in projects including:

- As Director of Operations for global operations firm CH2M Hill, Local Government Solutions Deputy Director, Matt Horn supported the ground-up development of a recreation department in the City of Sandy Springs, Georgia; a newly-incorporated community of over 100,000 residents in metro-Atlanta. As part of CH2M's leadership team, Matt supported an inventory of legacy parks inherited from Fulton County, the development of a capital improvement plan to reinvigorate long-neglected public spaces, the development of new facilities to support community recreation, and the creation of a staffing model to support parks programming. A study by the University of Georgia estimated that the service delivery platform developed by CH2M saved Sandy Springs residents upwards of 50% in costs over traditional models.
- Local Government Solutions team member Brian Holtzapfel has served in leadership roles at NCAA, U.S. Olympic, and professional sports venues including Stub Hub arena and Dodger Stadium. As Director of Facilities for Loyola Marymount University, Brian executed a complete re-organization of the athletic facilities operation, which resulted in a 40% decrease in annual operational costs.



In addition to individual team qualifications, our firm has provided services to the following communities:

Project Name	Scope	Benefit to the City
City of Central, Louisiana Contract Value: \$3.8 Million	Provide complete city services for the City of Central, Louisiana	Through the use of our proven innovative processes and technology, IBTS was successfully able to reduce costs by \$500,000 annually from the previous vendor. Throughout the life of the contract, IBTS has continued to find and deploy efficiencies that save the City dollars while improving services to the community.
City of Guymon, Oklahoma Contract Value: \$9.3 Million	Provide complete municipal services, including Parks and Recreation, for the City of Guymon, Oklahoma	After the first year of service in 2016, IBTS successfully reduced city contract expenses by \$1.25 million through finding and deploying efficiencies in staffing and operations and maintenance, and through the use of innovative technology deployment.
City of Millcreek, Utah Contract Value: Pro Bono	Develop Parks Department staffing and operations plan for the newly incorporated City of Millcreek, Utah	Provided new city leaders with valuable information at no cost to decide if, as a new city, they wanted to pursue creating their own Parks Department or continue existing services through an agreement with the County.



City Exhibits

- Exhibits A- Contact Sheet/ Proposal 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
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "A"

CONTACT SHEET/PROPOSAL FORM

PARKS & RECREATION CONSULTANT: \$ 25,992

Name: Institute for Building Technology and Safety

Federal Taxpayer ID: 54-1963889

Mailing Address: 45207 Research Place

City, State, & Zip Code: Ashburn, VA 20147

Telephone: 703.481.2000 **Fax:** 70.437.6432

Email: cfennell@ibts.org

Submitted By: Christopher J. Fennell

Title: Chief Development & Marketing Officer

FIRM Accepts Credit Cards*: ☒Yes ☐No

Accounting Contact:

Name: Bruce Kirk **Title:** Accountant

Email Address: bkirk@ibts.org **Phone:** 703.481.2000 x125

***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
RFP 18-10
PARKS & RECREATION CONSULTANT

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 18-10.
2. This sworn statement is submitted by (entity) Institute for Building Technology and Safety whose business address is 45207 Research Place Ashburn, VA 20147 and (if applicable) Federal Employer Identification Number (FEIN) is 54-1963889 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Christopher J. Fennell and my relationship to the entity named above is Chief Development & Marketing Officer
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

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.)

ce Booe

5/29/2018

Signature

Date:

Commonwealth of Virginia

STATE OF FLORIDA

COUNTY OF Lauderdale

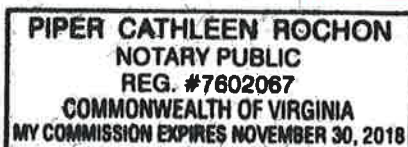
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29 day of May, 201 8, and is personally known to me, or has provided _____ as identification.

Piper Cathleen Rochon

Notary Public

My Commission expires: November 30, 2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

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: Institute for Building Technology and Safety

CITY: Ashburn STATE: VA ZIP CODE: 20147

SIGNATURE:  PHONE: 703.481.2000

NAME (TYPED OR PRINTED): Christopher J. Fennell TITLE: CDMO

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 18-10

Project Description: Parks & Recreation Consultant

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: Institute for Building Technology and Safety

Authorized Signature: 

Title: Chief Development & Marketing Officer

Date: 5/29/2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

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: Christopher J. Fennell Title: Chief Development & Marketing Officer

Signature:  Date: 5/29/2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 18-10,
Institute for Building Technology

This sworn statement is submitted by (entity) and Safety _____ whose business address is
45207 Research Place Ashburn, VA 20147 and (if applicable) Federal Employer Identification
Number (FEIN) is 54-1963889 (If a Sole Proprietor and you have no FEIN, include the last
four (4) digits of your Social Security Number: _____.)

My name is Christopher J. Fennell and my relationship to the entity named above is Chief Development & Marketing Officer.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Commonwealth of Virginia
~~STATE OF FLORIDA~~
COUNTY OF Loudoun

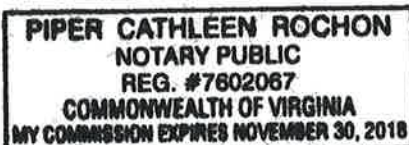
CE Fennell 5-29-2018
Signature Date:

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 29 day of May, 2018, and is personally known to me, or has provided _____ as identification.

Piper Cathleen Rochon
Notary Signature

My Commission expires: November 30, 2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 18-10.

This sworn statement is submitted by (entity) Institute for Building Technology and Safety whose business address is 45207 Research Place, Ashburn, VA and (if applicable) Federal Employer Identification Number (FEIN) is 54-1963889 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Christopher J. Fennell and my relationship to the entity named above is Chief Development & Marketing Officer.

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.

Commonwealth of Virginia
STATE OF FLORIDA
COUNTY OF Loudoun

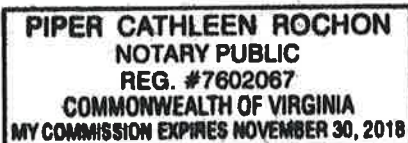
[Signature] 5/29/2018
Signature Date:

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 29 day of May, 2018, and is personally known to me, or has provided _____ as identification.

Piper Cathleen Rochon
Notary Signature

My Commission expires: November 30, 2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO 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.

Institute for Building Technology and Safety

5/29/2018

Firm

Date



Christopher J. Fennell

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



Request for Proposals 18-10: Parks & Recreation Consultant

Presented to the:



May 31, 2018

PROS CONSULTING
201 S. Capitol Avenue
Suite 505
Indianapolis, IN 46225
877.242.7760
www.prosconsulting.com

Prepared By:
pros consulting
INC.

May 31, 2018

Cover Letter

Attn: City Clerk's Office – RFP# 18-10
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

RE: Request for Proposal # 18-10 – Parks & Recreation Consultant

Dear Selection Committee:

PROS Consulting considers it our privilege to present our approach and qualifications for the opportunity to work with City of Fernandina Beach. We are a full-service management consulting and strategic planning firm focusing on services to government agencies, with specialized experience in parks and recreation, tourism, economic development, sports strategy, marketing and branding, and open space planning.

Our national experience, combined with our local experience throughout Florida, specifically ensures that we are able to offer the best of both worlds to help the City achieve its vision and goals as it relates to evaluation of the Parks and Recreation Department's internal capacity, staffing, functionality, and effectiveness. In summary, we propose a proven approach that can aid the City to:

- Engage the leadership and appropriate staff to complete a planned review and assessment of current internal capacity, as well as methods and processes to classify services.
- Assess the internal structure and systems of the organization and their respective business and functional units.
- Analyze existing policy and procedures management, staffing utilization, work planning and management of existing programs and facilities.
- Shape financial and operational preparedness through innovative and "next" practices.
- Provide outcomes that will streamline the organizational structure and current staffing levels to ensure the highest levels of efficiency.

Our team is most qualified because we combine our objective, data-driven approach, our national experience, as well as similar project experience throughout Florida.

We look forward to the opportunity to meet with you in person to present our approach and qualifications to perform this exciting project. If you have any questions or need additional information, please do not hesitate to contact call me at 317.679.5615 or email me at leon.younger@proconsulting.com.

Sincerely,
PROS Consulting, Inc.



Leon Younger
President

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Section Two - Team Qualifications

Who is PROS Consulting?

PROS Consulting is a small firm with a big presence in the field of management consulting for public entities and non-profit organizations. With a small team of highly professional and experienced consultants, PROS is a flexible firm that is agile to the evolving dynamics of the social, economic, and political environments our clients operate in. PROS is among only a small handful of firms that have tremendous experience in the field as practitioners and have become nationally recognized for helping to shape and further transform the industry of parks and recreation. The full name and location of the office that will be working on this project are:

Full Legal Company Name: PROS Consulting, Inc.

Years in Business: 23 (formed in 1995)

Type of Company: S-Corporation, Leon Younger and Katherine Younger are the Principals

Contact Information: 201 S. Capitol Avenue, Suite 505; Indianapolis, Indiana 46225;

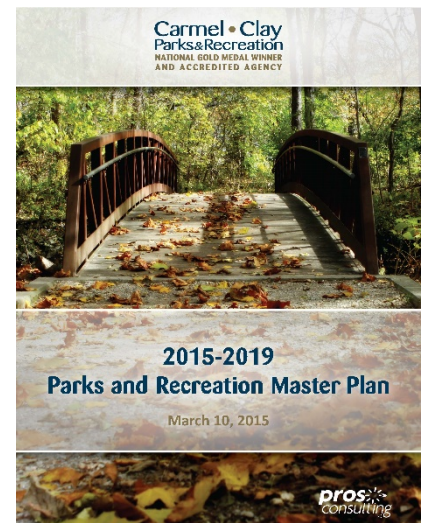
P: 877.242.7760; F: 877.242.7761

Contact: Leon Younger, President; 317.679.5615; leon.younger@prosconsulting.com



Operational Philosophy & Organizational Characteristics

- Since the firm was established in 1995 to uniquely serve the park, recreation and tourism services industry, PROS has completed more than 1,000 projects in over 47 states and numerous projects internationally in seven countries.
- The **PROS Team has worked in highly diverse environments** from the inner cities of Los Angeles, Houston, Atlanta, and Dallas, to remote areas in Appalachia, Montana, and the American West. Our experience includes working with the best-of-the-best, the worst-of-the-worst, and a lot in between.
- Our planning team has great depth of operational experience with **over 100 combined years as former parks and recreation managers**. This perspective of being trained “in the industry” and not just “on the industry” allows us to relate to communities and their residents, recreationalists of all types, and to understand the unique relevance of needs that can be most appropriately served by our clients. In other words, great recreational and park planning is not just collecting surveys and reporting results – it is about **achieving a sustainable balance of services, meeting community needs, and resource protection with community fulfillment**.
- Our approach to planning projects are that we become the **extension of the client’s team** and carry the same accountability as they do in serving their communities.
- This project is not about the PROS Team or what we think is best for your organization and stakeholders, nor do we believe that what works on some parts of the country will work here. This project is about producing reliable, sustainable, relevant, and innovative outcomes for the City of Fernandina Beach, and the people that live, work and play in the region.





Unique Experience Specific to the Project

The Consulting Team features unique experience that can serve City of Fernandina Beach, including but not limited to:

- **Recent completion of numerous municipal parks and recreation planning projects** including Broward County, FL; Miami-Dade County, FL; Gainesville, FL; Dallas, TX; Baton Rouge, LA; Atlanta, GA; Prince George's County, MD; Fairfax County, VA; Augusta, GA; Indianapolis, IN; Kansas City, MO; Dayton, OH; Cleveland, OH; Toledo, OH; Cincinnati, OH; Riverside County, CA; San Francisco, CA; Los Angeles, CA; Pasadena, CA; San Jose, CA; Santa Clara County, CA; Tacoma, WA; Seattle, WA; Provo, UT; Glendale, AZ; Scottsdale, AZ among many others

The matrix below illustrates why our Consulting Team is the most qualified in relation to the qualifications requested by City of Fernandina Beach.

Qualifications	PROS Consulting
Experience with parks, recreational facilities, programs and service management	Over 100 years combined experience as practitioners in the parks and recreation industry and as planners
A firm understanding of the work of parks and recreation agencies	Successfully completed over 1,000 planning projects in all levels of the public sector
Familiarity with public sector cost accounting and budgeting	Successfully completed over 150 cost of service, financial management, or revenue enhancement plans for public clients
Knowledge of existing park-centric partnerships throughout the country	Directly assisted over 70 public clients with identifying, establishing, and maintaining innovative partnerships
Experience developing fiscal or financial plans at facility level (park or sector), or system level	Successfully completed over 200 business plans for individual parks and park systems
Public facilitation experience	Facilitated over 4,000 meaningful public meetings and focus groups throughout the United States
Personnel training experience	Organized and facilitated personnel development and training programs for over 10,000 participants in the last 25 years
Familiarity with and experience doing business in Florida	Completed similar projects in Miami-Dade County, Broward County, Manatee County, Sarasota County, Gainesville, Sunrise, Doral and many others across the region.
Experience in CAPRA Accreditation	Assisted the following agencies with CAPRA Accreditation in the past through master and strategic plans: Kansas City, MO; Carmel, IN; Roanoke, VA; Westerville, OH; Toledo, OH MetroParks; Prince George's County, MD; Mecklenburg County, NC; Olathe, KS and many others throughout the last 20 years
Forensic accounting and economic analysis experience	Utilized forensic accounting in all cost of service, business plan projects, and economic impact analysis; former public finance director and CPA on staff
Operational and programming analysis experience	PROS Consulting has completed over 300 operational and programming studies for a wide variety of parks and recreation planning projects on a system-wide level as well as site/facility specific

"I have worked with PROS Consulting on various planning processes for small and large communities. Leon Younger and his team have incredible insight to the park and recreation industry's ever-changing needs and trends. As a result, PROS' provides outstanding direction and guidance to park and recreation organizations as they plan and engage with their communities to address their interests and needs for parks, facilities, programs, and services."

Rebecca A. Benná, Executive Director, Five Rivers Metroparks (Dayton, Ohio)

Section Three - Project Availability & Staffing

Project Management

The Consulting Team on this project will be led by PROS Consulting President Leon Younger, and will be supported by the entire PROS Consulting Team. Central to our project approach is providing a high level of responsiveness to City of Fernandina Beach staff and maintaining accessibility throughout the project lifespan. Our team is flexible and will work hard to effectively serve as an extension of City's project staff. Below details our experience and qualifications of each team member:

Leon Younger

PROS Consulting

President

Education

M.P.A., University of Kansas, Aug. 1988

B.S., Kansas State University, May 1975

Employment History

President, PROS Consulting, Sep. 1995 to present

Director/Chairman of the Board, Indianapolis Parks and Recreation, Apr. 1992 to Sept. 1995

Executive Director, Lake MetroParks (OH), Jun. 1988 to Mar. 1992

Director, Jackson County (MO) Parks and Recreation, Aug. 1983 to Jun. 1988

Certification

Certified Park and Recreation Professional

Professional Experience

- Founder and President of PROS Consulting
- More than 40 years in parks, recreation, and leisure services
- Recognized leader in applying innovative approaches to managing parks and recreation organizations
- Held positions as Director of Parks and Recreation in Indianapolis, Indiana; Executive Director of Lake Metroparks in Lake County, OH (Cleveland vicinity); and Director of Parks and Recreation in Jackson County, MO (Kansas County)
- Received the 1994 National Recreation and Park Association's Distinguished Professional Award for his progressive and innovative thinking in management of public parks and recreation entities
- Co-creator of the Community Values Model™, a business model that synthesizes public input into a strategic plan
- Regularly addresses sessions at the National Recreation and Park Conferences and has served as a board member and instructor at the Pacific Revenue and Marketing School in San Diego, California and the Rocky Mountain Revenue and Management School in Colorado
- In 2012, Leon was inducted into the NRPA Legends Hall of Fame

Similar Project Experience

- Broward County, FL Parks and Recreation Division Comprehensive Assessment
- Miami Dade County, FL Parks and Recreation System Strategic Plan and Park Business Plans
- Five Rivers, OH Metro Parks Comprehensive Parks and Recreation Master Plan
- Toledo, OH Metroparks Strategic Business Plan
- Cleveland Metroparks, OH Strategic, Financial and Operational Master Plan
- Great Parks of Hamilton County, OH Organizational Assessment
- Fairfax County, VA Park Authority Needs Assessment
- City of Indianapolis, IN Parks and Recreation Master Plan
- Dallas, TX Recreation Master Plan and Long Range Development Plan
- Prince George's County, MD Functional Master Plan for Parks, Recreation and Open Space
- Charlotte/Mecklenburg County, NC Parks and Recreation Strategic Master Plan
- San Jose, CA Pricing Philosophy, Revenue Enhancement, and Organizational Implementation Plan





Neelay Bhatt

PROS Consulting

Principal

Education

M.S., Ohio University

MBA, Ohio University

Post Graduate Diploma in Advertising and Public Relations

University of Mumbai

B.A., University of Mumbai

Employment History

PROS Consulting; May 2006 to present

Disney Sports and Recreation; 2005-2006

Athens Olympics and Paralympic Games, Greece; 2004

Medivision Infomedia Pvt. Ltd., India; 2000 - 2002

Residence

Indianapolis, Indiana

Professional Experience

- Neelay's career has taken him through three continents and includes experiences with the Super Bowl, Disney and the Summer Olympics and Paralympics Games, besides several years of consulting for master / strategic planning, marketing and branding, facility management and business planning. His educational background includes a Masters in Sports Administration and Facility Management, an MBA and a Masters in Advertising and Public Relations.
- As a speaker and trainer, nationally and internationally, he has been fortunate to learn from and teach students, professionals and executives from China, India and all over the United States. Beijing Sport University, University of Mumbai, Brand-Aid Marketing and Branding Conference (USA), National Recreation and Park Association Congress (USA), Bay Area Revenue Management School (USA) etc. have served as some of the venues.
- Currently, Neelay is serving a three-year term on the National Recreation and Park Association (NPRA) Board of Directors; He is on the Executive Committee and the Chair of the Finance Committee while previous he had led the New Revenue Generation Task Force focused on generating new revenue streams through innovative means, while also serving on the Governance Committee.
- In addition, as the Vice President for Planning and Facilities at PROS Consulting, he has served as project manager / lead consultant on over 100 system-wide and sports facility planning / development projects over several years. These projects have recommended facility infrastructure improvement and development totaling over \$3 billion USD and are helping to shape a better sports and recreation vision for cities all over the world.
- From managing the daily online publication of the Super Bowl (SB XLVI) to leading the City selection process of the inaugural T-20 cricket league in the United States, his approach focuses on innovating and partnering to maximize revenue generation and create a guest experience of the highest quality.

Similar Project Experience

- City of Gainesville, FL Parks and Recreation Master Plan
- City of Doral, FL Parks and Recreation Master Plan
- City of Sunrise, FL Parks and Recreation Master Plan
- Manatee County, FL Parks and Recreation Master Plan
- Parkland, FL Parks and Recreation Master Plan
- Broward County, FL Parks and Recreation Division Comprehensive Assessment & Regional Park Business Plan
- City of Roanoke, VA Parks and Recreation Master Plan
- City of Jacksonville, NC Parks and Recreation Strategic Master Plan



Austin L. Hochstetler

PROS Consulting

Senior Project Manager

Education

M.S., Clemson University, May 2012

B.S., Indiana University, May 2010

Employment History

Senior Project Manager, PROS Consulting, 2015 to Present

Project Manager, Eppley Institute for Parks and Public Lands, Indiana University, 2012 to 2015

Graduate Teaching and Research Assistant, Clemson University, 2010 to 2012

Clemson Outdoor Recreation and Education Program Manager, Clemson University 2010 to 2011

Certification

Certified Park and Recreation Professional (CPRP)

Professional Experience

- Has held various positions in the non-profit and public sectors including the Indiana Department of Natural Resources, Boy Scouts of America, and Young Men's Christian Association (YMCA)
- Experienced project manager, master and strategic planner, facilitator, organizational consultant, professional trainer, and course curriculum developer
- Current chair-elect for the Natural Resources, Trails, and Greenways (NRTG) Section for the Indiana Park and Recreation Association (IPRA)
- Served as Program Administrator for the World Parks Academy, an international certification program for World Urban Parks, formerly known as the International Federation of Park and Recreation Administration (Ifpra)
- Served as course coordinator for the W. Edwards Deming Award winning Facility Manager Leaders Program (FMLP) for the National Park Service (NPS)
- Has coordinated park and recreation projects at the local, state, federal, and international levels
- Has extensive experience in managing online learning management systems (LMS), web-conferencing systems, and online survey development and implementation

Similar Project Experience

- Miami Dade County, FL Comprehensive Program Plan and Maintenance Management Plan
- Great Parks of Hamilton County, OH Organizational Assessment
- Brownsburg, IN Parks and Recreation Organizational Assessment
- Centerville-Washington Township, OH Parks and Recreation Maintenance Management Plan
- Tacoma, WA Metro Parks Comprehensive Program Plan and Strategic Master Plan
- Valparaiso, IN Parks and Recreation Master Plan
- Montana State Parks Business Planning Services
- Arlington County, VA Parks and Recreation Master Plan
- Minneapolis, MN Maintenance and Operations Plan
- Speedway, IN Parks and Recreation Master Plan
- West Chicago, IL Sports Complex Feasibility Study
- Huber Heights, OH Parks and Recreation Master Plan
- Derby, KS Recreation Commission Parks and Recreation Master Plan
- Pulaski County, AR River Trail Recreation Junction Study
- Montana State Parks Business Planning Services
- Dakota County, MN Visitor Services Plan
- Milwaukee County, WI Parks and Recreation Master Plan
- Northwoods Urban Forest Park Feasibility Study (Hot Springs, AR)





Sarah Durham, CPRP

PROS Consulting

Project Manager

Education

B.A. (Public Relations / Business), Purdue University

Employment History

Consultant, PROS Consulting; 2010 to present

Student, Purdue University

Certification

Certified Parks and Recreation Professional (CPRP)

Professional Experience

- Ms. Durham is closely involved in the market research component of all key PROS projects.
- Her strong analytical skills coupled with a strong business background allow her to provide an in-depth perspective to understand the market potential and position agencies to best meet the users' needs.
- Eight (8) years of assisting on various projects across the United States specializing in market analysis, community involvement, benchmarking studies, price comparison studies, competitive assessments, mapping, demographics and trends assessments.

Similar Project Experience

- Great Parks of Hamilton County, OH Organizational Assessment
- Miami Dade County, FL Regional Parks and Recreation Assessment
- City of Carlsbad, CA Parks and Recreation Needs Assessment and Action Plan
- City of San Clemente, CA Beaches, Parks and Recreation Master Plan
- Prince George's County, MD Functional Master Plan for Parks, Recreation & Open Space
- City of Kansas City, MO Parks and Recreation Master Plan
- East Baton Rouge Parish, LA Parks and Recreation Master Plan
- Shawnee County, KS, Parks and Recreation Master Plan
- City of Columbus, OH Parks and Recreation Master Plan
- City of Dallas, TX Recreation Master Plan
- Birmingham, AL Regional Partnership Assessment
- Mecklenburg County, NC Comprehensive Parks and Recreation Master Plan
- Carmel Clay, IN Parks and Recreation Comprehensive Master Plan
- Washington County, PA Parks and Recreation Master Plan



Section Four - Related Experience & References

Broward County, FL Comprehensive Analysis of the Parks and Recreation Division (2010) & Central Broward Regional Park Business Plan (2013)

BROWARD COUNTY, FLORIDA

PROS Consulting conducted a Comprehensive Analysis for the Parks & Recreation Division in Broward County that provided an operational assessment of their complete system that included an assessment of staffing, maintenance, financing, program services, policy, natural resource management, concession management and facility management for the organization to achieve the highest level of efficiency and revenue capability.

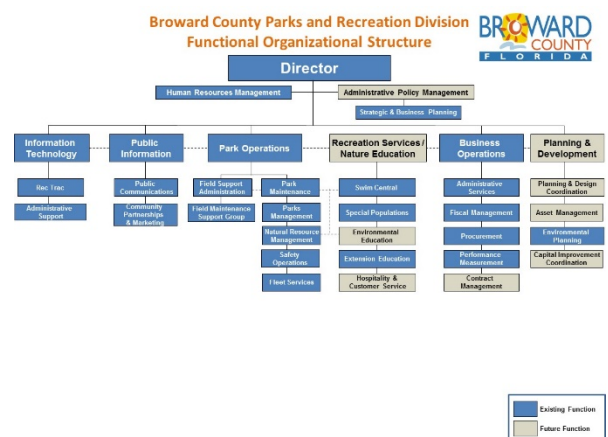
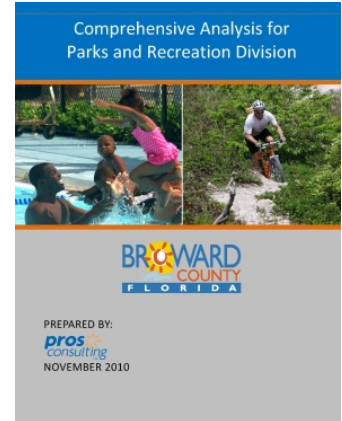
The goal of the study was to establish a focus on the changes the Division can make to achieve financial sustainability without sacrificing the value of the parks' assets, amenities or reduce the experiences and services available for the user. PROS developed a process to assess the efficiency and effectiveness of the Parks and Recreation Division. The following steps included:

- A kick off meeting to confirm expectations and outcomes, data to be collected and an on-site assessment of all parks in the system
- Individual interviews with County Administration and key County Directors who have roles in helping the Division deliver services to the Broward County community
- Focus group meetings with a majority of the Division Staff
- Job Analysis Survey using the Sterling Model Assessment process
- Review and development of the Division's core "Essential Services", "Important Services" and "Value Added Services" including a workshop with over 60 staff members attending
- Review of financial practices
- Internal operational review including various technical assessment reports
- Demographic and market assessments
- Benchmark comparisons of key management practices to five other systems
- Develop a staffing and organizational operational plan and a functional organizational chart
- Development of an operational workshop with key staff members on the vital recommendations
- Development of the final report

The goal of the assessment was to determine opportunities to operate in a more efficient manner and increase revenues from these operational areas. The results of the Comprehensive Assessment led to a \$3 million reduction in cost through efficiency and new revenues to support operational costs at over \$2 million from the work PROS performed for the Division.

In 2013, PROS Consulting completed a business plan for the Central Broward Regional Park, one of the County's premier facilities.

Project Reference: Mr. Dan West, Director of County Parks & Recreation Division; 950 N.W. 38th St. Oakland Park, FL 33309; danwest@broward.org; 954.357.8106





Human Services & Recreation Department Business Plan (2017)

PASADENA, CALIFORNIA

In 2017, PROS Consulting completed a business plan for the Pasadena Recreation and Human Resources Department. PROS Consulting was hired to develop the Business Plan and incorporate strategies to implement the plan over the next three years. The goals established in the development of the Business Plan centered on the following directives:

- Confirm the vision and mission of the Department to support a business management operational model.
- Review the demographics and trends in the market place to determine where program or facility changes need to be considered based on a changing community.
- Review cost cutting measures and the effect of those measures on business planning and implementation of future components of the system.
- Evaluate expansion measures the Department may incorporate that would help support its operational budget for the future in the most cost-effective manner.
- Evaluate core and non-core services to determine how to manage services correctly in the future based on desired cost recovery levels.
- Conduct a Program Assessment with recommendations.
- Establish or update policies, procedures and processes that affect operations including the pricing policy, partnership policy, professional development, marketing policy and performance measures.
- Evaluate organizational design and incorporate changes that would help the Department to operate in a more efficient manner.



Human Services & Recreation Department
Business Plan

February 2017

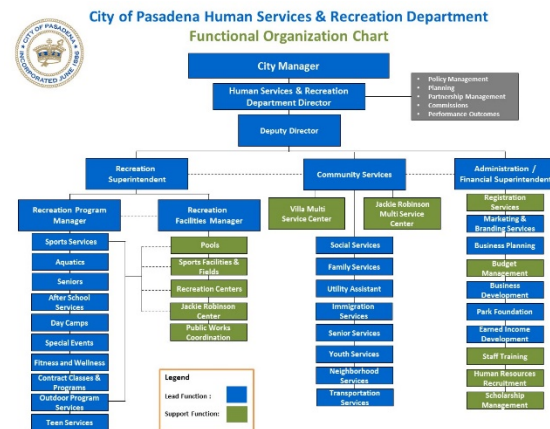
PASADENA
HUMAN SERVICES AND RECREATION DEPARTMENT



City of Pasadena Human Services & Recreation Department • www.cityofpasadena.net

The Business Plan addresses each of these directives, assessed where the Department is currently positioned, and how to move in a direction that will achieve the desired level of effective and efficient service delivery. The goal was to reposition the Department and provide the operational tools that will help the organization to move into a proactive versus a reactive manner. This plan is also designed to move the Department from an “effort-based culture” to an “outcome-based culture.”

The Business Plan recommendations were achievable with the support of the City Manager and City Council. The Department has the leadership and skill level among its employees to implement the plan over the next three years.



Project Reference: Mr. Raphael Guillen, Deputy Director; 100 N. Garfield Ave., N306; Pasadena, CA 91101; 626.744.4724; rguillen@pasadena.net

Round Rock, TX Parks and Recreation Department Staffing Level Study (2015)

ROUND ROCK, TEXAS

The City of Round Rock, Texas, with a population of around 105,000, is located 15 miles north of Austin in the Central Texas hill country. The city has maintained high quality of life while becoming a major center for economic growth in Central Texas. One of the key contributors to the high quality of life offered to its residents and visitors is the Round Rock Parks and Recreation Department.

The City of Round Rock's Parks and Recreation Department was nationally re-accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA) in 2014. The national program provides for a comprehensive self-assessment against 144 national standards. A peer visitation checks for compliance with these standards, with the program effectively providing the "Good Housekeeping seal of approval" with respect to efficiently managed parks and recreation agencies.

In 2015, PROS Consulting completed a Staffing Level Study Assessment of the organizational staffing structure and its synthesis with the internal business practices of the Round Rock Parks and Recreation Department ("PARD"). The intent of the assessment was to:

- Assess the effectiveness and efficiency of the functional organization of the department's staff.
- Determine the capacity of staff to perform work according to best practices.
- Define functional lines of service for the department and to classify them as core, important and value-added.
- Re-align, as needed, the existing department staff with the functional lines of service.
- Determine the future staffing needs to operate and maintain new elements being added to the parks and recreation system in Round Rock.

Staff input played a critical role in the assessment as the analysis relied on staff input and perspectives along with PROS' evaluation of the same. Key steps in the process included:

- Over 10 meetings with management, full-time and part-time staff in August-October 2015
- Review and discussion of existing policies and procedures
- Review and discussion of Organizational Structure and staffing levels
- Review and discussion of existing data
- Lines of Service and Classification of Services Workshops with PARD staff

Project Reference: Ms. Valerie Francois, Human Resources Director; City of Round Rock; 231 East Main Street; Round Rock, TX 78664; 512.218.5494; vfrancois@roundrocktexas.gov

Aquatic and Recreation Programming Lines of Service	Classification	Benefit Level	Pricing Strategy
Active Senior Programs	Important	Merit	User Fees/General Fund
Adult Enrichment Programs	Value Added	Individual	User Fees
Adult Instructional Sports Programs	Value Added	Individual	User Fees
Adult Sports Leagues	Value Added	Individual	User Fees
Aquatic Fitness Classes	Important	Merit	User Fees/General Fund
Birthday Parties	Value Added	Individual	User Fees
Child Care Services	Value Added	Individual	User Fees
Department Special Events	Core	Community	Donations/Sponsorships
Environmental Education Programs	Core	Community	Donations/Sponsorships
Facility Special Event	Important	Merit	User Fees/Sponsorships
Fitness and Wellness Programs	Important	Merit	User Fees/General Fund
Group Learn to Swim Lessons	Core	Community	User Fees
Group Outings	Value Added	Individual	User Fees
Lap Swim	Important	Merit	User Fees
Membership Services	Value Added	Individual	User Fees
Open Swim	Core	Community	User Fees
Outdoor Recreation Programs	Core	Community	General Fund/Sponsorships
Performing Arts Programs	Value Added	Individual	User Fees
Private Learn to Swim Lessons	Value Added	Individual	User Fees
Specialty Special Events	Value Added	Individual	User Fees
Swim Meets	Value Added	Individual	User Fees
Swim Teams	Value Added	Individual	User Fees
Therapeutic Recreation Programs	Core	Community	General Fund/Sponsorships
Traditional Senior Programs	Core	Community	General Fund/Sponsorships
Youth Enrichment Programs	Value Added	Individual	User Fees
Youth Instructional Sports Programs	Value Added	Individual	User Fees
Youth Out of School Programming (Camps)	Value Added	Individual	User Fees

New Full-Time Staffing Needs	Suggested Date of Implementation
Aquatic Manager (1)	February, 2016
Assistant Aquatic Manager for Rock N River (1)	February, 2016
Aquatic Maintenance Technician for Rock N River (1)	February, 2016
Special Event Coordinator (1)	May, 2016
Irrigation Technicians for In-Town Crew (2)	May, 2016
Irrigation Technicians for Old Settler's Park (1)	May, 2016
Laborer for In-Town Construction Crew (1)	May, 2016
Reservation Specialist (1)	October, 2016
Marketing and Communications Coordinator (1)	October, 2016
Park Rangers (3)	October, 2016
*Gardener's (2)	March, 2017

* This can potentially be accomplished through third party contracting



Great Parks of Hamilton County, OH Organizational Assessment (2017)

HAMILTON COUNTY, OHIO

Great Parks of Hamilton County (GPHC) desired an organizational assessment to evaluate the organization's internal capacity with a focus on leadership structure, management functionality and effectiveness, and overall responsibilities. PROS Consulting was retained in January 2017 to complete the organizational assessment, which served as an update to one completed by PROS Consulting in 2013.

The organizational assessment was to be the starting point for a 10-year comprehensive Master Plan for GPHC. The organizational assessment included the following steps:

- Kick-off meeting and project overview
- Collection and review of current organizational structure and other relevant materials
- Staff interviews
- Employee organizational culture survey (online)
- Leadership team competency survey (online)
- Facilitated classification of services workshop.



ORGANIZATIONAL ASSESSMENT

JULY 2017



Great Parks of Hamilton County has made great strides over the last several years. The recommended organizational structure should be examined annually to review functionality. Additionally, the hours currently allocated to management positions should be used in tandem with all other hours attributed to the function (i.e., part-time, seasonal, volunteer, etc.). With a fuller understanding of the total hour allocation, Great Parks will be able to assess the balance between management and non-management positions. It is in this way that Great Parks will continue to grow and mature as an organization with both an external and internal focus.

Project Reference: Ms. Rebecca McDonough, Deputy Director; Great Parks of Hamilton County; 10245 Winton Road; Cincinnati, OH 45231; 513.245.7469; rmcdonough@greatparks.org

Results Driven	Importance		Difference	Self Evaluation		Difference	Recommended Proficiency
	Extremely or Very Important			Expertly or Very Proficient/Competent			
	2014	2017		2014	2017		
Accountability	100%	100%	0%	77%	100%	23%	100%
Customer Service	85%	91%	6%	69%	100%	31%	100%
Decisiveness	92%	91%	-1%	62%	91%	29%	100%
Entrepreneurship	46%	73%	27%	23%	64%	41%	80%
Problem Solving	92%	100%	8%	77%	100%	23%	100%
Quality Assurance	85%	100%	15%	54%	82%	28%	90%
Technical Credibility	85%	100%	15%	77%	100%	23%	100%
Average	84%	94%		63%	91%		

Brownsburg, IN Parks and Recreation Department Organizational Assessment (2016)

BROWNSBURG, INDIANA

The Town of Brownsburg Parks and Recreation Department met with PROS Consulting in December 2015 to discuss an organizational assessment process. The organizational assessment process involved conducting staff and park board interviews, reviewing relevant department documents, evaluating internal processes, and implementing an organizational survey.

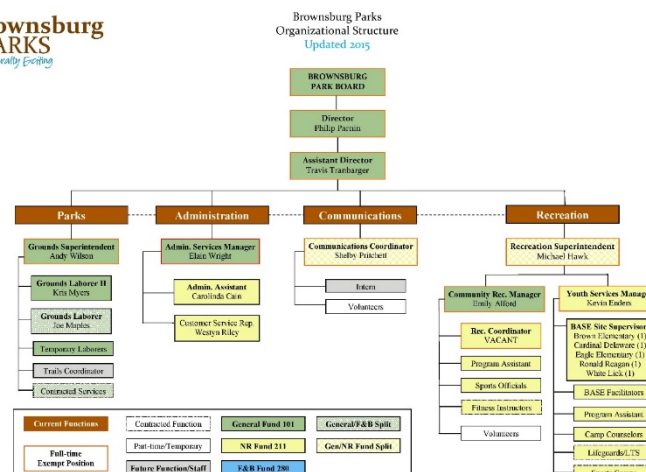
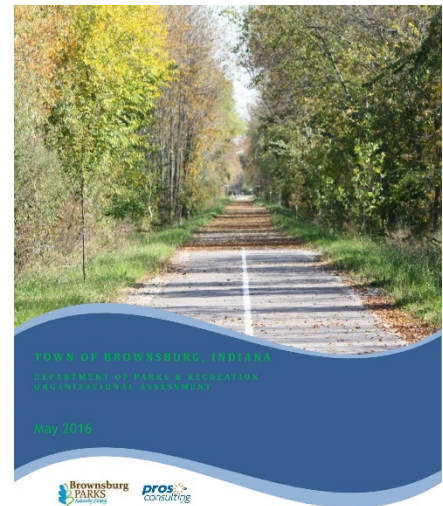
Staff interviews were completed in December 2015. The consultant team met one-on-one with all staff to review their key job tasks and discuss what they perceive the strengths, weaknesses, opportunities, and threats (SWOT) are for the department. One-on-one phone interviews were conducted with park board members in January and February 2016. These conversations served to provide an outside perspective to the SWOT analysis that would provide additional context.

An organizational survey was implemented in December 2015 and asked the staff to evaluate core competencies. Staff were asked to report how important the competency is to their job, how well they are prepared to perform the competency, and how frequent the competency is performed in their job.

Additionally, the consultant team reviewed staffing information to develop recommendations. The department may be adding a recreation center to its inventory in the next few years. Consequently, it was imperative to assess the department's current ability to staff the recreation center while providing recommendations for staffing adjustments.

The findings align with the challenges many parks and recreation departments face across the country. What was unique about this department was its proactive approach to planning. BPRD refuses to settle for anything less than excellence which is a highly admirable trait. The key to success will be continuing to focus on customer service while developing its young staff. At the end of the day, organizational development is about externally meeting community demand by matching internally the "right person, in the right position, compensated justly".

Project Reference: Mr. Travis Tranbarger, Parks and Recreation Director; 61 N. Green Street; Brownsburg, IN 46112; ttranbarger@brownsburgparks.com; 317.714.0383





City of Gainesville Operations and Organizational Culture Assessment (2015)

CITY OF GAINESVILLE, FLORIDA

In 2012 and 2015, PROS Consulting, completed a Parks and Recreation Department Operations and Organizational Culture Assessment for the City of Gainesville, home to the University of Florida. The Operational Assessment included an analysis of the culture and internal business practices of the Gainesville Parks, Recreation and Cultural Affairs Department (“Department”). The intent of the assessment was to identify successful practices that must be repeated and areas needing improvement in order to establish a robust framework for the Master Plan’s implementation.

It also provided internal action items for the Department to ensure long term growth and financial sustainability in conjunction with the Master Plan and the eventual agency accreditation process.

Staff input has played a critical role in this assessment as the analysis relies on staff input and perspectives along with PROS’ evaluation of the same. Key steps in the process included:

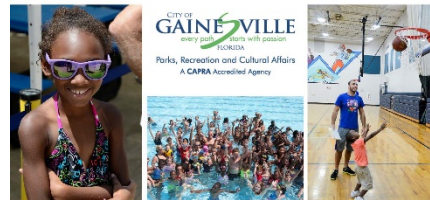
- Individual, anonymous assessment as a part of the Baldrige Criteria for Performance Excellence, circulated to Department employees
- Over 20 meetings with management, full-time and part-time staff
- Review and discussion of existing policies and procedures, especially pertaining to employee recruitment and development
- Review and discussion of Organizational Structure and staffing levels
- Review and discussion of existing data including the City-wide Employee Culture Survey
- Visioning meetings with key leadership including Assistant City Manager, Department Director and Deputy Director and Master Plan consultant team

Project Reference: Ms. Michelle Park; Assistant Director of Department of Parks, Recreation and Cultural Affairs; 306 NE 6th Avenue, PO Box 490, Station 24, Gainesville, FL 32602; 352.334.5067



Visioning Cultural Assessment

June 2015

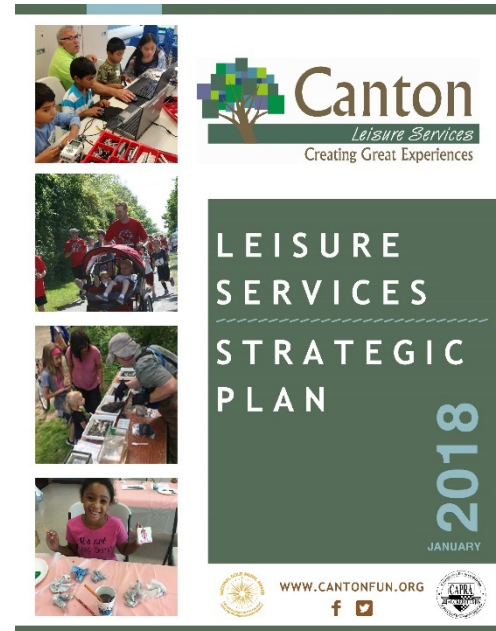


Canton, MI Parks, Recreation and Leisure Services Strategic Plan (2018)

CANTON, MICHIGAN

Canton Leisure Services (CLS) serves as a champion for enhancing the overall quality of life of residents and visitors, as well as a catalyst for economic development within Canton Charter Township. The quality of parks, facilities, program, and services offered through CLS are recognized nationally for their excellence with CLS being one of the few agencies nationally accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA) and went one step further by joining an elite group of NRPA Gold Medal Award recipients with their award in 2008.

In an effort to build upon its tradition of excellence and continuous improvement, CLS hired PROS Consulting, Inc. to assist in the creation of an updated Strategic Plan. The Plan assessed the current operations to include financial and organizational analysis, as well as the opportunities, goals and strategies to guide the operations of the Department over the next five years. The intent of the plan was to develop a succinct and realistic vision for CLS with recommendations for achieving greater operational efficiencies and overall performance.



The final CLS Strategic Plan was developed in compliance with CAPRA Guidelines, and will be reviewed and adopted by the Canton Leisure Services Advisory Committee and the Canton Township Board of Trustees.

The Canton Township Leisure Services Strategic Plan followed an iterative process of data collection, public input, on-the-ground study, assessment of existing conditions, market research, and open dialogue with local leadership and key stakeholders.

Project Reference: Mr. Greg Hohenberger, Director of Leisure Services, 1150 S. Canton Center Rd.; Canton, MI 48188; 734.394.5360; greg.hohenberger@canton-mi.org





Metro Parks Tacoma, WA Strategic Master Plan (2018)

TACOMA, WASHINGTON

Metro Parks Tacoma (MPT or “District”) is a nationally accredited and award-winning Park District located in Tacoma, Washington. The system is comprised of many different park facilities that offer residents a variety of recreational opportunities. From waterfront access to local neighborhood parks to large regional facilities and attractions, the MPT system is both a local community asset and regional destination.

In order to maintain its high degree of service provision and outstanding community reputation, MPT maintains a planning framework that ensures cutting edge best practices. As such, the District has developed a series of planning initiatives, as denoted on the chart below. In 2018, PROS Consulting collaborated with MPT to complete a strategic master plan. The MPT Strategic Plan instructs operations and the overall agency strategic action plan for a six-year period. Therefore, the Strategic Master Plan document aimed to provide overarching strategies (and associated tactics) to propel the District forward while laying the groundwork for future plan consolidation efforts that will streamline the MPT planning process.

The adopted Strategic Master Plan fulfilled requirements to maintain the District’s accreditation status with the NRPA’s Commission for Accreditation of Park and Recreation Agencies (CAPRA). CAPRA recognizes park and recreation agencies for excellence in operation and services. MPT has been accredited since October 13, 2014. Utilizing the District’s Triple Bottom Line philosophy, the strategic plan provided specific strategies and tactics associated with its Three Pillars of Sustainability (similar to NRPA’s Three Pillar concept):

- People: The Social Pillar of Sustainability
- Conservation: The Environmental Pillar of Sustainability
- Financial: The Economic Pillar of Sustainability

Additionally, the Strategic Master Plan established performance measures to be achieved over the next five years. A major concept the District is moving toward is meeting the “10-minute Walk Campaign” led by the Urban Land Institute, Trust for Public Land, and NRPA. As of November 2017, the City of Tacoma’s Mayor agreed to support this initiative.

Project Reference: Mr. Joe Brady, Chief Strategy Officer; Metro Parks Tacoma; 4702 S. 19th St., Tacoma, WA 98405; 253-305-1014; joeb@tacomaparks.com



Miami Dade County Functional Organizational Analysis (2011)

MIAMI DADE COUNTY, FLORIDA

In 2011, PROS Consulting completed a functional organizational review of the Parks, Recreation and Open Space Department. The goal was to teach, train and develop the staff on core services. The analysis also focused on achieving greater financial sustainability through functional organizational design. The intent of the analysis was to evaluate how the Department operates and how it functions as an organization and how organizational design affects how the organization operates to achieve greater financial sustainability for the future.

Miami Dade County Tropical Park Business Plan (2013)

MIAMI DADE COUNTY, FLORIDA

In 2013, PROS Consulting completed a Business plan for the Tropical Park Equestrian Center to determine the appropriate steps Miami-Dade County Parks, Recreation and Open Space Department could use to increase visitation of the park. New business practices needed to be instituted for cost of service tracking, market based pricing, effective promotions of programs and events and in hiring or contracting the right people to make the site fun, enjoyable, productive and memorable. The business plan also provided a process to make the facility work as a signature park in a sustainable business model.

Miami Dade County Brickell Station Park Business Plan (2014)

MIAMI DADE COUNTY, FLORIDA

In order for the development to be truly “Open Transit”, a totally integrated vision needed to be created that included transit, real estate, real estate development, and public space design for the Brickell Station site. The goal of the project was to use the value of a park to drive users to support and use transit services. The business planning process provided the Department a demonstration model on how to work with a transportation agency in driving future business through great programming of the site. The financial incentive that the Department will share is based on increased ridership and the dollars raised from earned income.

Miami Dade County Regional Parks & Recreation System Strategy (2015)

MIAMI DADE COUNTY, FLORIDA

Miami-Dade County Parks, Recreation and Open Spaces desired to evaluate development of a Regional System Strategy to guide decision-making for the future development and management of parks, trails, recreation and open space opportunities in Miami Dade County for the next ten years. PROS Consulting evaluated the 260 Miami-Dade County Parks by using set criteria discussed during the Regional System Workshops with staff. Along with discussions with staff, PROS also used mapping by level of service by Commission District, a financial analysis, and the Community Interest Survey to give each park a level of confidence for whether to “keep” a park or “transfer” a park to another municipality within Miami-Dade County.

Project Reference: Ms. Maria Nardi, Parks and Recreation Director; 275 NW 2 Street, Suite 542; Miami, FL 33128; 305-755-7860; maria.nardi@miamidade.gov



Miami-Dade County
Park, Recreation and Open Space Department
Regional System Strategy – Final Report
November 2015





Section Five – Project Understanding and Approach

Project Understanding

The City of Fernandina Beach desires an assessment through a systematic process to collect and evaluate information regarding the Parks and Recreation Department’s internal staffing capacity. The assessment will focus on functionality and effectiveness as it relates to management and their responsibilities in the organization. In summary, we propose a proven approach that can aid the City and will:

- Engage the leadership and appropriate staff to complete a planned review and assessment of current internal capacity, as well as methods and processes to classify services.
- Assess the internal structure and systems of the organization and their respective business and functional units.
- Analyze existing policy and procedures management, staffing utilization, work planning and management of existing programs and facilities.
- Shape financial and operational preparedness through innovative and “next” practices.
- Provide outcomes that will streamline the organizational structure and current staffing levels to ensure the highest levels of efficiency.

Following is a detailed approach to the City of Fernandina Beach services related to implementing specific action items.

Scope of Services

Task 1 – Kick-Off Meeting and Staff Input

A. Kick-off Meeting & Project Management – A kick-off meeting should be attended by the key Department staff members and PROS Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the PROS team. Detailed steps of this task include:

- **Confirmation and Outcome Expectations** – The project goals, objectives, scope, and schedule will be confirmed. Discuss outcome expectations of the completed project. **The project will be completed over 120 days.**
- **Communications** – Confirmation on lines of communication, points of contact, level of involvement by Department and City leaders and staff, and other related project management details. Also, protocols and procedures for scheduling meetings should be agreed to. It is anticipated that PROS Consulting will be in the City of Fernandina Beach a minimum of 5 days on site that will include three trips.
- **Data Collection** – The PROS Team will collect, log, and review key data and information to facilitate a thorough understanding of the organization. Data PROS would like to review include the following: Operating Budget for the last three years, Staff organizational charts and staffing levels by division, Past Citizen Surveys, Staff Classification levels and pay ranges, Park and Facility Amenity inventory, Program Brochures, Job Analysis questionnaire, and any Efficiency Study Audits conducted.
- **On Site Assessment** – The PROS Team will conduct an on-site assessment of existing facilities that are managed by staff, review of program offerings and interviews with staff over a two-day period to start the project. Also, the PROS Team will work with the staff to develop a SWOT analysis highlighting existing Strengths, Weaknesses, Opportunities and Threats faced by the Department.

- B. Individual Interviews** – PROS will complete up one day of interviews with the key Parks and Recreation staff. The focus on these meetings will be to gain insight in to how people see the services being provided, ways to operate in a more sustainable manner, tolerance for change in the way the system operates and how they feel about organizational and potential policy changes that could affect the staffing requirements.

- C. Focus Group Staff Meetings** – The PROS Team will conduct focus group meetings with Parks and Recreation Department staff. PROS proposes one day of separate focus group sessions (up to 6 total) with the various staff. The meetings will last 1 to 1.5 hours and will seek input in regards to staffing, with respect to management practices, functions, programs and services of the Department.



- D. Malcolm Baldrige Organizational Culture Survey** – As part of the organizational assessment, the Consulting Team will evaluate the culture of the organization to determine organizational readiness and willingness to move forward on key recommendations. The Consultant Team will organize and develop a staff and workforce engagement survey modeled after the Malcolm Baldrige Quality Assessment Survey titled “Are We Making Progress?” which rates the perceptions of employees regarding leading issues in the workplace.

This survey assessment will be developed based on the survey instrument of the Baldrige National Quality Program, a program of the National Institute of Standards and Technology, which is a component of the U.S. Department of Commerce. The questions of the survey are designed to assess the nature and degree of employee engagement in performing the functions and meeting the vision of the organization.



- E. Key Skill Set and Competency Questionnaire** – The Consulting Team will implement an online questionnaire to determine current and needed knowledge, skills, and abilities (KSAs) in job performance. The questionnaire will be completed by all staff and submitted directly to the Consulting Team.

This will provide yet another mechanism for staff input as a means for verifying information from the focus groups and individual leader interviews and provides a more anonymous communication tool. The questionnaire includes specific topic areas for employees to address and results will facilitate the gap analysis including training requirements.

- F. Review of Organization Structure and Service Classification Analysis** – PROS will evaluate governance of the Department’s core functions in the overall structure with recommendations on how to operate in the most effective functional and efficient manner. The Consulting Team will conduct a work session with key



management staff on what they consider to be core essential services, important services, and value-added services based on observations, individual interviews, focus group interviews and operating practices. The outcomes of these work sessions will be:

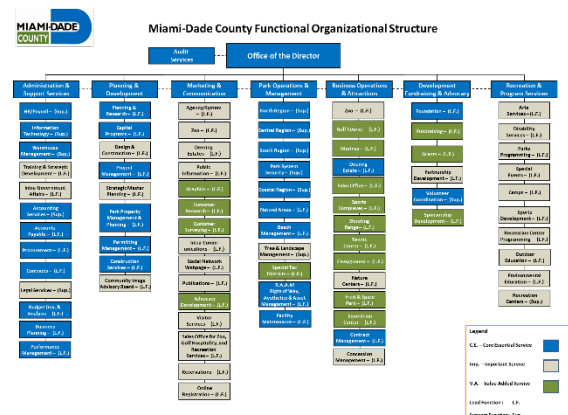
- All services and functions of the agency are classified as (a) Core, (b) important, or (c) Value Added based on definitions and criteria agreed upon with the Project Team.
- Appropriate performance measures for each classification of service will be determined and applied to all functions and services.
- The Consultant Team will compile the results of the work session into a summary of services and functions by classification. Additionally, broad performance standards for each service and function that align with their classification will be developed. An example of how these performance standards as cost recovery expectations can be applied is illustrated in the table below.

Service Category	Description	Cost-Recovery Expectations
Core	Services the agency <u>must</u> provide to meet its mission, and statutory and/or regulatory obligations; maintains valuable assets and infrastructure investments; essential to protect visitor safety; preserves the integrity of natural and cultural resources; reasonably expected and supported (or demanded) by visitors	Largely supported by taxes with little or no cost-recovery
Important	Services the agency <u>should</u> provide or are important to effectively serve visitors; may expand or enhance provision of core services; broadly supported and utilized by visitors, although support may be conditional upon the perceived benefit, quality, and pricing of the services	Supported by a balance of taxes & earned revenues
Value Added	Services the agency <u>may</u> provide when they are fiscally sustainable through visitor support; add value above and beyond what is required or expected of the agency's core functions; are easy opportunities to integrate alternative providers and operators into providing services at one or more sites	Heavily or fully supported by earned revenues

Task 2 - Internal Operational Assessment

A. Internal Operational Process Review – The PROS Team will document and analyze the internal operations of the Parks and Recreation Department. The internal operational assessment will be centered on sustainability, efficiency, and organizational alignment. This analysis will be a high level review that identifies the staffing situation of the Parks and Recreation Department. PROS will assess the various Divisions' structure and work practices to determine strengths, weaknesses, opportunities, and threats to success. This will include analyzing current operational processes and service delivery, comparing unit cost of services and level of productivity as well as organizational culture and values. In addition, "best practice" recommendations will be identified for implementation. This assessment will be performed through on-site evaluations and analysis of collected data. Specific areas to be assessed:

- Organizational design and staffing levels/alignment
- Existing policy and procedures management



- Performance measures
- Organizational Culture
- Staffing utilization
- Work planning
- Staff training by major job functions
- Service contracts used to offset fulltime and part-time or seasonal staff
- Use of Activity Based Costing
- Partnerships/volunteer support and management
- Evaluate cost recovery by core service and core facility with options to increase cost recovery levels to maximize space
- Capacity management of existing programs and facilities

This assessment will aid the Department in streamlining its organizational structure and current staffing levels to ensure the highest levels of efficiencies that are critical in today's economic environment. PROS will focus on new ways to deliver parks and recreation services. PROS will outline the Department's capability to bring on new projects and its impact on existing operations.

Task 3 - Report and Implementation

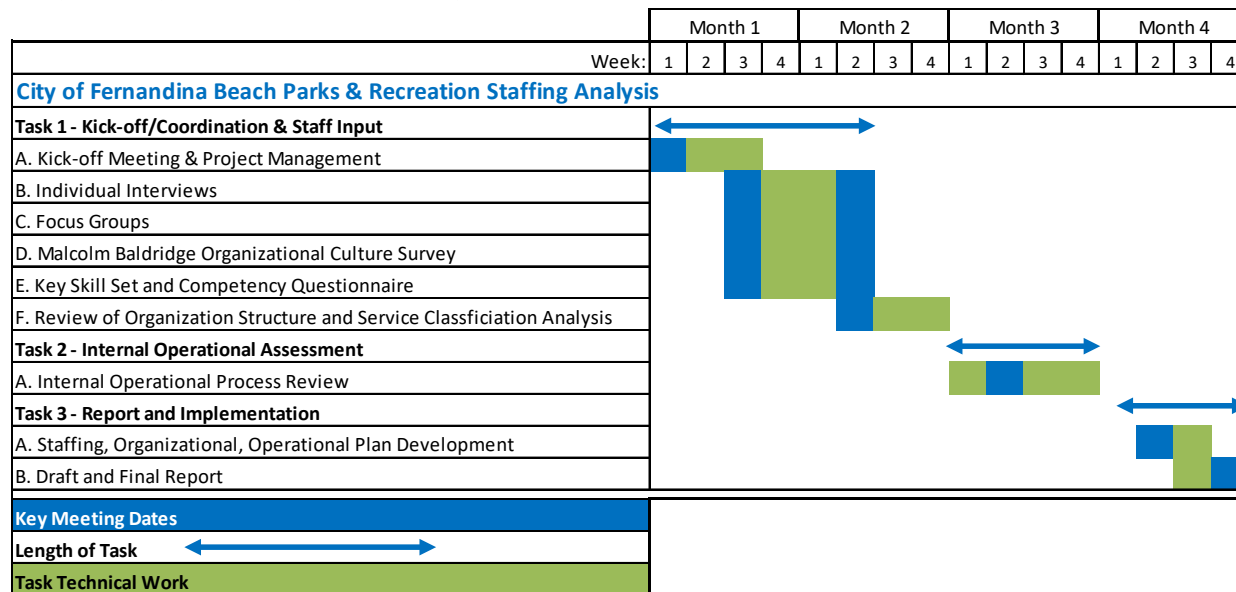
- A. Staffing, Organizational, Operational Plan Development** – Upon consensus of the Key Findings from the Operational and Staffing Review, PROS will prepare a Functional Organizational Structure completed with supporting strategies, actions, responsibilities, and priorities/timelines. This will be reviewed with City Management staff and Parks and Recreation Management staff in a half-day workshop. PROS will propose a prioritization schedule and methodology used in successful organizational plans across the United States.
- B. Draft and Final Report** – The PROS Team will prepare the draft Comprehensive Staffing Analysis Plan with strategies taking into account all analysis performed for the staffing study. Once the Draft Plan is approved, the PROS Team will prepare a final summary report and present to the City. The final plan will be prepared with a Summary Report delivered along with associated appendices (technical reports). The PROS Team will provide one (1) unbound copy and five (5) copies of the printed and bound final Organizational Staffing Analysis Plan document.





Schedule

The project approach and scope of work detailed in this proposal can be completed by the PROS Team collaboratively with the Department. PROS can begin the project immediately and has the capability and availability to meet the four-month deadline. Specific dates will be set during the kick-off meeting process and the PROS Team will consider any special requirements by the City in regards to scheduling to meet your expectations.



Section Six - Fee Proposal

The following fee breakdown is based on the project approach described in the Scope of Work for the City of Fernandina Beach. The PROS Team has based this fee on our current understanding of City's goal for the project. We would appreciate the opportunity to meet and discuss the project approach and fees to ensure they are consistent with the expectations of the City. This fee is a not-to-exceed amount and includes all costs, both direct and indirect, including any reimbursable expenses.

Task 1 - Kick-off/Coordination & Staff Input	
A. Kick-off Meeting & Project Management	\$ 1,860
B. Individual Interviews	\$ 1,400
C. Focus Groups	\$ 2,560
D. Malcolm Baldrige Organizational Culture Survey	\$ 1,960
E. Key Skill Set and Competency Questionnaire	\$ 1,960
F. Review of Organization Structure and Service Classification Analysis	\$ 2,560
Expenses	\$ 1,200
Subtotal Dollars	\$ 13,500
Task 2 - Internal Operational Assessment	
A. Internal Operational Process Review	\$ 3,720
Expenses	\$ 1,000
Subtotal Dollars	\$ 4,720
Task 3 - Report and Implementation	
A. Staffing, Organizational, Operational Plan Development	\$ 2,850
B. Draft and Final Report	\$ 2,850
Expenses	\$ 1,050
Subtotal Dollars	\$ 6,750
TOTAL EXPENSES	\$ 3,250
TOTAL FEES	\$ 21,720
TOTAL DOLLARS	\$ 24,970

Section Seven - City Exhibits A-H

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "A"

CONTACT SHEET/PROPOSAL FORM

PARKS & RECREATION CONSULTANT: \$ 24,970

Name: PROS Consulting, Inc.

Federal Taxpayer ID: 35-1962892

Mailing Address: 201 S. Capitol Avenue, Suite 505

City, State, & Zip Code: Indianapolis, IN 46225

Telephone: 877.242.7760 **Fax:** 877.242.7761

Email: leon.younger@prosconsulting.com

Submitted By: Leon Younger

Title: President

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Katherine Younger **Title:** Chief Operating Officer

Email Address: katherine.younger@prosconsulting.com **Phone:** 317.840.2020

***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
RFP 18-10
PARKS & RECREATION CONSULTANT

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.

- RFP# 18-10
1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
 2. This sworn statement is submitted by (entity) PROS Consulting, Inc. whose business address is 201 S. Capitol Ave., Suite 505; Indianapolis, IN 46225 and (if applicable) Federal Employer Identification Number (FEIN) is 35-196892 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
 3. My name is Leon Younger 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

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

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.
- X 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.)
- X 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.)
- X 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.)

Jean Younger 5/22/2018
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 22 day of May, 201 8, and is personally known to me, or has provided _____ as identification.



Katherine Younger
Notary Public
My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

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: PROS Consulting, Inc.

CITY: Indianapolis STATE: IN ZIP CODE: 46225

SIGNATURE: Leon Younger PHONE: 877.242.7760

NAME (TYPED OR PRINTED): Leon Younger TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

RFP#18-10

Bid/Proposal Number: _____

Project Description: Parks & Recreation Consultant

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: PROS Consulting, Inc.

Authorized Signature: Jon Younger

Title: President

Date: 5/22/2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

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: Leon Younger Title: President

Signature: Leon Younger Date: 5/22/2018

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP# 18-10.

This sworn statement is submitted by (entity) PROS Consulting, Inc. whose business address is 201 S. Capitol Ave., Indianapolis, IN 46225 and (if applicable) Federal Employer Identification Number (FEIN) is 35-196892 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Leon Younger 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 nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Leon Younger 5/22/2018
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 22 day of May, 2018, and is personally known to me, or has provided _____

Katherine Younger
Notary Signature

My Commission expires _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP# 18-10.

This sworn statement is submitted by (entity) PROS Consulting, Inc. whose business address is 201 S. Capitol Ave., Indianapolis, IN 46225 and (if applicable) Federal Employer Identification Number (FEIN) is 35-196892 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Leon Younger 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.

Leon Younger 5/22/2018
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 22 day of May, 2018, and is personally known to me, or has provided _____ as identification.

Katherine Younger My Commission expires: _____
Notary Signature



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 18-10
PARKS & RECREATION CONSULTANT

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO 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.

PROS Consulting, Inc.

5/22/2018

Firm

Date



Leon Younger, President

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



pros 
consulting
INC.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-90
Engineering Services - Ayres Associates

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-90.

SYNOPSIS: The City Commission established as one of its goals (Resolution 2018-30) to examine the condition of the seawall and the ground to the landward side of the seawall in the vicinity of Parking Lot B (boat ramp to Brett's Waterway Cafe).

The City Manager solicited proposals to respond to a series of questions related to the scope of the examination. Three engineering firms with marine experience and included on the City's list of pre-approved professional consultants were invited to respond in order to determine compliance with the State's Competitive Consultants Negotiation Act (CCNA). The three responses were from Ayres Associates (\$15,000), GAI (\$25,000-\$50,000), and Baker Klein (declined to support project).

Under the provisions of the CCNA, if a majority of proposals submitted exceed \$35,000, the study requires a formal Request for Qualifications. Since a majority of proposals submitted did not exceed \$35,000 (only one of three at best), the City may proceed under the terms of its Purchasing Policy. In this case, the cost is within the City Manager's discretionary allowance, but for the purpose of transparency, the City Manager requests City Commission review.

FISCAL IMPACT: Funds (\$450,000) were provided in the 2018-2019 General Appropriations Act under Line Item 1595A of the State budget for the project and will be made available through a cost reimbursement grant, which will require execution of a grant agreement with the Department of Environmental Protection. Funding for this study (\$15,000) will be drawn from the State appropriation related to the Stormwater Shoreline Stabilization project. Approving an agreement with Ayres requires a budget amendment. Staff recommends increasing the Marina State Grant revenue account, 480 33400 by \$15,000 and increasing the Marina Professional Services account, 480 53100 by \$15,000. This budget amendment increases the Total City budget from \$139,346,694 to \$139,361,694.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-90.

Dale Martin, City Manager	06/11/2018
Patti Clifford, Comptroller	06/22/2018
Dale Martin, City Manager	06/25/2018
Tammi E. Bach, City Attorney	06/25/2018

Date: May 29, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-90

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE 2017/2018 FISCAL YEAR BUDGET; APPROVING ENGINEERING SERVICES BY AYRES ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$15,000 IN FISCAL YEAR 2017/2018; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the State of Florida in the 2018-2019 General Appropriations Act provided \$450,000 to the City of Fernandina Beach for a Stormwater Shoreline Stabilization; and

WHEREAS, as part of the design review necessary to determine the appropriate course of action to achieve stabilization, City staff solicited three quotes for engineering services related to the existing seawall/bulkhead; and

WHEREAS, under the provisions of the State of Florida's Competitive Consultants Negotiation Act (CCNA), if a majority of quotes received exceeded \$35,000, the selection of a consultant would require a formal and competitive Request for Qualifications; and

WHEREAS, only one of the quotes submitted could be considered to have exceeded \$35,000, so the City may proceed with the selection process under the terms of the City's Purchasing Policy; and

WHEREAS, neither the Revenue (grant funding) nor this expenditure were included in the Fiscal Year 2017/2018 budget and, therefore an amendment to the budget is required to award this agreement; and

WHEREAS, staff recommends amending the Fiscal Year 2017/2018 budget by increasing the Marina State Grant revenue account, 480 33400 by \$15,000 and increasing the Marina Professional Services account, 480 53100 by \$15,000. This budget amendment increases the Total City budget from \$139,346,694 to \$139,361,694.

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

SECTION 1. The City Commission hereby amends the Fiscal Year 2017/2018 budget to include the State appropriation of \$450,000 for the Stormwater Shoreline Stabilization project.

SECTION 2. The City Commission hereby approves amending the Fiscal Year 2017/2018 budget by increasing the Marina State Grant revenue account, 480 33400 by \$15,000 and increasing the Marina Professional Services account, 480 53100 by \$15,000. This budget amendment increases the Total City budget from \$139,346,694 to \$139,361,694.

SECTION 3. The City Commission hereby approves engineering services by Ayres Associates as described on Exhibit "A" in an amount not to exceed \$15,000.

SECTION 4. The City Manager and City Clerk are hereby authorized to execute all documentation, upon review and approval of the City Attorney.

SECTION 5. This Resolution shall become effective immediately upon passage.

ADOPTED this 3rd day of July, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

- What is the life expectancy of the seawall between the boat ramp and Brett's Restaurant (approximately 300 lineal feet)?
- Explain the differences (cost, lifespan, etc.) between concrete panels, steel panels, and vinyl-coated panels with regard to seawall construction. If the seawall needed to be replaced, do you have a preference for construction material?
- If reconstruction is necessary, how deep (and how high) should the panels be constructed?
- For reconstruction, would the existing boardwalk have to be removed? Could (Should) an additional wall be added to minimize localized storm surges?
- Holes frequently occur landward behind the seawall. What could be creating these holes? Would soil borings be appropriate to further investigate? If so, please provide an estimated cost to conduct and examine six soil borings.
- **Please provide an estimated cost to formally respond to the above-mentioned queries. If additional information is required/desired, please contact the City Manager.**

Nicole Bednar

From: Maslyn, Rick <MaslynR@AyresAssociates.com>
Sent: Thursday, May 10, 2018 7:23 AM
To: Dale Martin
Cc: Tammi Bach; Johnson, David
Subject: RE: Fernandina Beach Seawall
Attachments: Seawall Analysis.docx

Good morning Mr. Martin – Yes, Ayres Associates is very much interested in assisting Fernandina Beach with determining the best course of action for the seawall/bulkhead in question.

We have completed several of these types of projects throughout the State, as this is the type of project that we routinely perform for municipalities. In summary, a preliminary estimate of the effort needed to address the specific questions is two (2) days of field investigations with a 3-person OSHA compliant, State certified dive team. And, then about 4 days of subsequent engineering to review the results of the inspection findings and specifically address your list of questions (attached). **The estimated cost for these two tasks would not be more than \$15,000.**

Please let me know if you would like me to provide a formal proposal.

Also, wanted to follow up and left you know that I left you a voicemail message Tuesday afternoon, regarding my upcoming work schedule.

Please feel free to call me if you need additional information.

Thank you for the opportunity to possibly assist the City with their inspection and engineering needs.

Regards,
Rick

Rick Maslyn, CBI

Supervisor - Structural Inspection

Office: 813.978.8688 • **Direct:** 813.558.3349 • **Mobile:** 813.318.1577

MaslynR@AyresAssociates.com

www.AyresAssociates.com

From: Dale Martin [mailto:dmartin@fbfl.org]
Sent: Tuesday, May 08, 2018 1:17 PM
To: Dale Martin <dmartin@fbfl.org>
Cc: Tammi Bach <tbach@fbfl.org>
Subject: Fernandina Beach Seawall

Good afternoon:

It has been a few weeks since I spoke with you, but the City Commission confirmed its interest in securing the services of a professional engineer to review the conditions related to the City's seawall in the vicinity of the City marina.

If your interest remains in providing this service to the City, please examine the attached document and offer an estimated cost to address the issues contained therein. At this time, I am trying to determine how to best proceed with this study in compliance with applicable state statutes for professional services.

Thank you for both your interest and your patience.

Mr. Dale L. Martin
City Manager, Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3100



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Nicole Bednar

From: Jackie Rowland <jrowland@bakerklein.com>
Sent: Monday, May 14, 2018 2:58 PM
To: Dale Martin
Cc: Tammi Bach
Subject: RE: Fernandina Beach Seawall

Good afternoon Dale,

Thank you for sending the questions, the additional information was very helpful. Upon review of the project, I do not believe we will be able to take it on at this time. I wish you the best of luck with this project and please keep us in mind for future opportunities.

Thank you,
Jackie Rowland, PE
Structural Division Manager | [Baker Klein](#)

219 N. Newnan Street, 2nd Floor | Jacksonville, FL 32202
[e jrowland@bakerklein.com](mailto:jrowland@bakerklein.com) o 904-356-8520 d 904-559-2664 f 904-559-2678

[bakerklein.com](#) | Engineering | Construction | Design-Build
Certified 8(a), DBE, EDWOSB, MBE, SBE

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From: Dale Martin <dmartin@fbfl.org>
Sent: Tuesday, May 8, 2018 1:17 PM
To: Dale Martin <dmartin@fbfl.org>
Cc: Tammi Bach <tbach@fbfl.org>
Subject: Fernandina Beach Seawall

Good afternoon:

It has been a few weeks since I spoke with you, but the City Commission confirmed its interest in securing the services of a professional engineer to review the conditions related to the City's seawall in the vicinity of the City marina.

If your interest remains in providing this service to the City, please examine the attached document and offer an estimated cost to address the issues contained therein. At this time, I am trying to determine how to best proceed with this study in compliance with applicable state statutes for professional services.

Thank you for both your interest and your patience.

Mr. Dale L. Martin
City Manager, Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3100



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- What is the life expectancy of the seawall between the boat ramp and Brett's Restaurant (approximately 300 lineal feet)? **Cannot accurately estimate without visual and physical inspection of the facility. This effort would likely need to include a marine contractor and a structural engineer.**
- Explain the differences (cost, lifespan, etc.) between concrete panels, steel panels, and vinyl-coated panels with regard to seawall construction. If the seawall needed to be replaced, do you have a preference for construction material? **Cost effectiveness varies based on quantity, length, installation method required, etc. A contractor would likely have better insight in to current pricing and pros/cons of material. We can arrange for a contractor to speak with you directly, if you would like.**
- If reconstruction is necessary, how deep (and how high) should the panels be constructed? **Cannot advise without site information and analysis.**
- For reconstruction, would the existing boardwalk have to be removed? Could (Should) an additional wall be added to minimize localized storm surges? **TBD based on design requirements and contractor's means and methods for construction. Not enough information to advise at this time.**
- Holes frequently occur landward behind the seawall. What could be creating these holes? Would soil borings be appropriate to further investigate? If so, please provide an estimated cost to conduct and examine six soil borings. **The most likely scenario is breaches in the wall, which then allow the water to pull the subgrade out from the landward side, causing the undermining to occur.**

- **Please provide an estimated cost to formally respond to the above-mentioned queries. If additional information is required/desired, please contact the City Manager.**

Dale, it would be helpful to hire a design team/contractor on a preliminary basis to conduct some survey, exploratory geotechnical work, and produce a report with construction options such as localized repairs vs. replacements with cost/benefit (lifespan) analysis comparison. A scope of work can be tailored to the City's budget for this effort. A large part of this preliminary cost (such as the survey and geotechnical work) would be required as part of a repair or replacement project – therefore I believe it would be money well spent. My “off the cuff” guess at a preliminary budget for this would be \$25,000 to \$50,000.

A large part of the cost will be dictated by the geotech and how they would need to access the site to obtain the information. We have done these projects in the past when the undermining on the landward side of the wall would not support a geotechnical rig; therefore a barge was required to obtain the geotech information which drove up the costs substantially. Same would be true for a surveyor and if survey info in the water would be required. This may require survey boat time, etc.

As part of a Design-Build Contract for Miscellaneous Infrastructure Improvements with the City of Jacksonville, GAI and JB Coxwell Contracting recently completed a brand new bulkhead for the City of Jacksonville along

River Road where this exact issue was occurring. We did the final walk-thru on this two weeks ago. I can reach out to JB Coxwell Contracting on Tuesday to find out what the final “all in” design and construction cost came out to be to give you an idea of what you are up against.

Happy to discuss further with you at your convenience.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2018-07
Zoning Map/Planned Unit Development (PUD) Amendment - Lake Park Drive in Amelia Park

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Enact Ordinance 2018-07 at Second Reading.

SYNOPSIS: Due to a lack of action on the part of the Commission at the quasi-judicial hearing on April 17, 2018, it is the opinion of the City Attorney that the Commission should hear the evidence and deliberate and take formal action by making findings of fact and conclusions of law. In other words, a motion has to be made and passed by the Commission to establish findings of fact and conclusions of law in order to complete a quasi-judicial hearing. The original application is for consideration of a Planned Unit Development Overlay (zoning change) amendment to the Amelia Park neighborhood regulating plan for 4.42 acres of undeveloped land located on Lake Park Drive.

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 March 14, 2018.

This Ordinance was approved at First Reading after a quasi-judicial hearing by the City Commission at its Regular Meeting on June 5, 2018. The City Commission is bound to approve this Ordinance in its legislative capacity at this second reading.

FISCAL IMPACT: Collection of impact fees, Technical Review Committee (TRC) review fees, and permitting fees associated with the development of sixteen new single-family detached homes. The City will also obtain property tax revenue associated with the ownership transfer from non-profit to privately held lands.

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): NA

Dale Martin, City Manager	06/22/2018
Patti Clifford, Comptroller	06/22/2018
Tammi E. Bach, City Attorney	06/25/2018

Date: June 08, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2018-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE AMELIA PARK PLANNED UNIT DEVELOPMENT OVERLAY DESIGNATING A PARCEL OF LAND TOTALING 4.42 ACRES LOCATED ON LAKE PARK DRIVE UNDER THE T1, T3, T4, AND CONSERVATION TRANSECTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board reviewed the applicant's amendment to the Amelia Park Planned Unit Development overlay regulatory plan as Case# 2018-01 at its Regular Meeting on March 14, 2018, and unanimously recommended approval of the requested change to allow development of sixteen single family home sites on 4.42 acres of land fronting Lake Park Drive and assigning the T1, T3, T4, and Conservation transects on the subject property; and

WHEREAS, City Planning Staff found the applicant's request to be consistent with the intent of the Amelia Park development plan and existing overlay requirements; 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 December, 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 the PUD amendment is located on Lake Park Drive and identified as Parcel ID 29-3N-28-0000-0003-0090, totaling approximately 4.42 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 as consistent with the assigned transects for Amelia Park and retains the existing Medium Density Residential/ R-2 and General Commercial (C-1) 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 3rd day of July, 2018.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



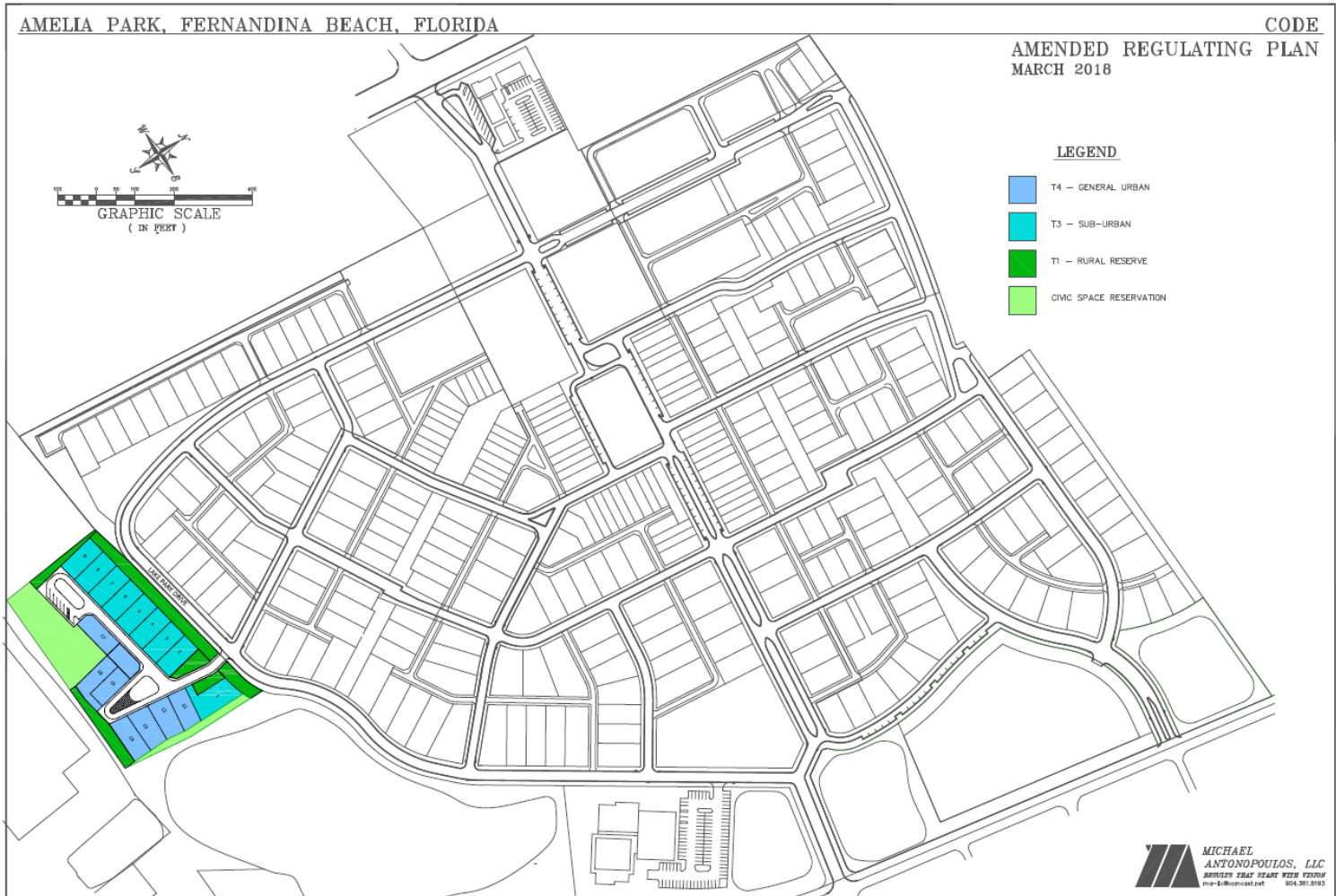
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

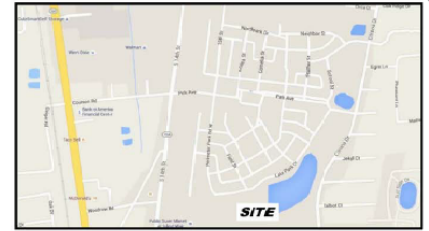
ORDINANCE 2018-07
EXHIBIT "A"

ZONING MAP CHANGE WITH PLANNED UNIT DEVELOPMENT OVERLAY CONSISTENT WITH AMELIA PARK TRANSECTS OF T4, T3, T1, AND CONSERVATION FOR AN APROXIMATELY 4.42 ACRE PARCEL IDENTIFIED AS 29-3N-28-0000-0003-0090 AND LOCATED ON LAKE PARK DRIVE.

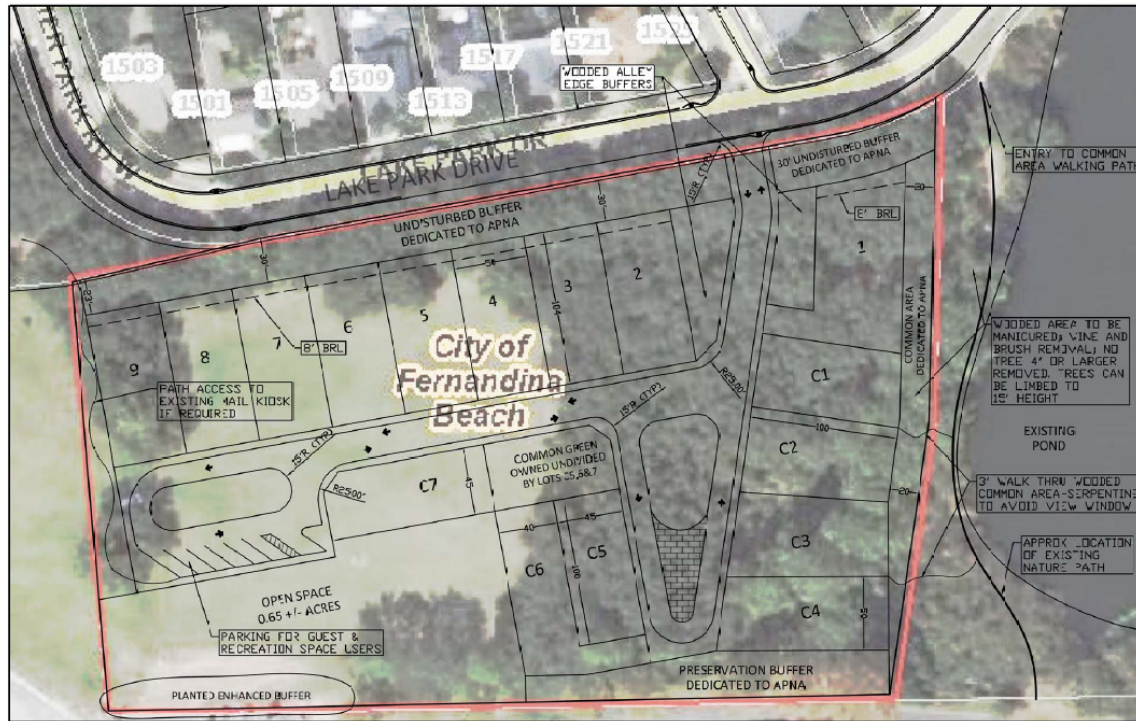
REGULATING PLAN



CONCEPT PLAN



VICINITY MAP



WRITTEN DESCRIPTION

AMELIA PARK – LAKESIDE PUD WRITTEN DESCRIPTION REVISED MARCH 8, 2018 **PUD Written Description**

INTRODUCTION

The proposed Project is located on the south side of Lake Park Drive opposite Lots 1 through 7, Block 14, Unit 6 in Amelia Park. The Land Use designation for the Parcel is Medium Density Residential (MDR) according to the City's Land Use Map allowing up to eight (8) units per acre. The Zoning classification is RS-2 with the Amelia Park PUD overlay.

The Parcel is 4.42 acres and partially treed. The proposed project includes two types of single-family detached residential homes; Lots 1 through 9 as shown on the Site Plan meeting the criteria of House Type III under the existing PUD, and lots C1 through C7 meeting the criteria of House Type II under the existing PUD.

Total Site: 4.42 acres
Number of Lots: 16
Density: 3.62 U/Acre

Residential structures shall consist of detached single-family homes on platted lots. The setbacks shall follow the criteria set forth in the existing PUD for Home Types II and III, except as stipulated herein. The maximum building height for residential and accessory buildings shall be 35'.

The original version of the PUD approved in 1992 allowed a maximum of 421 dwelling units. A total of 387 residential units have been developed or approved in all other units of Amelia Park. A balance of 34 units remains available under the PUD, of which this application includes 16 units, less than half of those available, on the only remaining undeveloped/committed land in Amelia Park.

PARKING

Parking for a minimum of two vehicles shall be provided within the driveway or garage of each residential unit. Sufficient parking to serve a model home or sales office will be located either on an adjacent stabilized lot or in the alley parking spaces described below, until the model home/sales office has been sold or upon build-out of the residential units. Angled parking spaces will be located in the turn-around of the east bound lane of the alley serving Lots 2 through 9. One parking space and interconnecting sidewalks, if any, will comply with the requirements of the Americans with Disabilities Act.

STORMWATER

There are several existing retention ponds that serve Amelia Park. All stormwater runoff generated by the Project will be detained and treated in the existing ponds and will be subject to compliance with SJRWMD requirements. The existing storm water permit will be modified, if required, to address changes in the system to accommodate runoff from the proposed Project. The Amelia Park Neighborhood Association, Inc. (APNA) has agreed to cooperate with the Applicant in pursuing said permit, at no cost to APNA.

ACCESS

Vehicle access to all lots will be via a proposed two-way alley as shown on the Site Plan. The alley's connection to Lake Park Drive will align at its intersection with Field Street. A stop sign will be provided at this new intersection. This alley terminates with a one-way loop. A one-way

loop also serves Cottage Lots C2 through C6. The minimum right-of-way and pavement widths of the two-way alley are 30' and 20', respectively. Minimum pavement width for the one-way portions of the alleys is 14'. Minimum alley right-of-way returns are 15'. Lighting in the alley shall be kept to a minimum.

BUFFERS / OPEN SPACE

- a. A minimum of a 30' buffer will be preserved adjacent to Lake Park Drive. This buffer will taper to 23' from the western-most point of the property that is contiguous to Lake Park Drive at the northwest property corner. No sidewalks shall be allowed to be constructed in this buffer or in the adjacent Lake Park Drive right-of-way. A sidewalk is allowed in the front setback of lots 2 through 9, providing connectivity between these homes. To accommodate this sidewalk, the front yard setback of these lots is increased to 8'.
- b. A buffer will be provided along the property's eastern boundary. This buffer will be 20' wide from Lake Park Drive to the common property corner of Lots C2 and C3 at which point it tapers to 0' at the property's southeast corner.
- c. A wooded edge buffer will be preserved between the alley and Lots 1 and 2; shown on the Site Plan as "Wooded Alley Edge Buffers."
- d. A buffer will be preserved on the south property line adjacent to Lots C4 and C6, including the terminus of the alley.

All preserved buffers will remain wooded in their natural condition and shall be dedicated to APNA at no cost. Select clearing shall be allowed in the eastern property buffer (b) limited to removal of small trees (4" or smaller), vines, and noxious or invasive vegetation. Preserved trees may be limbed to a height not to exceed 15'. The select clearing shall be approved by the APNA landscape committee with the understanding that the objective is to provide a "filtered" view of the lake after completion of the select clearing. Two 3' wide paths, constructed of natural material such as shell, mulch or wood, connecting lots C1 through C4 to the existing nature walk on the adjacent APNA property shall be allowed. APNA shall not erect or construct any object or material on its property adjacent to the lake that will impede or detract from the lake views from Lot 1 or Lots C1 through C4.

A 0.65+/- acre open space tract will be dedicated to APNA at no cost. Allowable uses in this tract include children's playground, adult recreation activities or passive park. No activities are required. Landscaping shall be added to this tract to extend the natural buffer along the southern property boundary to the southwest corner. The landscape plan shall be mutually developed by the Applicant and the APNA landscape committee.

A common green adjacent to the front lot lines of Cottage Lots C5 through C7 will be dedicated to those lots in an undivided interest. This interest will attach to each of those lots and cannot be separated from ownership of those lots. The treed portion of this tract shall remain treed. Clearing of the treed portion of this tract shall be limited only pursuant to the City's Landscape Code. The tract may be used for individual gardens of any or all of the owners of the tract.

A buffer will be provided along the western property boundary as shown on the Site Plan. In the event a common mail box is not approved by the USPS within the boundaries of Amelia

Park Lakeside, the existing mail kiosk located in Tract "M", Unit 7 of Amelia Park shall be modified to accommodate the additional homes at the expense of the Applicant, subject to the approval of the USPS. In such event, a path shall be provided in this western-most buffer as shown on the Site Plan.

Total open space includes the following areas as shown on the Site Plan:

Lake Park Buffer (Lots 2-9): 0.30+/- Acres

Lake Park Buffer (Lot 1): 0.08+/- Acres

Eastern Boundary Buffer: 0.13+/- Acres

Alley Edge Buffers: 0.11+/- Acres

Southern Boundary Buffer: 0.14+/- Acres

Common Green Lots (C5, C6, C7) 0.08+/- Acres

Open Space 0.65+/- Acres

Western Boundary Buffer: 0.07+/- Acres

TOTAL 1.56 Acres (35% of Total Site Area)

UTILITIES

Water and sewer service for the Lots will be provided by the City of Fernandina Beach. Details of the utility extensions will be provided on engineering drawings at the design and permitting phase of the approval process. All utilities (including electrical) will be installed underground. Irrigation shall be provided for all planted areas connected the existing APNA irrigation loop at no cost to APNA.

Tree removal and protection will be provided in accordance with the City of Fernandina Beach Land Development Code. Trees existing within the Project will be removed only as necessary to facilitate construction of internal drive aisles, building footprints, parking areas, drainage facilities and other Project infrastructure or due to disease or safety concerns.

The property shall be annexed into the APNA and be made subject to the Amelia Park Master Deed Restrictions as recorded in Official Records Book 842, Page 0056 et. Seq and the Amelia Park Declaration of Charter, Easement, Covenants, and Restrictions as recorded in Official Records Book 842, page 0066, et. Seq. all in the Public Records of Nassau County. The annexation shall occur after recordation of the record plat for the subject property and prior to any home construction on any of the Lots.

From: Miriam Hill <miriam@miriamrhill.com>
Sent: Thursday, May 17, 2018 11:33 AM
To: Tammi Bach
Cc: Katie Newton; Dale Martin; Caroline Best; Nicole Bednar; Kelly Gibson
Subject: Re: YMCA Rezoning Motion for Rehearing

Tammi:

Thank you for agreeing that the commission failed to make findings of fact and conclusions of law based upon competent and substantial evidence. Given the lapse of time since our presentation of evidence, we agree that a rehearing is appropriate and necessary.

Since we're in agreement and in the interest of time, I don't think we need to argue a motion for rehearing before the commission. We will provide our presentation materials to Kelly early next week. Thanks again for your help.

Miriam

Miriam R. Hill | Attorney

Miriam R. Hill, Esq., PLLC

1890 S. 14th Street Suite 202 | Fernandina Beach, Florida 32034

M: 321.202.0636

Miriam@MiriamRHill.com

[Website](#) | [Linkedin](#)

On Thu, May 17, 2018 at 10:11 AM, Tammi Bach <tbach@fbfl.org> wrote:

Miriam: per our conversation this morning, you are going to file a motion for rehearing due to issues of due process from the rezoning hearing in April. If I receive this motion by 9:00AM tomorrow, Friday, May 18th, I will process the motion with the June 5th agenda. Please plan on arguing your motion for 5 minutes at the beginning of the agenda item. The motion argument can be limited to 5 minutes since it is not evidentiary (I just thought of this after we hung up the phone).

Tammi E. Bach, J.D., B.C.S.

Board Certified Specialist City, County & Local Government Law

City Attorney

City of Fernandina Beach

[204 Ash Street](#)

[Fernandina Beach, FL 32034](#)

[Ph# \(904\) 310-3275](#)

[Fax# \(904\) 310-3466](#)

tbach@fbfl.org





If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

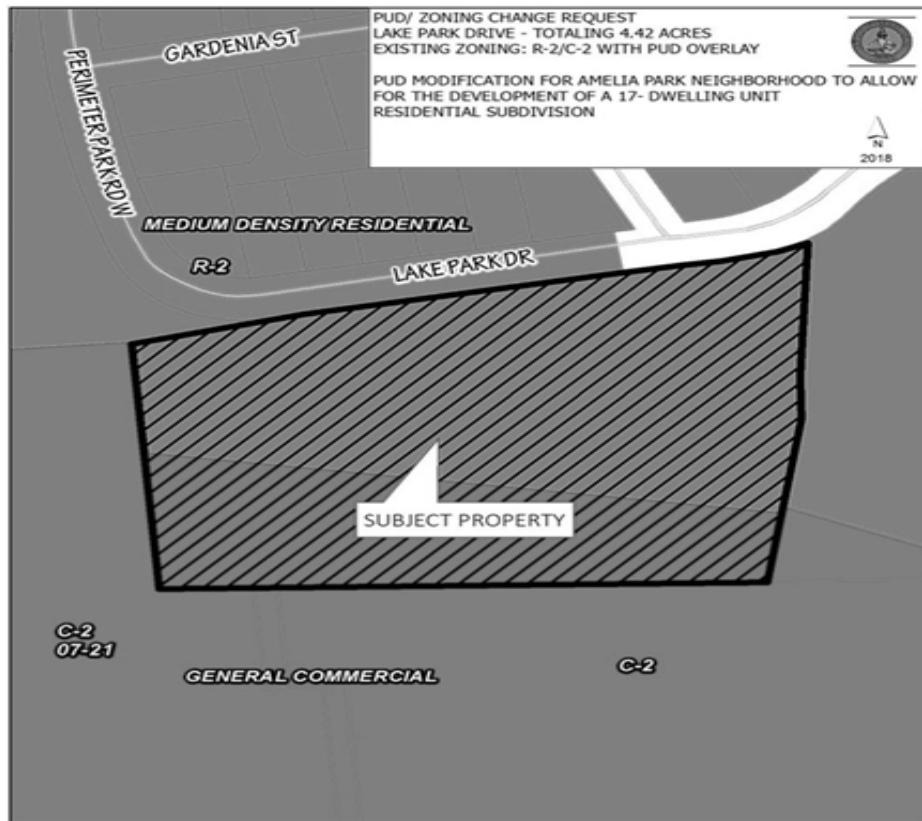
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NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, July 3, 2018, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2018-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE AMELIA PARK PLANNED UNIT DEVELOPMENT OVERLAY DESIGNATING A PARCEL OF LAND TOTALING 4.42 ACRES LOCATED ON LAKE PARK DRIVE UNDER THE T1, T3, T4, AND CIVIC SPACE RESERVATION TRANSECTS; 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 June 20, 2018 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

MEMORANDUM

To: City of Fernandina Beach Commissioners,
Dale Martin, City Manager,
Tammi Bach, City Attorney, and
Caroline Best, City Clerk

 From: Miriam R. Hill, ESQ., agent for The YMCA of Florida's First Coast,
Inc. (the "Applicant")

Re: Supplemental pleading for June 5, 2018 Quasi-Judicial Hearing
Item 8.1, first reading (rehearing) of Ordinance 2018-07 (the
"Ordinance") affecting 4.42 acres of land fronting Lake Park Drive in
Amelia Park (the "Parcel")

Date: June 19, 2018

At the City Commission meeting on June 5, 2018, during rehearing of first reading of Ordinance 2018-07, two Commissioners opposed the Ordinance, and each cited evidence which is inapposite to the consideration of the Ordinance. This memo is the Applicant's rebuttal to those statements.

The first opposing argument was by Commissioner Ross, who cited as legal authority for his position three policies of the Comprehensive Plan. The other opposing vote was from Mayor Miller, and was based upon testimony of an Amelia Park resident that the Realtor who sold him his property made certain representations regarding the future uses of the Parcel. Because the second argument is more readily disposed of, we address that argument first.

Florida law requires decisions in quasi-judicial hearings to be based upon evidence which is both "competent and substantial." *Yonge v. Askew*, 293 So.2d 395 (Fla. App., 1974). In other words, relied upon evidence must be relevant and verifiable. §90.401, F.S.; *Sims v. Brown*, 574 So.2d 131, 134 (Fla. 1991), stating, "to be legally relevant, evidence must pass the tests of materiality (bearing on a fact to be proved), competency (being testified to by one in a position to know), and legal relevancy (having a tendency to make the fact more or less probable) and must not be excluded for other countervailing reasons." See also *DeGroot v. Sheffield*, 95 So.2d 912, 916 (Fla.1957) (citations omitted), noting that, "in employing the

adjective 'competent' to modify the word 'substantial,' we are aware of the familiar rule that in administrative proceedings the formalities in the introduction of testimony common to the courts of justice are not strictly employed. *We are of the view, however, that the evidence relied upon to sustain the ultimate finding should be sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached.* To this extent the "substantial" evidence should also be 'competent'" (emphasis added).

Testimony presented regarding a Realtor's alleged statements as to the future uses of the Parcel is not relevant, verifiable evidence upon which this Commission should affirm or deny the requested PUD amendment. See §§90.607, 90.801, 90.802 F.S., (Florida Rules of Evidence excluding hearsay testimony). Even if the testimony was admissible, it is not relevant to an analysis of the Ordinance because it was not authorized by the Developer or Owner of the Parcel. Appellate Courts have held that in quasi-judicial hearings, "[only] relevant fact-based statements, whether expert or not, are to be considered." *Metro Dade County v. Blumenthal*, 675 So.2d 598 (Fla. 3d DCA 1995), at 607; Evidence must be "based on something more than mere probabilities, guesses, whims, or caprices, but rather ... [support] a reasonable foundation for the conclusion reached." *Dep't of Highway Safety & Motor Vehicles v. Trimble*, 821 So.2d 1084, 1086-87 (Fla. 1st DCA 2002).

While it is indeed troubling to hear testimony that unauthorized representations may have been made to purchasers, the Commission should remember that this testimony is being presented to challenge the otherwise valid zoning rights of the property owner.

What *is* relevant to this analysis are the verifiable representations made by the Developer regarding the Parcel. The Applicant is the owner of the property and is represented (as Agent) by the original Developer, Joel E. Embry.

Attached to this memo is an affidavit authenticating copies of marketing materials (Exhibit A and Exhibit B) *that were authorized* to be provided to prospective home purchasers. The materials contain depictions of site plans for Amelia Park, including the Parcel. Below each of the depictions is a statement that depictions are for illustrative purposes only and subject to revision. The Affiant attests that all marketing materials authorized to be provided to home purchasers contained similar language. It is noteworthy that preliminary PUD renderings on record prior to any residential sales in Amelia Park depicted 37 on-street parking spaces along Lake Park Drive and a clear-cut baseball field on the Parcel—a far

more intense permissible use than that currently being proposed (*see* Fernandina Beach Ordinances 92-31 at 52 and 97-129 at 19).

The balance of this memo addresses legal arguments made by Commissioner Ross.

At the June 5 City Commission meeting, Commissioner Ross read a prepared statement in opposition to Ordinance 2018-07 and cited, as legal authority for his position, Policy 6.03.03, Objective 6.05 and Policy 6.06.04 of the City's Comprehensive Plan. Commissioner Ross stated that these subsections of the Comprehensive Plan were the only legal requirements which the proposed Ordinance 2018-07 did not meet. As discussed in detail below, the cited policies do not apply to the Parcel because the policies pertain to, respectively, publicly owned land, land designated as open space on the FLUM, and land available for acquisition by the City. Because the Applicant has otherwise complied with the PUD process and requirements of law, Ordinance 2018-07 should be approved.

- I. Public Recreation Land Policy Not Applicable.** Commissioner Ross quoted Comprehensive Plan Policy 6.03.03 which states: "the City shall have a no net loss policy for recreation facilities." The entirety of section of 6.03 of the Comprehensive Plan pertains to *public* parks. The section is entitled: "OBJECTIVE 6.03. PARKS AND RECREATION *FACILITY MANAGEMENT*" (emphasis added). Section 6.01.01 incorporates, by reference, the 2015 Parks and Recreation Masterplan into the Comprehensive Plan. The Parks and Recreation Masterplan does not include private lands in its definitions of Parks and Recreation facilities. *See* Fernandina Beach Parks and Recreation Masterplan 2015 Section 2.3 at p. 22, referring to YMCA and other private and state-owned facilities, and stating that the city prefers to provide public parks and recreation facilities through City-owned facilities. *See* also City of Fernandina Beach Comprehensive Plan Policy 6.02.06, and Fernandina Beach 2015 Parks and Recreation Masterplan at page 37, stating that calculation of [12 acres] of parks land [to every 1,000 City residents] is using *City-owned parks and recreation land* (emphasis added).

The policies of Section 6.03 of the Comprehensive Plan apply to land managed by the City. Included in the requirements of Policy 6.03 is a policy regarding the amount of fertilizer to be utilized by the parks maintenance department (Policy 6.03.07), the use of native plants in park plantings (Policy 6.03.06), and the use of energy efficient vehicles by the

Parks and Recreation vehicle fleet (Policy 6.03.09). Application of this section to private land would result in a ludicrous—and in this case, unlawful—result.

The Parcel is private land, owned and operated by a private nonprofit. Since its inclusion in the PUD in 1992, the parcel is and has been private and has continuously been maintained by private entities. Because the parcel is private land, it is not subject to the no-net-loss policy within the Public Parks section of the Comprehensive Plan. As presented to the Board at the April 17 and June 5 Commission meetings, the requested amendment actually results in a *net increase* of preserved open space and passive park space available to the neighborhood, because now-private land will be assigned greenspace transects for the first time and passive park space and buffers will be deeded to the Amelia Park Neighborhood Association (“APNA”) as part of the development agreement between the Developer and the APNA (*see* proposed Ordinance 2018-07, at 3 and 6).

- II. Open Space not Designated or Required by FLUM.** Objective 6.05 was the second provision of the Comprehensive Plan cited by Commissioner Ross. Section 6.05 contains provisions pertinent to both public and private land, and land designated open space on the FLUM. Objective 6.05 states:

“Open spaces shall be protected within urbanized areas for their aesthetic, health, environmental, and economic benefits. The City shall continue to maintain standards *in its land development regulations* for the provision and maintenance of open space in the community, including in private developments and publicly owned lands” (emphasis added).

The Parcel is private land and was never assigned an open space designation on the FLUM. It is not subject to any land development regulations which require it to be open space. Other land within the PUD has been assigned conservation transects, preserve transects, and the like. See Amendment to Amelia Park PUD dated September 5, 2006, Fernandina Beach CU 2006-45 at page 4 “Regulating Plan” assigning Rural Preserve, Rural Reserve, and Civic Space Preservation Transects. The regulatory process for transect assignment requires that the current owner consent to the City assigning such a designation, and the Parcel owner has not so consented.

Not only does the requested amendment not violate any open space LDC or zoning requirement, it actually results in a net increase in preserve space on the parcel and in Amelia Park as a whole, as has been presented at the April 17 and June 5 Commission meetings. Accordingly, Policy 6.05 does not prohibit approval of the Ordinance.

III. Parcel not Available for Sale. Policy 6.06.04 is the last Comprehensive Plan policy cited in Commissioner Ross' statement in opposition. The subsection cited by the Commissioner appears in Section 6.06, which pertains to City acquisition of land for public parks and recreation space and is appropriately entitled, "Land Acquisition." The main heading of this policy states: The City shall maintain a program to continually evaluate the *potential purchase of land* for parks, recreation, conservation, and open space needs, and *shall identify and map potential land for acquisition as recreation or open space*" (emphasis added). Commissioner Ross cited section 6.06.04, and read only the first sentence of the section. If read in its entirety, it is clear that the subsection is a policy to be applied to lands acquired by the City. Policy 06.06.04 states:

Whenever possible, recreational sites should be established with active and passive uses to provide both recreational facilities and to ensure preservation or conservation of environmentally sensitive lands. The City shall identify those recreational sites containing environmentally sensitive lands and limit those portions to passive use recreation only; where it is determined that passive recreational use of these lands would not endanger the public health, safety, welfare, or environment.

The parcel in question is privately owned and under contract for sale and is therefore not available for purchase by the City. Impact Fees levied on Amelia Park development to date are substantial, have been paid in full and are required to be fully accounted for by the City. *See* F.S. §163.31801(b). Such amounts include parks and recreation fees which may be used by the City to purchase available land pursuant to Policy 6.06.07.

Because the above-cited evidence in opposition does not apply to the analysis of the Ordinance, we request it be excluded and a finding be made that the requested amendment complies in all material respects with the provisions of the Comprehensive Plan, the Land Development Code, and PUD.

The Amelia Park PUD is both a form of development and a regulatory process. The regulatory process of the PUD is the process undertaken by the City in assigning and approving zoning, density and uses and considering factors which affect property values and public health, safety and welfare (*See* F.S. §§163.3202, 163.3231; Fernandina Beach Ordinance 92-31, at 1-2; City of Fernandina Beach Charter Section 7 (a)(4); *see also* "Planning Implementation Tools, Planned Unit Development," Center for Land Use Education (Nov 2005) *avail at* <ftp.wi.gov/DOA/public/comprehensiveplans/ImplementationToolkit/Documents/PUD.pdf>).

The Amelia Park PUD, as it has been amended from time to time since its establishment in 1992, allows for a total of 421 residential units (Fernandina Beach Resolution 97-129 at 2). The units were approved after extensive consideration of level of service standards for traffic, fire rescue, police, sewer, water, and waste removal, among others (*See generally*, Fernandina Beach Resolutions 92-31, 97-129, and Fernandina Beach Resolution 2006-45). The total units approved under the PUD is not changing; of the 421 units that the PUD allows, only 387 units have been built or begun. The amendment utilizes 16 of the 34 remaining units. Because the 16 units have already been approved, the current analysis does not include level of service impacts.

The Amelia Park PUD provides for a mix of passive and active uses and more green space and preserve land in relation to residential land than is required by the City's Land Development Code. *See* Fernandina Beach Land Development Code Section 4.03.01 (I)(7) requiring twenty percent nonresidential use as compared with the approximately thirty percent nonresidential use in the Amelia Park PUD.

The creation of the PUD did not vacate the underlying zoning of R-2 and C-1; without further use restrictions through the PUD process, the zoning reverts to the underlying zoning. The requested use is essentially a down-zoning from the current zoning on the site. As noted in the Staff presentation at the June 5 commission meeting, the Parcel is currently zoned R-2 and C-1 and no use transect was ever applied under the PUD (*see, inter alia*, Fernandina Beach Resolutions 92-31, 97-129 and Fernandina Beach Resolution 2006-45).

See Fernandina Beach Resolution 97-129 II 1.(b):

It is agreed and understood that the remaining development of this PUD must be accomplished in accordance with the final development plan to be approved by the CITY in accordance with

such laws, ordinances and regulations as may be in effect at the time of such final development plan approval. *Notwithstanding the foregoing, the parties herein acknowledge that this PUD was adopted by the CITY by Resolution 92-31 as a conditional use which may be abandoned, returning the undeveloped portion of the land to the existing zoning classifications* (emphasis added).

The developer has in all respects complied with the requirements of the 1992 PUD. The proposed amendment would not raise health, safety and welfare concerns. To the contrary, even opponents of the proposed Ordinance acknowledge that Amelia Park is a net contributor to the City in terms of revenues raised and services utilized.

As Commissioner Ross stated, the analysis from the City's perspective is rather narrow. The question is whether the proposed amendment complies with the Comprehensive Plan and Land Development Code. The answer to that question is yes.

Because the Applicant has met the legal requirements of the PUD, the Comprehensive Plan and the Land Development Code, we respectfully request that you make findings of fact consistent with the foregoing and vote for passage of Ordinance 2018-07 on July 3.

Exhibit A



SIMPLE PLEASURES ARE THE BEST



Amelia Park
AMELIA ISLAND, FLORIDA

A Great Place To Live

REDISCOVER TRADITION

*"Amelia Park
was designed
to embrace
the guiding
principles
that created
America's
greatest
traditional
neighborhoods."*



To Move Forward, Sometimes You Have to Step Back

The first half of the Twentieth Century was a golden age in American neighborhood design. Homes had wonderful front porches where families rocked after supper and chatted with neighbors as they passed on the sidewalk. Homes were nestled along narrow, interconnecting, tree-lined streets, with public parks, alleyways and rear-facing garages—all designed for people, not cars.

It was a place where we lived, worked and played together, sharing a real sense of community spirit and belonging.

It was home.

Where can you recapture that kind of lifestyle in today's world of look-alike subdivisions? Where can you find the best of traditional living in a contemporary setting that still respects your need for privacy?

Amelia Park is a place where it's all possible. Again.

Amelia Park A Community By Design

Communities like Amelia Park don't just happen. From the outset, Amelia Park was designed to embrace the guiding principles that created America's greatest traditional neighborhoods.

Local architects, builders, media representatives, prospective residents and surrounding neighbors all participated in the planning of Amelia Park during a week-long session led by internationally acclaimed neighborhood planners, Andres Duany and Elizabeth Plater-Zyberk. The result was a land use plan which brings together a community of up to 421 residential units (including single family homes, multi-family homes, townhomes and apartments), 70,000 square feet of commercial retail space, and a range of professional office and civic buildings including a post office, a police station and a multi-purpose meeting hall. At Amelia Park, professional offices and residential apartments are permitted in second- and third-floor locations above retail stores.

Amelia Park is also home to the Nassau County YMCA's new 45,000 square foot facility which houses exercise facilities, a gymnasium, a pool, meeting space and playgrounds. The YMCA's facility plan includes open playing fields and outdoor jogging trails around Amelia Park's eight-acre lake.

This type of community involvement is a big part of the reason why Amelia Park was recognized as the "Best Public Sector Master Plan" by the Northeast Florida Planning and Zoning Association.

Honoring the Island's Heritage

The City of Fernandina Beach supported the objectives of Amelia Park by addressing zoning that guides the style of virtually every facet of the community, relying on the historic downtown area of Fernandina Beach as a guiding example.

Surrounded by all conveniences, Amelia Park was designed to become part of the fabric of Amelia Island rather than an afterthought. With connections to existing roads and adjoining properties, the design for Amelia Park is open. Its neighborhood center is intended to become a "Main Street" environment that will serve to unify Amelia Park with surrounding neighborhoods in the central portion of Amelia Island.



TRADITIONAL NEIGHBORHOOD LIVING AT

The developers of Amelia Park envision a community that will evolve naturally over time—just like the great traditional neighborhoods Amelia Park was based on. As a homeowner here, you'll have a rare opportunity to help found and build this area's first new traditional neighborhood in over 50 years.



Homes To Match Your Lifestyle

One of the features that made traditional neighborhoods so vibrant and livable was their diverse mix of home styles and prices. The planners and developers of Amelia Park are striving to recreate the diversity of those traditional neighborhoods with a selection of homes designed to accommodate a wide range of lifestyles and prices—all featuring modern amenities while retaining the charm of traditional architectural design.

Amelia Park's traditional homes will range from compact, three-bedroom cottages to expansive two-story homes. Whatever home style you choose, it can be adapted to include a studio option or a garage apartment to accommodate extended family life or working from home.

For those who need less space, the master plan at Amelia Park also calls for townhomes built around a central neighborhood square, as well as other multi-family housing including duplexes, quadraplexes, garage apartments and apartments over storefronts.

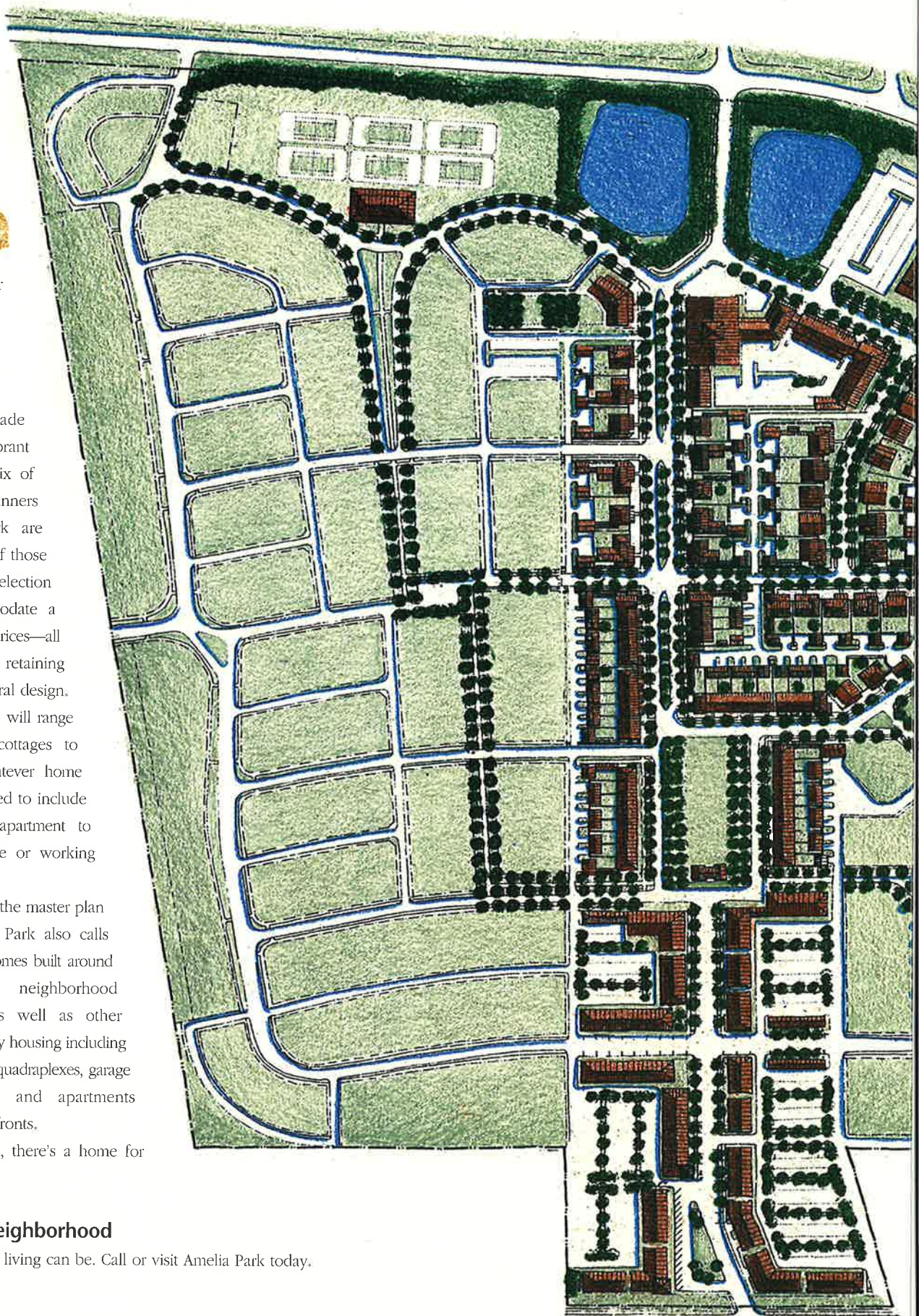
In short, there's a home for everyone.



Make Amelia Park Your Neighborhood

Find out how good neighborhood living can be. Call or visit Amelia Park today.

It's a great place to live.



AMELIA PARK

Located one mile from the Atlantic Ocean on 106 acres near Fernandina Beach's historic downtown, Amelia Park is at the heart of Amelia Island.



- Amelia Park's master plan calls for a pedestrian walking system and parks that interconnect, lending to the integrated sense of community.
- The planned neighborhood square will serve as the focal point of the community... a great place for residents and visitors to congregate for special events such as community gatherings, picnics or holiday celebrations.
- Today's families need high-quality care for their children that's close to home. Amelia Park's planners have designated a site for a child-care center that will be an integral part of the neighborhood.
- The community meeting hall is a tradition as old as America itself. Amelia Park has received approval from the City of Fernandina to build a spacious, multipurpose building to accommodate civic activities, social events and religious gatherings.



be a good neighbor and a socially responsible enhancement to Amelia Island.



- As the home of Amelia Island's new YMCA, Amelia Park has been designed to feature a wide range of parks, playing fields and recreational facilities, including swimming.

The land use plan, its dimensions and the proposed facilities shown are preliminary only and may change without notice or obligation to the buyer. Renderings are for conceptual purposes only. Oral representations cannot be relied upon as correctly stating the representations of the developer. For correct representations of the developer, reference should be made to this brochure and the documents required by Florida Statutes to be furnished by the developer to a buyer.



*"This modern
version of 'the
American
Dream'
will be
enthusiastically
embraced
by its future
residents."*

The Amelia Park Development Company

Developer of Amelia Park

Driving the development of Amelia Park are Joel Embry and Michael Antonopoulos, Managing Partners of Amelia Park Development Partnership.

Joel is a sociologist by nature and a developer by profession. As president of HomeTown Neighborhoods, Inc., and founder of Amelia Park, he is a firm advocate of the value of traditional neighborhoods.

According to Joel, Amelia Park is driven by the belief that the sociability of neighborhoods is as important as their brick and mortar. He advocates neighborhoods that meet the needs of a broad range of ages, incomes and lifestyles... community qualities he believes we have somehow lost in contemporary developments. At Amelia



Park, he intends to reintroduce them.

Over the past 20 years, Joel has completed six conventional residential developments on Amelia Island, and has restored four buildings on Centre Street in the Fernandina Beach Historic District. He is an active local businessman and serves on several statewide boards which focus on quality of life issues for Florida's future.

Joel's partner, Mike Antonopoulos, is a seasoned civil engineer and developer, and president of Michael Antonopoulos & Associates of Jacksonville. His acquaintance with Traditional Neighborhood Development began when he became a member of the Mayor's Task Force for creation of Jacksonville's TND zoning ordinance.



Having designed, engineered and built numerous communities in Northeast Florida, Mike brings a high level of professional skill to Amelia Park's engineering and construction. Mike contends that while Amelia Park may not be for everyone, he firmly believes that this modern version of "the American Dream" will be enthusiastically embraced by its future residents.



How to Get to Amelia Park

Amelia Park is located at the heart of Amelia Island. From I-95, take A1A East (exit 129). Cross the bridge over the Intracoastal Waterway onto Amelia Island. Follow A1A to Route 108 (Sadler Road). Head right on Sadler, left on Citrona Drive. Look for the Amelia Park entrance on the left.

Amelia Park
AMELIA ISLAND, FLORIDA

Discover our timeless island on Florida's First Coast.



The front porch was the place.

1945 was the year. We came home from the war to towns and neighborhoods that reminded us of all that we had fought to preserve. We were welcomed home to our front porches nestled under gables of comfortable bungalows by our families and neighbors who had watched us ride our bicycles and pull our wagons down the sidewalk, seen us off to war, and awaited our return. We came home to

the world that was made for us by our parents. We came home to security and to a sense of togetherness that was built on the solid foundation of the ideal of neighbor-to-neighbor community. That post-war hometown spirit fostered a new kind of optimism and limitless possibilities in American society. It launched perhaps the happiest era of this century.

As the hammers and buzz saws created a new kind of neighborhood all across America, little did we realize that our exuberance, new confidence, and independence would set off a fifty year splurge of building that would result in the monotonous, look-alike subdivisions and shopping centers we have now come to know collectively as "suburban sprawl."

Now is a time to stop and think. Isn't it time to come home to the front porch? Amelia Park offers a place where it's possible. Again.

Amelia Park

AMELIA ISLAND, FLORIDA



A Good Place to Live



Joel Embry

Joel Embry is a sociologist by nature and a developer by profession. He is also a firm believer in the value of an idea whose time has come again. Joel's vision of Amelia Park puts people of every age group back in the same neighborhood in cozy bungalows that are modern interpretations of the homes built during the 1920's, 30's and 40's. It's a concept that is just as concerned with the sociability of a community as with its brick and mortar.

"We need neighborhoods where people of all ages can live together again. Older residents can contribute their wisdom and experience while younger residents provide their energy and vitality," says Joel.

Joel Embry has completed six conventional developments on Amelia Island. In addition to being an active businessman, Joel serves on several statewide boards which generate and critique bold and visionary ideas for Florida's future.

This community of the future looks a lot like the best of the past.

Remember the old neighborhoods? The homes had those wonderful front porches with swings where people rocked after supper and visited with their neighbors as they passed on the sidewalk. People lived, worked, and played together, enjoying a sense of community spirit. It was a lifestyle that existed long before the birth of suburban communities with guard gates and plastic pass cards. Sadly, this old fashioned sense of community spirit didn't survive the move to the suburbs.

Before a generation of people left the

old neighborhoods and became completely dependent upon the automobile as a way of life, they walked to most of the places they needed to go. There was usually a park right around the corner and a grocery store just down the street. Children rode their bicycles and people walked to church and to the post office.

Fifty years later, the idea of spending less time in an automobile, walking to shops and services and having more time at home to enjoy one's family and neighbors seems like a beacon of hope in a



**Elizabeth Plater-Zyberk
and Andres Duany**

world gone mad. There is a sociological movement to return to the old fashioned values of a happier time in America's history. This movement's expression in the way communities are shaped is called Traditional Neighborhood Design or New Urbanism. It's an old idea whose time has come again and it is reflected in the design of Amelia Park.

The master plan for the 106 acres south of Fernandina Beach's historic downtown which comprise Amelia Park will create a town within a town. It calls for a mix of uses and neighborhoods peppered with shops and parks.

Houses will be set along narrow, pedestrian-friendly streets lined by trees, sidewalks and picket fences. The compactness of design will diminish emphasis on the automobile and have the desired effect of reducing traffic congestion. Housing styles will range from garage apartments to bungalows and single-family homes. Prices range from \$80,000 to \$300,000.

The City of Fernandina Beach supported the objectives of Amelia Park by addressing

zoning that guarantees the style of virtually every facet of the community. The historic downtown area of Fernandina Beach provided many of the examples for the standards of the Amelia Park zoning ordinance.

The City of Fernandina Beach adopted the Amelia Park Plans and Codes as part of the Planned Unit Development ordinance encompassing all of the project's objectives. To allow the neighborhood a means of self governance and to provide a financing mechanism, the City established the Amelia Park Community Development District. As a CDD, the community has an elected Board of Supervisors to conduct the business of the District.



"As an experienced community developer who has raised his vision beyond the usual questions of "where" and "in what" residents will live, I wish to expand the question to "how" residents will live."

Joel Embry

Amelia Park On Amelia Island

The master plan for Amelia Park was conceived by Andres Duany and Elizabeth Plater-Zyberk, Architects and Town Planners, a Princeton and Yale trained, internationally acclaimed firm responsible for the design of Seaside, Florida, where the pioneering principles of New Urbanism were first demonstrated. Since Seaside, the firm has designed forty new towns throughout the United States. Their concept places the 400 dwellings of Amelia Park within five minutes walk from the center of the neighborhood containing the new Nassau County YMCA, a church, barber and beauty shops, corner grocery, florist, post office, retail shops, and restaurants. Apartments will be built above the downtown stores. Residential streets are designed in a grid and eliminate the concentration of traffic on collector streets. Ten different types of homes will be offered including bungalows, townhouses, and Charleston, South Carolina side yard homes. Every homesite has a rear lane with a garage, thus making room on the front of the site for the home's large front porch. Residents are allowed to build apartments or home offices over their garage, which will encourage diversity in the neighborhood open to families and individuals from all walks. The apartments might also generate additional income for owners. Houses are offered in a range of affordability from \$80,000 to \$300,000. The design was named the "1994 Public Sector Master Plan of the Year" by the Northeast Florida Chapter of the Florida Planning and Zoning Association.





Margaret Lynn Duggar

Amelia Park appeals to people of all ages - youthful singles, young couples with children, empty nesters, and retirees. Although expected to comprise only a portion of the community, older residents have been given special consideration. Their needs will be accommodated through customized housing and on-site health services so they may age in place.

Margaret Lynn Duggar, former assistant secretary of the state's Division of Aging and Adult Services, has been consulting with Amelia Park since the project's inception to provide input about what seniors really need in housing and services. Ms. Duggar has received numerous advisory appointments and awards including chair of the Claude Denson Pepper Commission on Aging. A member of the Florida Medical Association Commission on Aging and the Florida Chamber of Commerce Business and Aging Commission, she was the first person under the age of 60 inducted into the Council on Aging Hall of Fame.

"The advantages of the new community are numerous. Rather than segregate older residents, Amelia Park will encourage retired and elderly people to continue independent living in an age-integrated neighborhood. For example, a progression of care for seniors will be provided by congregate cluster residences and assisted living facilities. In addition, Amelia Park is adjacent to the grounds of the Baptist Medical Center-Nassau. Amelia Park is a wonderful opportunity for older people to enjoy life."

Amelia Park represents a plan for socially responsible development.

Amelia Park is at the center of Amelia Island. Residents will enjoy the community's proximity to the Atlantic Ocean, as well as convenient shopping, schools, and medical facilities.

Amelia Park is bounded by South 14th Street, Island Walk Shopping Center, Citrona Drive and Baptist Medical Center-Nassau.

Local architects, builders, media, prospective residents and surrounding neighbors participated in the actual planning of Amelia Park during a week-long charrette led by Duany/Plater-Zyberk. The result was a land use plan which includes 35,000 square feet of commercial retail space, professional office and civic buildings including a post office, police station, meeting hall, church, day care center, and neighborhood guild halls. Professional offices and residential apartments are permitted in second and third floor locations above retail stores.

Additionally, Amelia Park provides the site for the Nassau County YMCA's new 45,000 square foot facility which will house a gymnasium, pool, exercise facilities, meeting space, and playgrounds. The Amelia Park lake will be available to the YMCA for lakeside camping and canoeing.



Amelia Park will be home to the Nassau County YMCA.

Amelia Park



5 South Third Street, PO Box 401
Amelia Island, Florida 32035-0401
904 261 8300 800 541 1007
Fax 904 261 2773

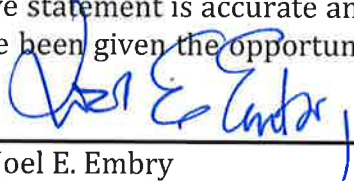
The founding of a neighborhood is a creative process. All plans are subject to change.

SWORN AFFIDAVIT OF JOEL E. EMBRY

My name is Joel E. Embry. I am 71 years old and reside at 1121 Monticello Road, Jacksonville, Florida 32207.

1. I was one of the parties responsible for preparing the marketing materials for Amelia Park and I hereby certify that the sales brochures attached hereto as Exhibit A and Exhibit B were marketing materials authorized by the developer to be provided to purchasers. The attached Exhibits contain a description of the proposed community master plan and lifestyle objectives. A disclaimer statement declaring that the master plan may change without notice was included in all versions of the materials.
2. Marketing materials were provided to builders who bought lots from Amelia Park Development, LLP. Sales representatives who utilized the marketing materials were employed by the builder and were not authorized to represent the YMCA outparcel as a preserve or protected green space.
3. The plans for the parcel of property affected by Fernandina Beach Ordinance 2018-07 do not, at this time, include a dock. There was discussion about a dock on the lake, but when the number of home sites was reduced from 28 to 16, a dock was no longer financially feasible.

I certify that the above statement is accurate and complete. I have made this statement willingly and have been given the opportunity to seek the advice of legal counsel.


Joel E. Embry

STATE OF FLORIDA, COUNTY OF NASSAU

On this 18th day of June, 2018, before me, Miriam R. Hill, personally appeared Joel E. Embry, who is known to me to be the person whose name is subscribed to within this Affidavit, and being first duly sworn on oath according to law, deposes and attests that he has read the foregoing Affidavit subscribed by him and that the matters stated herein are true and to the best of his information, knowledge and belief.

In witness whereof I heretofore set my hand and official seal


Notary Public

Title

My commission expires November 13, 2020



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2018-15
Building Code Amendments

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Enact Ordinance 2018-15 at Second Reading.

SYNOPSIS: The attached Ordinance updates Chapter 22 of the Code of Ordinances to replace the 2017 Florida Building, Fuel-Gas, Mechanical existing building, and Plumbing Codes with the State mandated 6th edition Florida Building, Mechanical, Plumbing, 2017 National Electrical Code, Energy, Fuel Gas, Residential and Existing Building versions, and adopt an amendment to Chapter 1 of the 6th Edition Florida Building Code.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on June 5, 2018.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2018-15 at Second Reading.

Dale Martin, City Manager	06/22/2018
Tammi E. Bach, City Attorney	06/25/2018
Katie Newton, Legal Assistant	06/26/2018

Submitted By: _____ Date: June 08, 2018
Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2018-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 22, ARTICLE II, SECTION 22-26, ADOPTION OF CODES BY REFERENCE; REPEALING SECTION 22-29, AMENDMENTS TO BUILDING CODE; ENACTING A NEW SECTION 22-29 AMENDMENTS TO THE BUILDING CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach, Florida Code of Ordinance, Chapter 22, Article II, Section 22-26, adopts certain standard codes as listed herein; and

WHEREAS, the Florida Legislature has adopted the ~~5th~~ - 6th - edition of the Florida Building Code, effective ~~July 1, 2015~~ December 31, 2017; and

WHEREAS, the Florida Legislature has adopted the ~~2014~~ 6th edition of the ~~2014~~ National Electric Code, effective July 1, ~~2009~~ 2015; and

WHEREAS, the City Commission of the City of Fernandina Beach wishes to amend Chapter 22 to reflect the changes adopted by the Florida Legislature effective ~~July 1, 2015~~ December 31, 2017.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Section 22-26 of the Code of Ordinances of the City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 22-26. Adoption of codes by reference.

The city hereby adopts the following codes by reference as though they were copied fully in this section:

- (1) Standard Amusement Device Code, 1997 edition.
- (2) Florida Building Code, ~~5th~~ 6th edition.
- (3) Florida Existing Building Code, ~~5th~~ 6th - edition.
- (4) International Fuel Gas Code with ~~5th~~ 6th - edition Florida Supplements
- (5) Standard Housing Code, as adopted in section 22-101, 1997 edition.
- (6) Florida Building Code - Mechanical, ~~5th~~ 6th -edition.
- (7) Florida Building Code - Plumbing, ~~5th~~ 6th edition.
- (8) Standard Unsafe Building Abatement Code, 1985 edition.
- (9) National Electric Code, 2008 edition, effective July 1, ~~2009~~ 2014.
- (10) Standard for Existing High Rise Code - SSTO- 3-97.
- (11) Florida Building Code - Residential, ~~2010~~ 5th 6th edition.
- (12) International Property Maintenance Code 2012 edition.
- (13) Florida Energy Conservation Code ~~2010~~ 5th 6th edition.
- (14) Florida Accessibility Code ~~2010~~ 5th 6th edition.

SECTION 2. That Section 22-29 of the Code of Ordinances of the City of Fernandina Beach, Florida is hereby repealed.

SECTION 3. That Section 22-29 of the Code of Ordinances of the City of Fernandina Beach, Florida is hereby enacted as follows:

Sec. 22-29. Amendments to building code.

- (1) The Florida Building Code described and adopted by reference in section 22-26 is specifically enacted as follows:

Chapter 1 - Administration

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SECTION 101 – GENERAL

101.1 Title. These regulations shall be known as the *Florida Building Code* hereinafter referred to as "this code" and shall therefore govern the administration and enforcement.

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one- and two- family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the *Florida Building Code, Residential*.
2. Existing buildings undergoing repair, alterations or additions and change of occupancy shall comply with Florida Building Code, Existing.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. To be enforced, the appendices included in the technical codes must be adopted by a local governmental jurisdiction for use in that jurisdiction.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality Control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting plan, review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

101.4 Referenced codes. The other codes listed in subparagraphs 1 through 9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

1. Electrical. The provisions of Chapter 27 of the *Florida Building Code, Building* shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

2. Gas. The provisions of the *International Fuel Gas Code with the Florida Fuel Gas Code Supplement* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

3. Mechanical. The provisions of the *Florida Building Code, Mechanical* shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

4. Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

5. Property maintenance. The provisions of the *International Property Maintenance Code* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards, responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

6. Fire prevention. *The Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

7. Energy. The provisions of the *Florida Energy Conservation Code* shall apply to all matters governing the design and construction of buildings for energy efficiency.

8. Accessibility. The provisions of the *Florida Accessibility Code*, shall apply to all matters governing the design and construction of buildings and structures for accessibility.

9. Manufactured buildings. For additional administrative and special code requirements, see Section 428 458, *Florida Building Code, Building*, and Rule ~~9B-1 F.A.C~~ 61-41 Florida Administrative Code.

101.5 Referenced standards. Standards referenced in the technical codes shall be considered an integral part of the codes without separate adoption. If specific portions of the standard are denoted by code text, only those portions of the standard shall be enforced. Where code provisions conflict with a standard, the code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.

101.6 Units of measure. The inch-pound system of measurement is applicable to the provisions of this code. Metric units indicated in parenthesis following inch-pound units are approximate equivalents and are provided for informational purposes only.

101.7 Accessibility. For provisions related to accessibility, refer to Florida Accessibility Code,

101.8 Energy. For provision related to energy, refer to the Florida Energy Conservation Code

101.9 Rules of Construction. The rules set out in this section shall be observed, unless such construction is inconsistent with the manifest intent of this chapter. The rules of construction and definitions set out here shall not be applied to any section of this chapter which contains any express provisions excluding such construction or where the subject matter or content of such section would be inconsistent with this section.

1. Generally. All provisions, terms, phrases, and expressions contained in this division shall be liberally construed in order that the true intent and meaning of the administration of the jurisdiction may be fully carried out. Terms used in this division unless otherwise specifically provided, shall have the meanings prescribed by the statutes of this state for the same terms.

2. Text. In case of any difference of meaning or implication between the text of this division and any figure, the text shall control.

3. Delegation of authority. Whenever a provision appears requiring the Building Official or some other officer or employee to do some act or perform some duty, it is to be construed to authorize the Building Official or other officer to designate, delegate and authorize professional level subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

4. Month. The word “month” shall mean a calendar month.

5. Shall, may. The word “shall” is mandatory, “may” is permissive. The word “shall” takes precedence over “may”.

6. Written or in writing. The term “written” or “in writing” shall be construed to include any representation of words, letters or figures whether by printing or otherwise.

7. Year. The word “year” shall mean a calendar year, unless a fiscal year is indicated.

8. Interpretation. Interpretation of this chapter shall be made by the Building Official.

101.10 Words not defined.

101.10.1 Words not defined herein shall have the meaning stated in the Florida Statutes or other nationally recognized codes, or other documents, manuals, or standards adopted elsewhere in this chapter. Words not defined in those documents shall have the meaning stated in the Webster’s Third New International Dictionary, as revised.

101.10.2 In case of a conflict in definitions or codes, the appropriate definition (or code) to be applied shall be the one applicable to the trade in question. In case of a conflict between different parts of this chapter, conflicts within the same code, or conflicts between code, the more stringent requirements shall be applicable.

101.11 Words defined.

Abandon or abandonment. (1) Termination of a construction project by a contractor without just cause or proper notification to the owner including the reason for termination. (2) Failure of a contractor to perform work without just cause for ninety (90) days (3) Failure to obtain an approved inspection within 180 days from the previous approved inspection.

Appraised value. For the purpose of this section, appraised value is defined as either (1) 120% of the assessed value of the structure as indicated by the County Property Appraiser's Office or (2) the value as indicated in a certified appraisal from a certified appraiser.

Assessed value. The value of real property and improvements thereon as established by the County Property Appraiser.

Authorized agent. A person specifically authorized by the holder of a certificate of competency to obtain permits in his stead.

Basic Wind Speed Line. The basic wind speed line for the jurisdiction shall be as established by the risk class wind speed contour maps and "Exhibit A through C" attached to and made part of this Chapter.

Board. The appropriate City of Fernandina Beach Code Enforcement and Appeals Board, unless otherwise specifically stated.

Building. The removal, disassembly, repair, replacement, installation or assembly of the building, structure, building system or building components in whole or parts thereof.

Building component. An element or assembly of elements integral to or part of a building.

Building Official. "Building Code Administrator" or "Building Official" means any of those employees of municipal or county governments with building construction regulation responsibilities who are charged with the responsibility for direct regulatory administration or supervision of plan review, enforcement, or inspection of building construction, erection, repair, addition, remodeling, demolition, or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by state law or municipal or county ordinance. This term is synonymous with "building official" as used in the administrator chapter of the Standard Building Code and the South Florida Building Code. One person employed by each municipal or county government as a building code administrator or building official and who is certified under this part may be authorized to perform any plan review or inspection for which certification is required by this part.

Building shell. The structural components that completely enclose a building, including, but not limited to, the foundations, structural frame, floor slabs, exterior walls and roof system.

Building system. A functionally related group of elements, components and/or equipment, such as the electrical, plumbing and mechanical systems of a building.

Certification. The act or process of obtaining a certificate of competency from the state or County through the review of the applicant's experience and financial responsibility as well as successful passage of an examination.

Certificate of Competency (certificate). An official document evidencing that a person is qualified to engage in the business of contracting, subcontracting or the work of a specific trade.

Certificate of Experience. An official document evidencing that an applicant has satisfied the work experience requirements for a certificate of competency.

Certificate of Occupancy (C.O.). An official document evidencing that a building satisfies the requirements of the City for the occupancy of a building.

Certified contractor. Any contractor who possesses a certificate of competency issued by the Department of Professional Regulation of the State of Florida.

Change of occupancy. A change from one Building Code occupancy classification or sub-classification to another.

Commercial building. Any building, structure, improvement or accessory thereto, other than a one- or two-family dwelling.

Cumulative construction cost. The sum total of costs associated with any construction work done to a building or structure either at one (1) time or at different times within a specified period of time.

Demolition. The act of razing, dismantling or removal of a building or structure, or portion thereof, to the ground level.

Examination. An exam prepared, proctored and graded by a recognized testing agency unless otherwise implied in context or specifically stated otherwise.

Imminent danger. Structurally unsound conditions of a structure or portion thereof that is likely to cause physical injury to a person entering the structure; Or due to structurally unsound conditions, any portion of the structure is likely to fall, be carried by the wind, or otherwise detach or move, and in doing so cause physical injury or damage to a person on the property or to a person or property nearby; Or the condition of the property is such that it harbors or is inhabited by pests, vermin, or organisms injurious to human health, the presence of which constitutes an immediate hazard to people in the vicinity.

Inspection warrant. A court order authorizing the official or his designee to perform an inspection of a particular property named in the warrant.

Intensification of use. An increase in capacity or number of units of a residential or commercial building.

Interior finish. The preparation of interior spaces of a commercial building for the first occupancy thereof.

Licensed contractor. A contractor certified by the State of Florida or the local jurisdiction who has satisfied all State or City requirements to be actively engaged in contracting.

Owner's agent. A person, firm or entity authorized by affidavit or power of attorney in writing by the owner to act for or in place of the owner.

Permit. An official document authorizing performance of a specific activity regulated by this Chapter.

Permit card or placard. A document issued by the jurisdiction evidencing the issuance of a permit and recording of inspections.

Qualifying agent, primary. A person who possesses the requisite skill, knowledge, experience and certificate of competency, and has the responsibility to supervise, direct, manage, and control the contracting activities of the business organization with which he is associated; who has the responsibility to supervise, direct, manage and control construction activities on a job for which he has obtained a permit, and whose technical and personal qualifications have been determined by investigation and examination and is evidence by his possession of a certificate of competency.

Reciprocity. To accept a verified affidavit from any municipality or county of the State of Florida that the applicant has satisfactorily completed a written examination in its jurisdiction equal in content with the examination required by this Chapter.

Registered contractor. A contractor who has registered with the department of professional regulation of the State of Florida pursuant to fulfilling the competency requirements of the local jurisdiction.

Registration. The act or process of registering a locally obtained Certificate of Competency with the State, or the act or process of registering a state issued Certificate of Competency with the municipality.

Remodeling. Work which changes the original size, configuration, or material of the components of a building.

Roofing. The installation of roof coverings.

Spa. Any constructed or prefabricated pool containing water jets.

Specialty contractor. A contractor whose services fall within the subset of activities in the categories specified in Section 489.105 (3), Florida Statutes, as amended.

Site. The physical clearing of the site in preparation for foundation work including, but not limited to, site clearing, excavation, de-watering, pilings and soil testing activities.

Stop work order. An order by the Building Official, or his designee, which requires the immediate cessation of all work and work activities described in the order.

Structural component. Any part of a system, building or structure, load bearing or non-load bearing, which is integral to the structural integrity thereof, including, but not limited to walls, partitions, columns, beams and girders.

Structural work or alteration. The installation or assembling of new structural components into a system, building or structure. Also, any change, repair or replacement of any existing structural component of a system, building, or structure.

Substantial completion. Where the construction work has been sufficiently completed in accordance with the applicable City, State, and Federal Codes, so that the owner can occupy or utilize the project for the use for which it is intended.

Value. Job cost includes labor, materials, the estimated current replacement cost of the building in kind, and design.

SECTION 102 – APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The *Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the *Florida Building Code*. Additionally, a local code enforcement agency may not administer or enforce the *Florida Building Code, Building* to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.1.2 Building. The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided of the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part V (Section 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in Section 366.02, *Florida Statutes*, which are directly involved in the generation, transmission or distribution of electricity.
- (g) Temporary sets, assemblies or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing or other nonwood features.
- (i) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled onsite or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (j) Temporary housing provided by the Department of Correction to any prisoner in the state correctional system.

102.2.1 In addition to the requirements of Section 553.79 and 553.80, *Florida Statutes*, facilities subject to the provisions of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, shall have facility plans reviewed and construction surveyed by the state agency

authorized to do so under the requirements of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within the municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the *Florida Building Code, Building* for all residential buildings or structures of the same occupancy class.

102.2.3 The Building Official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled.

The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each jurisdiction shall be governed by a board, the composition of which shall be determined by the affected localities. At its own option, each enforcement district or local enforcement agency may promulgate rules granting to the owner of a single-family residence one or more exemptions from the *Florida Building Code* relating to:

1. Addition, alteration or repair performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.
2. Addition, alteration or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.
3. The exemption does not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such family residences.

Each code exemption, as defined in this section, shall be certified to the local board 10 days prior to implementation and shall be effective only in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or attachments or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.1 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Property Maintenance Code* or the *Florida Fire Prevention Code*, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

1. Relocation of an existing manufactured building does not constitute an alteration.
2. A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the *Standard Building Code* (prior to March 1, 2002), the wind speed map of the *Standard Building Code* shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.
3. A relocated building shall comply with the flood hazard requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment on the surface of the roof be installed in compliance with the requirements of the Florida Building Code until the equipment is required to be moved or replaced.

SECTION 103 BUILDING DEPARTMENT

103.1 Establishment. There is hereby established a department to be called the Building Department and the person in charge shall be known as the Building Official.

103.2 Employee Qualifications

103.2.1 Building Official Qualifications. The Building Official shall be licensed as a Standard Building Code Administrator by the State of Florida.

103.2.2 Employee Qualifications. The Building Official, with the approval of the City Manager, may appoint or hire such number of officers, inspectors, plans examiners, assistants and other employees as shall be authorized from time to time. A person shall not be appointed or hired as inspector or plans examiner unless that person meets the qualifications for licensure as an inspector or plans examiner in the appropriate trade as established by the State of Florida.

103.2.3 Restrictions on employees. An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system or in the making of plans or of specifications thereof, within the jurisdiction of the department, unless he is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with his duties or conflict with the interest of the department.

103.3 Records. The Building Official shall keep, or cause to be kept, a record of the business of the department. The records of the department shall be open to public inspection.

103.4 Liability. Any officer or employee or member of the Code Enforcement and Appeals Board and the Board of Adjustment, charged with the enforcement of this code, acting for the applicable governing authority in the discharge of their duties, shall not thereby render himself personally liable, and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee or member because of such act performed by him in the enforcement of any provisions of this code shall be defended by the department of law until the final termination of the proceedings, unless such person is found to have acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for the safety, health, and welfare of the public.

SECTION 104 - DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The Building Official is hereby authorized and directed to enforce the provision of this code. The Building Official shall have the authority to render interpretation of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood areas. For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair of substantial damage*. Where the *building official* determines that the proposed work constitutes *substantial improvement or repair of substantial damage*, and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612.

104.3 Notices and orders. The *building official* shall issue all necessary notices or orders to ensure compliance with this code.

104.3.1 Stop work orders. Upon notice from the Building Official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the Building Official shall not be required to give a written notice prior to stopping the work.

104.4 The *building official* shall make all of the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agencies* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of Entry.

104.6.1 Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the Building Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the Building Official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by this code. If such building or premises is occupied, he shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other person having charge or control of such and request entry. If entry is refused, the Building Official shall have recourse to every remedy provided by law to secure entry.

104.6.2 When the Building Official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official for the purpose of inspection and examination pursuant to this code.

104.6.3 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or the other technical codes, shall be determined by the Building Official.

104.7 Department records The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability The *building official*, members of the board of appeals or employees charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act by reason of any act or by reason of an act or omission in the discharge of official duties. Any

suit instituted against an officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modifications is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the building department.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. When alternate life safety systems are designed, the SFPE *Engineering Guide to Performance-Based Fire Protection Analysis and Design of Buildings*, or other methods approved by the Building Official may be used. The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

104.11.3 Accessibility. Alternative designs and technologies for providing access to and usability of a facility for persons with disabilities shall be in accordance with Section 11-2.2.

SECTION 105 – PERMITS

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any required impact-resistant coverings, electrical, gas, mechanical or plumbing system, the

installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.

105.1.1 Annual facility permit. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the Building Official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The Building Official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The Building Official shall have access to such records at all times or such records shall be filed with the Building Official as designated.

105.1.3 Food permit. As per Section 500.12, *Florida Statutes*, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses, patio decks less than 12" above grade and similar uses, provided the floor area does not exceed 120 square feet (11m²).
2. Retaining walls that are not over 3 feet (914.25mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
3. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2:1.
4. Sidewalks and driveways not more than 30 inches (762mm) above adjacent grade, and not over any basement or *story* below and are not part of an *accessible route*.
5. Painting, papering, carpeting, ~~cabinets, counter tops~~ and similar finish work.
6. Temporary motion picture, television and theater stage sets and scenery.

7. Prefabricated swimming pools accessory to a Group-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5000 gallons (18,925 L) and are installed entirely above ground.
8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
9. Swings and other playground equipment accessory to detached one-and two-family *dwelling*s.
10. Window *awnings* supported by an *exterior wall* and do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support of Groups R-3 and U occupancies.
11. Non-fixed and moveable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply and the installation of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official.

105.2.2 Minor repairs. Ordinary minor repairs or installation of repair parts may be made with the prior approval of the Building Official without a permit, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; additionally, ordinary minor repairs shall not include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3.1 Public service agencies. A permit shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the building department for that purpose. Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), *Florida Statutes*.

Each application shall be inscribed with the date of application, and the code in effect as of that date.

For a building permit for which an application is submitted prior to the effective date of the *Florida Building Code*, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

105.3.1 Action on application. The Building Official shall examine or cause to be examined applications for permits and amendments thereto as set forth in FS 553.79 after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the Building Official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$ 125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. A Contractor I, Contractor II or Contractor IV, certified under Section 633.521, *Florida Statutes*, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.
3. Heating, ventilation and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$ 125,000.

This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three or four-family structure. An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single 3-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system. It therefore could not be designed by a mechanical or air conditioning contractor.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and \$ 125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

5. Electrical documents: See Florida Statutes 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, Requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system.

NOTE: it was further clarified by the Commission that the limiting factor of 240 volts or over is required to be designed by an Engineer.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the *Florida Building Code* or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, *Florida Statutes*, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, *Florida Statutes*.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Special foundation permit. When application for permit to erect or enlarge a building has been filed and pending issuance of such permit, the Building Official may, at his discretion, issue a special permit for the foundation only. The holder of such special permit is proceeding at their own risk and without assurance that a permit for the remainder of the work will be granted nor that corrections will not be required in order to meet provisions of the technical codes or that all construction may be required to be removed and the site returned to its original condition if the application for a permit is ultimately denied.

105.3.7.1 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building over or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and professional Regulation.

105.3.8 Public right-of-way. A permit shall not be given by the Building Official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley, or public use lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has made application for right of way permits from the authority having jurisdiction over the street, alley, or public lane.

105.4 Conditions of the permit. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a permit shall be set forth by the administrative authority.

105.5 Expiration. A. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced the permit holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the *building official*.

B. Permits issued for the demolition of a structure shall expire ninety days from the date of issuance. For a justifiable cause, one or more extensions of time for a period not exceeding thirty days may be allowed. Such request shall be in writing to the Building Official.

105.5.1 The *building official* is authorized to reject new permit applications from a contractor who holds more than 10 expired or inactive permits.

105.5.1.1 For the purpose of this subsection, a *closed permit* shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the *building official*.

105.5.1.2 For the purposes of this subsection, an *open permit* shall mean a permit that has not satisfied all requirements for completion as defined in 105.5.1.1.

105.6 Revocation of permits. The Building Official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any Ordinance or regulation on any provisions of this Code.

105.6.1 Misrepresentation of application. The Building Official may revoke a permit or approval, issued under the provisions of this code, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.2 Violation of code provisions. The Building Official may revoke a permit upon determination by the Building Official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. As per Section 713.135, *Florida Statutes*, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14 point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. ~~Upon approval of the Building Official,~~ The scope of work delineated in the building permit application and plan may not be started prior to the final approval and issuance

of the permit; ~~provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.~~

105.13 Phased permit approval. After submittal of the appropriate construction documents, the Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, *Florida Statutes*.

105.15 Streamlined low-voltage alarm system installation permitting.

1. As used in this section, the term:
 - a. “Contractor” means a person who is qualified to engage in the business of electrical to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489. *Florida Statutes*.
 - b. “Low-voltage alarm system project” means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, *Florida Statutes*, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components, or equipment attached to such a system, including, but not limited to, home – automation equipment, thermostats, and video cameras.
 - c. “Wireless alarm system” means a burglar alarm system or smoke detector that is not hardwired.
2. Notwithstanding any provision of this Code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.
3. This section does not apply to the installation or replacement of a fire alarm if a plan review is required.
4. A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.73, *Florida Statutes*. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.
 - a. A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.
 - b. A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

5. A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.
6. A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.
7. The Uniform notice of a Low-Voltage Alarm System project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), *Florida Statutes*.
8. A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.
9. A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.
10. A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, *Florida Statutes*.

SECTION 106 -SUBMITTAL DOCUMENTS

106.1 Submittal documents. Construction documents, a statement of special inspections and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a design professional where required by the statutes. Drawings and revised drawings shall be submitted on a minimum size paper of 24 X 36 inches. Drawings requiring revision sheets shall be revised and inserted by the parties responsible for the project. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a design professional.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

If the design professional is an architect or engineer legally registered under the laws of this state regulating the practice of architecture as provided for in Chapter 481, *Florida Statutes Part 1*, 61G1 Florida Administrative Code, or engineering as provided for in Chapter 471, *Florida Statutes & 61G15 Florida Administrative Code*, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by *Florida Statute*. If the design professional is a landscape architect registered under the laws of this state regulating the practice of landscape architecture as provided for in Chapter 481, *Florida Statutes*, Part II, then he or she shall affix his or her seal to said drawings, specifications and accompanying data as defined in Section 481.303(6)(a)(b)(c)(d), *FS*.

106.1.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with technical codes. Such information shall be

specific, and the technical codes shall not be cited as a whole or in part, nor shall the term “legal” or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design. (see also Section 106.3.5).

106.1.1.1 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

106.1.1.2 For roof assemblies required by the code, the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer for the specific site must be submitted with the construction documents.

106.1.1.3 Means of egress. The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* in compliance with the provisions of this code. In other than occupancies in Groups R-2 R-3, and I-1, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

106.1.1.4 Exterior wall envelope. *Construction documents* for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The *construction documents* shall include manufacturer’s installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe the *exterior wall system* which was tested, where applicable, as well as the test procedure used.

106.2 Additional data. The Building Official shall be allowed to require details, computation, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with their official seal.

106.2.1 Design Professional. If the design professional is an architect or engineer legally registered under the laws of this State regulating the practice of architecture or engineering, then he/she shall affix his official seal to said drawings, specifications and accompanying data, as required by Florida Statute.

106.2.2 Certification by contractors authorized under the provisions of Florida Statutes 489.115(4)(b) shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471 Florida Statutes or Chapter 481 Florida Statutes by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapter 471, 481, or 489 of the Florida Statutes.

106.2.3 Structural and fire resistance integrity. Plans for all buildings shall indicate how required structural and fire resistance integrity will be maintained where a penetration of required fire-resistant wall, floor or partition will be made for electrical, gas, mechanical, plumbing and communication

conduits, pipes, and systems. Such plans shall also indicate in sufficient detail how the fire integrity will be maintained where required fire-resistant floors intersect the exterior walls and where joints occur in required fire-resistant construction assemblies.

106.2.4 Site plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and *design flood* elevations; and it shall be drawn in accordance with accurate boundary line survey. In case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan when the application for *permit* is for *alteration* or repair or when otherwise warranted. The Building Official shall be permitted to require a boundary line survey prepared by a qualified surveyor.

106.2.5 Hazardous occupancies. The Building Official may require the following:

1. General Site Plan. A general site plan drawn at a legible scale which shall include, but not be limited to, the location of all buildings, exterior storage facilities, permanent access ways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment and adjacent property uses. The exterior storage areas shall be identified with the hazard classes and the maximum quantities, per hazard class of hazardous materials stored.

2. Building floor plan. A building floor plan drawn to a legible scale, which shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire rated assemblies with their hourly rating, location of liquid tight rooms, and evacuation routes. Each hazardous materials storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class of the hazardous materials stored.

106.2.6 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with section 1612.3.1 FBC. Elevation certificates required at the floor elevation during construction and a final certificate required at final before Certificate of Occupancy is issued.

106.3 Examination of documents. The Building Official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly (including utility crossover connections) or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 9B-1.009, F.A.C., shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriate licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to local, approval of the building official, from review

of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

106.3.1 Approval of construction documents. When the Building Official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.

106.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

106.3.3 Phased approval. The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted

106.3.4 Design professional in responsible charge. Reserved.

106.3.4.1 General. When it is required that documents prepared by a *registered design professional*, the *building official* shall be authorized to require the owner to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the owner shall designate a substitute *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the owner if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties. The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by the others, including phased and deferred submittal items, for compatibility with the design of the building.

106.3.4.2 Deferred submittals. For the purpose of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and are to be submitted to the *building official* within a specified period. Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on the *construction documents* for review by the *building official*. Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the *building official*.

1. Form board survey

2. Elevation certificate at the slab before going vertical and at the final

3. Final survey before Certificate of Occupancy

4. Various shop drawings

106.3.4.3 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), *Florida Statutes*, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, *Florida Statutes*, or Chapter 481 *Florida Statutes*, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, *Florida Statutes*.

106.3.5 Minimum plan review criteria for buildings. The examination of the documents by the Building Official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; and all exterior elevations:

Commercial Buildings:

Building

1. Site requirements:

- Parking
- Fire access
- Vehicle loading
- Driving/turning radius
- Fire hydrant/water supply/post indicator valve (PIV)
- Set back/separation (assumed property lines)
- Location of specific tanks, water lines and sewer lines
- Flood hazard areas, flood zones and design flood elevation

2. Occupancy group and special occupancy requirements shall be determined.

Cross check with the energy code submittal

3. Minimum type of construction shall be determined (see Table 503).

4. Fire-resistant construction requirements shall include the following components:

- Fire-resistant separations
- Fire-resistant protection for type of construction
- Protection of openings and penetrations of rated walls fire blocking and
- Draft stopping and calculated fire resistance

5. Fire suppression systems shall include:

- Early warning smoke evacuation systems schematic fire sprinklers
- Standpipes
- Pre-engineered systems
- Riser diagram
- Same as above

6. Life safety systems shall be determined and shall include the following requirements:

- Occupant load and egress capacities
- Early warning
- Smoke control
- Stair pressurization
- Systems schematic

7. Occupancy load/egress requirements shall include:

- Occupancy load
- Gross
- Net
- Means of egress
- Exit access
- Exit
- Exit discharge
- Stairs construction/geometry and protection
- Doors
- Emergency lighting and exit signs
- Specific occupancy requirements
- Construction requirements
- Horizontal exits/exit passageways

8. Structural requirements shall include:

- Soil conditions/analysis
- Termite protection
- Design loads
- Wind requirements
- Building envelope
- Structural calculations (if required)
- Foundation
- Flood requirements in accordance with Section 1612,
Including lowest floor elevations, enclosures, flood
Damage-resistant materials.
- Wall systems
- Floor systems
- Roof systems
- Threshold inspection plan
- Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:

- Wood
- Steel
- Aluminum
- Concrete
- Plastic
- Glass
- Masonry
- Gypsum board and plaster
- Insulating (mechanical)
- Roofing
- Insulation
- Building envelope portions of the energy code (calculations and mandatory requirements)

10. Accessibility requirements shall include the following:

- Site requirements
- Accessible route
- Vertical accessibility
- Toilet and bathing facilities
- Drinking fountains
- Equipment

Special occupancy requirements
Fair housing requirements

11. Interior requirements shall include the following:

Interior finishes (flame spread/smoke development)
Light and ventilation
Sanitation (including corresponding portions of energy code)

12. Special systems:

Elevators
Escalators
Lifts

13. Swimming pools:

Barrier requirements
Spas
Wading pools

14. Location and installation detail, each fire door, fire damper, ceiling damper, and smoke damper shall be shown and identified on the building plans by the design specialist.

Electrical

1. Electrical:

Wiring
Services
Feeders and branch circuits
Over current protection
Grounding
Wiring methods and materials
GFCIs
Electrical portions of the energy code (calculations and mandatory requirements)

2. Equipment

3. Special occupancies

4. Emergency systems

5. Communication systems

6. Low voltage

7. Load calculations

8. Design flood elevation

Plumbing

1. Minimum plumbing facilities

2. Fixture requirements

3. Water supply piping

4. Sanitary drainage

5. Water heaters

6. Vents

7. Roof drainage

8. Back flow prevention

9. Irrigation

10. Location of water supply line

11. Grease traps

12. Environmental requirements

13. Plumbing riser
14. Design flood elevation.
15. Water/plumbing portions of the energy code (calculations and mandatory requirement)

Mechanical

1. Energy calculations - Mechanical portions of the energy code (calculations and mandatory requirements)
2. Exhaust systems:
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
 - Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation

Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portion of the energy code (calculations and mandatory requirements)

Demolition

1. Asbestos removal
2. Hazard materials – identification and removal instructions (necessary permits)

Residential (one- and two-family)

1. Site requirements
 - Set back/separation (assumed property lines)
 - Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke detector locations
5. Egress

- Egress window size and location stairs construction requirements
6. Structural requirements shall include:
- Wall section from foundation through roof, including assembly and materials connector tables
 - wind requirements structural calculations (if required)
 - Termite protection
 - Design loads
 - Wind requirements
 - Building envelope
 - Structural calculations (if required)
 - Foundation,
 - Wall system
 - Floor system
 - Roof system
7. Accessibility requirements: show/identify accessible bath
8. Flood hazard areas, flood zones, design flood elevations, enclosures, equipment, and flood damage-resistant materials.
- 1. Elevation certificate at construction stage either the slab or floor framing before construction goes vertical.
 - 2. Final elevation certificate at final before Certificate of Occupancy is given.
9. Impact resistant coverings or systems.
10. Residential energy code submittal
- Manufactured buildings/housing
- 1. Site requirements
 - Setbacks/separation (assumed [property lines])
 - Location of septic tanks (if applicable)
 - 2. Structural
 - Wind zone
 - Anchoring
 - Blocking
 - 3. Plumbing
 - List potable water source and meter size (if applicable)
 - 4. Mechanical
 - Exhaust systems
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
 - 5. Electrical exterior disconnect location

Exemptions.

Plans examination by the Building Official shall not be required for the following work:

- 1. Replacing existing equipment such as mechanical units, water heaters, etc.
- 2. Reroofs
- 3. Minor electrical, plumbing and mechanical repairs
- 4. Annual maintenance permits
- 5. Prototype plans (unless located in a special flood hazard area)
 - Except for local site adaptations, siding, foundations and/or modifications.
 - Except for structures that require waiver.
- 6. Manufactured buildings plan except for foundations and modifications of buildings on site.
(and as listed above in manufactured building/housing) (unless located in a special flood hazard area)

106.4 Amended construction documents. Work shall be installed in accordance with the reviewed construction documents, and any changes made during construction that are not in compliance with the reviewed construction documents shall be resubmitted for approval as an amended set of construction documents.

106.5 Retention of construction documents. One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from date of completion of the permitted work, or as required by *Florida Statutes, Chapter 553 s 95.11 (3) © F.S.*

106.6 Affidavits. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

106.6.1 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the *building official* to issue permits, to rely on inspections, and to accept [plans and construction documents on the basis and affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the *Florida Building Code*.

SECTION 107 - TEMPORARY STRUCTURES AND USES

107.1 General. The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

107.2 Conformance. Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

107.3 Temporary power. The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in Chapter 27 of the *Florida Building Code, Building*.

107.4 Termination of approval. The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 108 – FEES

108.1 Prescribed fees. A permit shall not be issued until fees authorized under Section 553.80, *Florida Statutes*, have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to

an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical or gas systems has been paid.

108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

108.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- Permits;
- After the fact permits
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Variance request;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Administrative appeals;
- Other fees as established by local ordinance.

108.3 Building permit valuations. If, in the opinion of the Building Official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appear to be underestimated on the application, permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Permit valuation shall include total cost, such as electrical, gas, mechanical, plumbing equipment and other systems, including materials, labor and profit. The permit valuation may be calculated using the latest Building Valuation Data Table published quarterly by the International Code Council and adopted by the City at the option of the Building Official. If in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

108.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the Building Official's approval or the necessary permits shall be subject to a after the fact permit cost of up to four times the usual permit fee in addition to the required permit fees as set forth in the City of Fernandina Beach Building Permit Fee Ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within (2) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a after the fact permit fee. The payment of a after the fact shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The building official may grant extensions of time or waive added fees when justifiable cause has been demonstrated in writing.

108.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

108.6 Refunds. The building official is authorized to establish a refund policy.

SECTION 109 – INSPECTIONS

109.1 General. Construction or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of

the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection. The building official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field.

109.2 Existing building inspections. Before issuing a permit, the Building Official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He shall inspect all buildings, structures, electrical, gas, mechanical, and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the technical codes.

109.3 Manufacturers and fabricators. When deemed necessary by the Building Official, he shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

109.4 Inspection service. The Building Official may make, or cause to be made, inspections required by Section 105. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after the investigation he/she is satisfied as to their licensure, qualifications, and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the Building Code Inspector or the architect or engineer performing building code inspections or by certification in a manner specified by the Building Official. The Building Official shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.

109.5 Inspections prior to issuance of Certificate of Occupancy or Completion. The Building Official shall inspect or cause to be inspected, at various intervals, all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, a final elevation certificate inspection prior to the issuance of the Certificate of Occupancy or Certificate of Completion. In performing inspections, the Building Official shall give first priority to inspection of the construction, addition, or renovations to, any facilities owned or controlled by a State University, State Community College or public-school district.

109.6 Posting of permit. Work requiring a permit shall not commence until the permit holder or his agent posts the permit card in a conspicuous place on the premises. The permit shall be protected from the weather and located in such position as to permit the Building Official or representative to conveniently make the required entries thereon. This permit card shall be maintained in such position by the permit holder until the Certificate of Occupancy or Completion is issued by the Building Official.

109.7 Preliminary inspection. Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

109.8 Required inspections. The Building Official upon notification from the permit holder or his or her agent, shall make the following inspections, and such other inspections as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The Building Official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

1. Foundation inspection. To be made after trenches are excavated, placement of any required reinforcement steel and forms, and shall at a minimum include the following building components:

Stem-wall-Form board inspection

Monolithic slab-on-grade

Piling/pile caps

Footers/grade beams

Design flood elevation

Elevation certificate inspection

2. Slab inspection. To be made after the reinforcement is in place all concealed conduit, piping, ducts and vents are installed and the electrical, plumbing and mechanical work is complete. Slab shall not be poured until all required inspection have been made and passed. A foundation survey prepared and certified by a registered surveyor shall be required for all new construction prior to approval of the framing inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for the review by the Building Inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

2.2. **Elevation Certification.** In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification required in section 1612.5 shall be submitted to the *building official*.

3. Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealed wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, piped and ducts are approved and shall at a minimum include the following building components:

Window/door framing and installation

Window U-factor/SHGC as indicated on approved

Vertical cells/columns

Lintel/tie beams

Framing/trusses/bracing/connectors

Includes truss layout and engineering

Draft stopping/fire blocking

Curtain wall framing

Energy insulation (R-factor in place according to energy calculations)

Accessibility

Verify rough opening dimensions are within tolerances.

Window and door buck attachment.

Flood hazard area, flood zones and design flood elevation

3.1. Lath and gypsum board inspections shall be made after the lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly.

4. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

Roof sheathing

Wall sheathing

Sheathing fasteners
Roof/wall dry-in.
Sheathing/cladding inspection
Continuos air barrier

5. Roofing inspection. Shall be made at a minimum of two inspections and shall include the following building components:

Dry-in
Insulation
Roof coverings (including In Progress as necessary)
Flashing

6. Final inspection. To be made after the building is completed and ready for occupancy.

6.1 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction the elevation certification required in section 1612.5 shall be submitted to the *building official*. ~~before the~~

7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete shell.

Underground electric inspection, underground piping inspection including a pressure test.

Design flood elevation

Deck inspection: to be made prior to installation of deck material 9 with forms, deck drains, and any reinforcement in place.

Safety inspection made prior to filling the pool, the bonding connection completed, proper drain covers installed and all final barriers installed.

Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place. In order to pass final inspection and receive a Certificate of Completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 424.2.17.

Underground electric inspection.

Equipotential, equal potential grid wire installed and inspected.

Underground piping inspection including a pressure test.

Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place.

Safety Inspection: Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed. (Design flood elevation requirements)

Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place. In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 424.2.17.

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations. Final inspection to be made after all demolition work is completed.

9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 423.27.20).

10. Where impact-resistant coverings are installed to meet requirements of this code, the Building Official shall schedule adequate inspections of impact-resistant coverings to determine the following:

The system indicated on the plans was installed.

The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable is installed, and before any backfill is put in place. Location of service equipment and interior land boxes.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Electrical portions of the energy code (calculations and mandatory requirements)
5. Design flood elevation.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.
4. Water/plumbing portions of the energy code (calculations and mandatory requirements.)
5. Design flood elevation.

Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.
4. Design flood elevation
5. Equipment locations, roof mounted equipment
6. Mechanical portions of the energy code (calculations and mandatory requirements)

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected. Riser diagram/shut offs.
2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.
4. Bonding of gas line to closest electrical source

5. L.P. tank location

6. Design flood elevation

7. Gas portion of the energy code (calculations and mandatory requirements)

109.3.1 Site Debris. 1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles prior to receiving final inspection approval. Construction job sites must be kept clean, such that accumulation of construction debris does not present a safety hazard.
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

109.3.2 Written release. Work shall not be done on any part of a building, structure, electrical, gas, mechanical or plumbing system beyond the point indicated in each successive inspection without first obtaining a written release from the Building Official. Such written release shall be given only after an inspection has been made of each successive step in the construction or installation as indicated by each of the foregoing three inspections.

109.3.3 Reinforcing steel and structural frames. Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the Building Official.

109.3.4 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.6, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the Building Official has been received.

109.3.5 Shoring. For threshold buildings, shoring and associated formwork or false work shall be designed and inspected by a Florida licensed professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.

109.3.5.1 Fire and smoke resistant penetrations. Protection of joints and penetrations in fire-resistant-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

109.3.6 Threshold building.

109.3.6.1 The enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the Building Official, the architect or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

109.3.6.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification or number-of-stories criteria which would result in classification as a threshold building under s. 553.71(7), may designate such building as a threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code*.

109.3.6.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as an engineer or under Chapter 481, *Florida Statutes*, as an architect.

109.3.6.4 Each enforcement agency shall require that, on every threshold building:

109.3.6.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

109.3.6.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

109.3.6.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

109.3.6.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, *Florida Statutes*.

109.3.6.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida Statutes*, or to a licensed building contractor, as defined in Section 489.105(3)(b), *Florida Statutes*, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

109.3.6.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, *Florida Statutes*, without duplicative inspection by the building department. The Building Official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*, or certified as a special inspector under Chapter 471 or 481, *Florida Statutes*. Inspections of threshold buildings required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections required by this code.

109.3.7 Energy efficiency inspections. Reserved.

109.3.8 Other inspections. Reserved.

109.3.9 Special inspections. Reserved.

109.3.10 Final inspection. All permits require final inspection which shall be made after all work required by the building *permit* is completed.

109.3.11 Blower door test required before certificate of completions and occupancy is issued.

109.3.12 Duct leakage test required where applicable.

109.4 Inspection agencies. The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

109.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

109.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

SECTION 110 - CERTIFICATES OF OCCUPANCY AND COMPLETION

110.1 Building occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof until the Building Official has issued a certificate of occupancy therefore as provided herein. Said certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems and all requirements of the local floodplain management ordinance have been inspected for compliance with the technical codes and other applicable laws and ordinances and released by the Building Official.

EXCEPTION: Certificates of occupancy are not required for work exempted from permits under section Section 105.

110.2 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the Building Official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. The name of the Building Official.
6. The edition of the code under which the permit was issued.
7. The use and occupancy, in accordance with the provisions of Chapter 3.
8. The type of construction as defined in Chapter 6.
9. If an automatic sprinkler system is provided, whether the sprinkler system is required.
10. Any special stipulations and conditions of the building permit.
11. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the building department.

110.3 Conditional occupancy. The Building Official is authorized to issue a Certificate of Occupancy, ~~with conditions~~ but not before the completion of the entire work covered by the permit, ~~provided that~~

~~such portion or portions shall be occupied safely. The Building Official shall set a time period during which the Certificate of Occupancy is valid.~~

110.4 Certificate of Completion. A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

110.5 Revocation. The Building Official is authorized to, in writing, suspend or revoke a Certificate of Occupancy or Completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 111 - SERVICE UTILITIES

111.1 Connection of service utilities. No person or utility provider shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the Building Official or a Certificate of Occupancy or Certificate of Completion is issued.

111.2 Temporary connection. The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building services, systems, or for the use under a Conditional Certificate of Occupancy.

111.3 Authority to disconnect service utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by section 112.1 or 112.2. The Building Official shall have the authority to authorize disconnection of utility services to any building or structure that is being occupied prior to the issuance of a Certificate of Occupancy or is in violation of a City Ordinance. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 112 - CODE ENFORCEMENT AND APPEALS BOARD

112.1 Appointment. There may be established a board to be called the Code Enforcement and Appeals Board, which shall consist of seven members. The board shall be appointed by the City Commission.

112.2 Membership and terms shall be as determined by Florida Statute and City Ordinance.

SECTION 113 - POSTING FLOOR LOADS

113.1 Occupancy. An existing or new building shall not be occupied for any purpose which will cause the floors thereof to be loaded beyond their safe capacity.

113.2 Storage and Factory-Industrial Occupancies. It shall be the responsibility of the owner, agent, proprietor or occupant of Group S and Group F occupancies, or any occupancy where excessive floor loading is likely to occur, to employ a competent architect or engineer in computing the safe load capacity. All such computations shall be accompanied by an affidavit from the architect or engineer stating the safe allowable floor

load on each floor in pounds per square foot uniformly distributed. The computations and affidavit shall be filed as a permanent record of the Building Department.

113.3 Signs required. In every building or part of a building used for storage, industrial or hazardous purposes, the safe floor loads, as reviewed by the Building Official on the plan, shall be marked on plates of approved design which shall be supplied and securely affixed by the owner of the building in a conspicuous place in each story to which they relate. Such plates shall not be removed or defaced, and if lost, removed or defaced, shall be replaced by the owner of the building.

SECTION 114 - STOP WORK ORDER

114.1 Authority. Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

114.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

114.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 115 - UNSAFE STRUCTURES AND EQUIPMENT

115.1 Conditions: Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as *the building official* deems necessary and provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

115.2 Record: The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

115.3 Notice: If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition or requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

115.4 Method of service: Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the forgoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

115.5 Restoration. The structure or equipment determined to be unsafe by the building official is permitted to be restored to a safe condition. To the extent that repairs, alterations or additions are made, or a change of

occupancy occurs during the restoration of the structure, such repairs, alterations, additions or change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code Existing.

SECTION 116 – VIOLATIONS AND PENALTIES

116.1 Any person, firm, corporation, provider, or agent who shall violate a provision of this code, or fail to comply therewith or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical, or plumbing system, or has erected, constructed, altered, repaired, moved, or demolished a building, structure, electrical, gas, mechanical, or plumbing system, in violation of a detailed statement or drawing submitted and permitted there under, shall be guilty of a misdemeanor of the second degree. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued. Upon conviction of any such violation such person shall be punished within the limits as provided by FS 489.13 and local ordinance.

116.2 If any section, subsection, sentence, clause, or phrase of this code is for any reason held to be unconstitutional, such decisions shall not affect the validity of the remaining portions of this code.

SECTION 4. 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 5. EFFECTIVE DATE. This Ordinance shall be deemed effective on March 6, 2018.

ADOPTED this 3rd day of July, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, July 3, 2018, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2018-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 22, ARTICLE II, SECTION 22-26, ADOPTION OF CODES BY REFERENCE; REPEALING SECTION 22-29, AMENDMENTS TO BUILDING CODE; ENACTING A NEW SECTION 22-29 AMENDMENTS TO THE BUILDING CODE; 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 June 20, 2018 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: Discussion
Five Year Capital Improvement Plan

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger.

FISCAL IMPACT: Fiscal impact to be determined based upon the outcome of City Commission discussion.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 06/22/2018



Date: June 04, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:
