*** AMENDED AGENDA**
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JULY 17, 2018
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION
Invocation by Reverend Noel Roberts of North 14th Street Baptist Church.

4. PRESENTATIONS

4.1 **PRESENTATION - PARKS & RECREATION ADVISORY COMMITTEE** - *Parks & Recreation Director Nan Voit and Chair Eric Bartelt will present an overview of the Parks & Recreation Advisory Committee.*

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

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

6. CONSENT AGENDA

6.1 **APPROVAL OF MINUTES** - *City Commission Regular Meeting - December 5, 2017; City Commission Regular Meeting - December 19, 2017; City Commission Workshop Meeting - January 2, 2018; City Commission Regular Meeting - January 2, 2018; City Commission Regular Meeting - January 16, 2018; City Commission Special Meeting - January 24, 2018; and City Commission Workshop Meeting - February 6, 2018.*

6.2 **FACILITIES USE AGREEMENT - DRIVING DYNAMICS, INC.** - RESOLUTION 2018-91 APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT DEFENSIVE DRIVER SAFETY TRAINING; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Facilities Use Agreement with Driving Dynamics, Inc. for defensive driver training at the Fernandina Beach Municipal Airport.*

6.3 **BUDGET AMENDMENT - STREETS** - RESOLUTION 2018-92 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a transfer of $16,500 from Streets Salaries account to the Streets Overtime account.*

7. RESOLUTIONS

7.1 **FY 2018-2019 STATE FUNDING AWARD AND GRANT AGREEMENT - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) & FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) -** RESOLUTION 2018-93 AUTHORIZING ACCEPTANCE OF TWO GRANTS FOR DOWNTOWN STORMWATER FLOODING REDUCTION PROJECTS AND PROCESSING OF RELATED GRANT AGREEMENTS; AUTHORIZING SUBMISSION OF A GRANT APPLICATION FOR A DOWNTOWN STORMWATER FLOODING REDUCTION PROJECT SPECIFIC TO SEAWALL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City to enter into Agreement No. LP45013 with FDEP in the amount of $450,000 for the Fernandina Beach Stormwater Shoreline Stabilization Project and Project No. 4283-89-R with FDEM in the amount of $103,324 for Fernandina Beach Downtown Area Drainage Project. Additionally authorizes application to the 2018 HMGP grant to pursue additional grant funding for stormwater improvements.*

7.2 **GRANT AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) -** RESOLUTION 2018-94 AUTHORIZING SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA) #42724819419 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN AND CONSTRUCTION OF THE TERMINAL FACILITY AT THE FERNANDINA BEACH MUNICIPAL AIRPORT. *Synopsis: Authorizes FDOT Supplemental Joint Participation Agreement #42724819419, in the amount of $275,000 for the design and construction of the new terminal facility at the Fernandina Beach Municipal Airport.*

7.3 **AGREEMENT APPROVAL- TOP LINE RECREATION, INC. -** RESOLUTION 2018-95 APPROVING THE AGREEMENT BETWEEN TOP LINE RECREATION INC. AND THE CITY OF FERNANDINA BEACH FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR ATLANTIC PARK; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the agreement between the City of Fernandina Beach and Top Line Recreation Inc. for the purchase and installation of playground equipment at Atlantic Park.*

7.4 ***Quasi-judicial* - FINAL PLAT APPROVAL - NORTH POINTE REPLAT -** RESOLUTION 2018-96 APPROVING FINAL PLAT, PLANNING ADVISORY BOARD CASE 2018-15 TITLED "NORTH POINTE REPLAT"; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled "North Pointe Replat" as a final plat.*

7.5 ***Quasi-Judicial* - FINAL PLAT APPROVAL - HICKORY RIDGE -** RESOLUTION 2018-97 APPROVING FINAL PLAT, PLANNING ADVISORY BOARD CASE 2018-15 TITLED, "HICKORY RIDGE"; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts and approves the plat titled, "Hickory Ridge," as a final plat.*

7.6 **ESTABLISHMENT OF MARINA ADVISORY BOARD -** RESOLUTION 2018-98 ESTABLISHING THE MARINA ADVISORY BOARD; PROVIDING FOR GOALS, MISSION, ORGANIZATION, CONDUCT OF BUSINESS AND STAFF SUPPORT, AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Establishes the Marina Advisory Board.*

7.7 **PROPOSAL ACCEPTANCE - APPLIED TECHNOLOGY & MANAGEMENT, INC. (ATM) -** RESOLUTION 2018-99 ACCEPTING THE PROPOSAL SUBMITTED BY APPLIED TECHNOLOGY & MANAGEMENT, INC. (ATM) IN THE AMOUNT OF $64,200; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts the proposal submitted by Applied Technology & Management, Inc. in the amount of $64,200, for Project Bidding, Evaluation, and Negotiations relating to refurbishing or replacing South Basin Docks and providing new utilities.*

7.8 *** NOTICE OF AWARD / NOTICE TO PROCEED - BID # 18-12 - FENDER MARINE CONSTRUCTION -** RESOLUTION 2018-101 APPROVING THE NOTICE OF AWARD AND THE NOTICE TO PROCEED FOR THE REPAIRS AND REPLACEMENT OF THE SOUTHERN ATTENUATOR AT THE FERNANDINA BEACH HARBOR MARINA (BID # 18-12) TO FENDER MARINE CONSTRUCTION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Provides a Notice of Award and Notice to Proceed for the Southern Attenuator Repair and Replacement Project, to Cloud 9 Services, Inc, (dba Fender Marine Construction) in the amount of $6,152,565.94.*

8. RESOLUTION - Quasi-Judicial - Public Hearing

8.1 **APPEAL – SKIDMORE** – RESOLUTION 2018-100 (APPROVING OR DENYING) APPEAL FILED BY STEVE SKIDMORE REGARDING THE DECISION OF THE HISTORIC DISTRICT COUNCIL FOR CASE #2016-32, IN ACCORDANCE WITH CITY LAND DEVELOPMENT CODE SECTION 8.03.09; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves or denies the appeal filed by Steve Skidmore for HDC Case #2016-32.*

9. ORDINANCE - FIRST READING

9.1 ***Legislative* - CODE AMENDMENT - FLOODPLAIN MANAGEMENT** - ORDINANCE 2018-18 AMENDING THE CODE OF ORDINANCES CHAPTER 22, ARTICLE V FLOODPLAIN MANAGEMENT; ADOPTING SECTION 22-29.1 FOR LOCAL ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE; ADOPTING SECTION 22-29.2 TO ADOPT LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *Synopsis: Amends Chapter 22 of the City Code pertaining to Floodplain Management.*

10. ORDINANCES - SECOND READING

10.1 **CODE AMENDMENT - BEACH RANGERS -** ORDINANCE 2018-16 AMENDING CHAPTER 90, ARTICLE II, BEACHES, OF THE CODE OF ORDINANCES; CREATING SECTION 90-32 BEACH RANGERS AND REASONABLE COMMAND; AMENDING SECTION 90-46 RESTRICTING FISHING NEAR OCEAN RESCUE TOWERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amending Chapter 90 of the Code of Ordinances to include the Beach Ranger Program*

10.2 **CODE AMENDMENT - NEWSRACKS** - ORDINANCE 2018-17 AMENDING ORDINANCE 2017-23 CHAPTER 70 OF THE CODE OF ORDINANCES OF THE CITY IN REGARDS TO STREETS, SIDEWALKS AND OTHER PUBLIC PLACES BY CREATING SECTION 70-7 REGARDING NEWSRACKS WITHIN THE HISTORIC DISTRICT; ; PROVIDING FOR SPECIFIC LOCATIONS FOR THE PLACEMENT OF CITY-APPROVED NEWSRACKS IN THE HISTORIC DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Section 70 of the City Code pertaining to newsracks to include an additional location at City Hall.*

11. BOARD APPOINTMENT

11.1 **ARTS AND CULTURE NASSAU -** *one appointment.*

12. CITY COMMISSION DISCUSSION / DIRECTION

12.1 **LAND DEVELOPMENT CODE CHANGES - ROAD STANDARDS -** *This item is placed on the agenda at the request of Commissioner Ross.*

13. CITY MANAGER REPORTS

14. CITY ATTORNEY REPORTS

15. CITY CLERK REPORTS

16. MAYOR/COMMISSIONER COMMENTS

17. ADJOURNMENT

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

Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Presentation
Parks & Recreation Advisory Committee

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Parks & Recreation Director Nan Voit and Chair Eric Bartelt will present an overview of the Parks & Recreation Advisory Committee.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager	07/03/2018
Nan Voit, Parks & Recreation Director	07/09/2018

Date: April 18, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Presentation
Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 07/10/2018
Dale Martin, City Manager 07/10/2018

PHClifford

Date: June 25, 2018

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION:

Monthly Budget Report

June 2018

Overall: Nine months, 75% through fiscal year 2017/2018. Electric Franchise Fee revenue and various grant revenues have been accrued for the month of June. Sanitation Services expense includes an accrual for one month. We will prepare budget amendments through the year to ensure budgeted amounts are not exceeded on a line by line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

General Fund: (001)

Total General Fund Revenues are at 92.6% of the annual budget. This is due to the timing of property tax receipts, which exceed the $12 budgeted amount, the accrual of almost $2 million in Federal and State FEMA revenue related to Hurricane Irma and Hurricane Matthew, and large Building and Permitting Revenue as well as Fire Marshall Fees. $140,000 has been accrued for June Franchise Fees. Specific lines we are tracking are detailed below.

	17/18 Budget	June 18 YTD $	June 18 YTD %	June 17 YTD $	June 17 YTD %
Local Option Gas Tax	243,101	187,092	77.0%	183,897	78.7%
Small County Surtax (one cent sales tax)	1,770,051	1,204,318	68.0%	1,122,773	70.5%
Half Cent Sales Tax	854,775	629,761	73.7%	584,227	73.2%
Franchise Fees	1,400,000	1,001,194	71.5%	943,882	65.1%
Total FY 17/18 Bud	**4,267,927**				
Total FY 16/17 Actual	4,026,580				
Total FY 16/17 Bud	4,073,372				

Only Non Departmental is over the 75% mark. This is due to the payment of $36,803 to Advanced Disposal Shrimp Fest work and one month advance payment for the Nassau Humane Society. Revenue exceeded expenditures for the year to date by just over $5.6 million.

Special Revenue Funds: (100-190)

Revenues plus Cash Balance Forward exceed Expenditures for all Special Revenue Funds. The City share of the CRA Property Tax Revenue was recorded in June. The County share, $5,389 is expected to be paid in July.

Debt Service Funds: (220 –230)

The annual principal payment, $386,000, was paid in April and semiannual interest was paid in October in the GO Bond Debt Service Fund – Fund 220. Semiannual interest was paid in March for the Utility Bond and Futures debt.

Capital Improvement Funds: (300-330)

As anticipated in the budget, Expenses exceed Revenue in the Capital Improvement Fund due to debt service payments, the purchase of new Police vehicles, Fire rescue unit, grapple truck, and the use of cash balance forward. The entries recorded in April, $1.6 million for Beach Renourishment expense with the offsetting grant Revenue (State & County) in the Capital Improvement Fund were reversed in June when it was learned the project was not completed

and will not be completed until FY 2018/2019. Revenues exceed Expenditures for the Capital Expansion and Wastewater Capital Improvement Funds.

Golf Course: (410)

Revenues exceeded Expenses year to date due to annual memberships, transfers from the General Fund, recording Gain on the sale of the old golf carts and recognizing the $200,000 interfund loan proceeds. Memberships were $10,234 lower this June year to date compared to June 2017. June margins on Pro Shop Sales are lower than the budgeted ration while F&B Sales are above the budgeted ratio.

Airport: (420)

As anticipated in the budget, Revenues plus Cash Balance Forward exceed Expenditures. Expenses exceeded Revenue for the year to date due paying a large share of the City's portion of the Terminal building costs.

Sanitation: (440)

Expenses exceeded Revenue for the month and year to date due to Contractual costs for grinding at the mulch site and costs related to the recycling event.

Wastewater: (450)

Revenues exceeded Expenditures for the month and year to date. Revenues from Sewer Fees were $32,718, or .8% higher than last June year to date.

Water: (460)

Revenues exceeded Expenditures for the month and year to date. Revenues from Water Fees were $38,469, or 1.3% lower than last June year to date.

Stormwater: (470)

Revenues exceeded Expenditures for the month and year to date. The rate increase went into effect in October and fees were tripled. Water Drainage Fees were $424,600 higher than June 2017 year to date.

Marina: (480)

Limited Marina operations continue into the beginning of the new fiscal year. Expenditures exceeded Revenue year to date.

Fleet: (510)

The "loss" in the Fleet Fund reduced again in June to $15,547 from the $60,423 reported in March, $34,558 reported in April, and $29,400 reported in May. The Fleet & Facilities Director and staff will continue to work with the Finance staff to ensure all revenue is posting properly to this fund. This Fund is meant to be self-supporting.

Utility Billing and Utility Administration: (520 – 530)

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

City of Fernandina Beach
Accounts Recievable Analysis

7/10/2018

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	Delinquency $	Avg Monthly Billing
8,360	**Active Customers**			**$ 980,500.00**
306		30	32,476.45	
59		60	3,097.48	
6		90	136.99 *	
2		120	69.39 *	
3		150	37.62 *	
159		**Total**	**$ 35,817.93**	* Payment plan in place

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

130	**Closed accts.**	**19 accts. w/delinquent balances**	**$ 3,001.23**

Utility Billings in Collections

Year based on final billing date	# of Accounts Transferred	Amt of $ Transferred	Amt of $ Recovered by CCI	Amt of $ Recovered by UB	**Total $ Recovered**	**% recovered**
2014 Charged Off	Effective 9/30/17	-	-	-		**0.00%**
2015 (thru Dec)	126	23,388.52	784.88	4,705.91		**23.48%**
2016 (thru Dec)	161	27,511.96	1,557.88	5,914.23		**27.16%**
2017 (thru Dec)	148	26,629.59	901.50	3,071.74		**14.92%**
2018 (thru April)		17,317.62				**0.00%**
		$ 94,847.69	$ 3,244.26	$ 13,691.88	**$ 16,936.14**	**17.86%**
Recovered to date		$ (16,936.14)				
Balance currently at CCI		**$ 77,911.55**				

Airport

Number of Customers		Delinquency Days	Delinquency $	Avg Mo'ly Billing	
87	**ALL Customers**			**$42,512.60**	
				(Amelia Island Aviation - acct closed)	
6		30	21,118.03	$ -	
2		60	4,024.40	$ -	
0		90	-	$ -	
0		120	-	$ 1,727.34	
0		150+	-	$ 7,031.43	
6		**Sub Total**	**$ 25,142.43**	**$ 8,758.77**	**$ 33,901.20**

Marina

Number of Customers		Delinquency Days	Delinquency $	Avg Mo'ly Billing
38	**ALL Customers**			**$18,551**
5		30	1,054.09	
3		60	325.90	
		90		
		120		
3		150+	3,132.18	
			4,512.17	

Brandon Hooper	1,261.59	Have title will sell boat	150
Jed Duckro	297.63	Need to write off	150
Carol Beth Williams	1,978.12	Collections with federal Lein	30+60+90+120+150
William Supplee	498.57	Will pay	60+90
Tony Peeples	166.16	Will pay	30+60
George Lannon	12.59	Will pay	60
Michael Foster	327.51	Will pay	30+60
Total	4,542.17		

Peck Center & Other City Leases

Number of Customers		Delinquency Days	Delinquency $	Avg Mo'ly Billing
9	**ALL Customers**			**12,521.54**
2		30	372.50	
0		60	-	
0		90	-	
0		120+	-	
2		**Sub Total**	**$ 372.50**	

75%

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110 PROPERTY TAXES	-12,045,190.00	-12,045,190.00	-12,090,753.65	-228,066.56	0.00	45,563.65	100.4%
001 31240 LOCAL OPTION GAS TAX	-243,101.00	-243,101.00	-187,092.06	-19,523.40	0.00	-56,008.94	77.0%
001 31251 STATE/FIRE INSURANCE TAX	-125,000.00	-125,000.00	0.00	0.00	0.00	-125,000.00	.0%
001 31252 STATE/POLICE INSURANCE TAX	-100,000.00	-100,000.00	0.00	0.00	0.00	-100,000.00	.0%
001 31260 SMALL COUNTY SURTAX	-1,770,051.00	-1,770,051.00	-1,204,318.39	-135,378.37	0.00	-565,732.61	68.0%
001 31610 LOCAL BUSINESS TAX	-160,000.00	-160,000.00	-129,613.69	-2,516.90	0.00	-30,386.31	81.0%
001 31620 LOCAL BUSINESS TAX - PENALTIES	-2,500.00	-2,500.00	-2,908.70	-439.38	0.00	408.70	116.3%
001 31630 LOCAL BUSINESS TAX-OTHER FEES	0.00	0.00	-20.75	0.00	0.00	20.75	100.0%
001 31640 LOCAL BUSINESS TAX-PAST DUE FE	-500.00	-500.00	-1,573.13	0.00	0.00	1,073.13	314.6%
001 32200 BUILDING PERMITS	-600,000.00	-600,000.00	-932,221.48	-50,646.00	0.00	332,221.48	155.4%
001 32201 BUILDING PERMIT-ADDRESS	0.00	0.00	-97.50	0.00	0.00	97.50	100.0%
001 32202 BLDING PERMIT-CONSTRUCTION PL	-300,000.00	-300,000.00	-425,289.58	-19,918.79	0.00	125,289.58	141.8%
001 32203 BUILDING PERMIT-DEMOLITION	-6,500.00	-6,500.00	-5,140.00	-591.00	0.00	-1,360.00	79.1%
001 32204 BUILDING PERMIT-DRIVEWAY	-6,000.00	-6,000.00	-4,984.99	-524.99	0.00	-1,015.01	83.1%
001 32206 BUILDING PERMIT-AFTER THE FACT	-4,500.00	-4,500.00	-13,816.00	0.00	0.00	9,316.00	307.0%
001 32207 BLDING PERMIT-REINSPECTION FEE	-4,000.00	-4,000.00	-3,098.32	-225.60	0.00	-901.68	77.5%
001 32208 BLDING PERMIT-2ND REINSPECTION	-100.00	-100.00	0.00	0.00	0.00	-100.00	.0%
001 32210 BUILDING PERMIT-TREE REMOVAL	-15,000.00	-15,000.00	-24,572.50	-1,965.00	0.00	9,572.50	163.8%
001 32211 BUILDING PERMIT-FENCING	-5,000.00	-5,000.00	-3,565.00	-150.00	0.00	-1,435.00	71.3%
001 32218 CLEARING/EXCAVATE-PERMITS	-16,000.00	-16,000.00	-26,657.00	-858.00	0.00	10,657.00	166.6%

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32219	TREE TRUST FUND RESERVE						
	-15,000.00	-15,000.00	-24,572.50	-1,965.00	0.00	9,572.50	163.8%
001 32310	FRANCHISE FEES ELECTRIC						
	-1,400,000.00	-1,400,000.00	-1,001,194.03	-78,270.08	0.00	-398,805.97	71.5%
001 32340	FRANCHISE FEES GAS						
	-16,000.00	-16,000.00	-15,984.45	-1,745.29	0.00	-15.55	99.9%
001 32900	CODE ENFORCEMENT FEES & FINES						
	-3,500.00	-3,500.00	-20,960.85	-225.00	0.00	17,460.85	598.9%
001 32901	ZONING PLAN REVIEW						
	-18,000.00	-18,000.00	-16,600.23	-1,900.00	0.00	-1,399.77	92.2%
001 32903	SIGN PERMITS						
	-4,500.00	-4,500.00	-3,637.00	-705.00	0.00	-863.00	80.8%
001 32905	ELECTRICAL PERMITS-GENERAL						
	-55,000.00	-55,000.00	-51,665.00	-6,050.00	0.00	-3,335.00	93.9%
001 32906	ELECTRICAL PERMITS-TEMPORARY P						
	-7,500.00	-7,500.00	-7,425.00	-1,575.00	0.00	-75.00	99.0%
001 32908	GAS PERMITS-GENERAL						
	-14,000.00	-14,000.00	-12,150.00	-1,040.00	0.00	-1,850.00	86.8%
001 32909	GAS PERMITS-LP INSTALLATION						
	-6,000.00	-6,000.00	-3,450.00	-225.00	0.00	-2,550.00	57.5%
001 32911	MECHANICAL						
	-65,000.00	-65,000.00	-91,727.00	-7,713.00	0.00	26,727.00	141.1%
001 32912	PLUMBING PERMITS						
	-34,000.00	-34,000.00	-27,380.00	-2,430.00	0.00	-6,620.00	80.5%
001 32913	PLUMBING-FIXTURE FEES						
	-20,000.00	-20,000.00	-25,984.50	-1,701.50	0.00	5,984.50	129.9%
001 32915	ANNEXATION APP FEE						
	-2,700.00	-2,700.00	-6,050.00	-4,250.00	0.00	3,350.00	224.1%
001 32917	BOA APP FEES-RESIDENTIAL						
	-13,000.00	-13,000.00	-7,350.00	-650.00	0.00	-5,650.00	56.5%
001 32918	ZONING CERTIFICATION FEE						
	-3,500.00	-3,500.00	-2,330.00	-150.00	0.00	-1,170.00	66.6%
001 32920	CDD COPIES MADE FEE						
	-2,000.00	-2,000.00	-1,452.28	-253.65	0.00	-547.72	72.6%
001 32921	COMP PLAN AMEND APP FEE						
	-3,300.00	-3,300.00	0.00	0.00	0.00	-3,300.00	.0%
001 32923	CU APPLICATION FEE						
	0.00	0.00	-20.00	0.00	0.00	20.00	100.0%
001 32924	HDC APPLICATION FEE						
	-10,000.00	-10,000.00	-9,110.00	-1,020.00	0.00	-890.00	91.1%
001 32926	PLAT APPROVAL APP FEE						
	-3,200.00	-3,200.00	-3,300.00	0.00	0.00	100.00	103.1%
001 32927	PRELIMINARY SITE PLAN VISIT						
	0.00	0.00	-1,600.00	0.00	0.00	1,600.00	100.0%

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32928 REZONING APP FEE	-5,000.00	-5,000.00	-3,400.00	0.00	0.00	-1,600.00	68.0%
001 32929 SITE PLAN REVIEW APP FEE	-36,000.00	-36,000.00	-26,800.00	-6,800.00	0.00	-9,200.00	74.4%
001 32931 HDC VARIANCE	-1,300.00	-1,300.00	0.00	0.00	0.00	-1,300.00	.0%
001 32932 DUE DILIGENCE	-1,500.00	-1,500.00	-500.00	0.00	0.00	-1,000.00	33.3%
001 32936 CODE TEXT AMENDMENT	-850.00	-850.00	0.00	0.00	0.00	-850.00	.0%
001 32937 LOT LINE ADJUSTMENTS	-1,200.00	-1,200.00	-3,200.00	-400.00	0.00	2,000.00	266.7%
001 32960 ADMINISTRATION COST BLDING SU	-2,000.00	-2,000.00	2,246.94	0.00	0.00	-4,246.94	-112.3%
001 32980 OTHER MISC PERMITS	-1,000.00	-1,000.00	-495.00	-70.00	0.00	-505.00	49.5%
001 32981 SPECIAL EVENT PERMITS	-2,500.00	-2,500.00	-4,949.00	-1,500.00	0.00	2,449.00	198.0%
001 32982 SPECIAL BANNER PERMITS	-1,000.00	-1,000.00	-1,440.00	0.00	0.00	440.00	144.0%
001 32992 FIRE MARSHALL'S FEES	-24,000.00	-24,000.00	-223,447.80	-4,812.70	0.00	199,447.80	931.0%
001 32995 ADDRESS ASSIGNMENT	-1,000.00	-1,000.00	-1,330.00	-110.00	0.00	330.00	133.0%
001 33120 FEMA GRANT	0.00	-1,316,811.00	-1,428,973.34	0.00	0.00	112,162.34	108.5%
001 33160 URBAN FORESTRY GRANT	0.00	0.00	-14,950.00	0.00	0.00	14,950.00	100.0%
001 33170 DOS PRESERVATION	-50,000.00	-50,000.00	-20,000.00	0.00	0.00	-30,000.00	40.0%
001 33350 HALF-CENT SALES TAX	-854,775.00	-854,775.00	-629,760.87	-81,213.16	0.00	-225,014.13	73.7%
001 33420 FEMA STATE	0.00	-103,209.00	-113,560.89	0.00	0.00	10,351.89	110.0%
001 33512 STATE REVENUE SHARING PROCEED	-228,016.00	-228,016.00	-160,161.23	-17,792.96	0.00	-67,854.77	70.2%
001 33514 MOBILE HOME TAX	-600.00	-600.00	-523.35	-40.25	0.00	-76.65	87.2%
001 33515 ALCOHOLIC BEV LICENSE	-22,000.00	-22,000.00	-17,799.53	-83.90	0.00	-4,200.47	80.9%
001 33522 FIREFIGHTERS SUPPLEMENT	-10,500.00	-10,500.00	-7,391.67	-2,530.00	0.00	-3,108.33	70.4%
001 33720 SCHOOL RESOURCE OFFICER	-127,850.00	-127,850.00	-97,445.58	0.00	0.00	-30,404.42	76.2%

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33721 DEA REIMBURSEMENT	-4,000.00	-4,000.00	-9,652.62	-1,989.30	0.00	5,652.62	241.3%
001 33722 NASSAU COUNTY OCEAN RESCUE	-118,650.00	-118,650.00	-33,467.71	-9,457.49	0.00	-85,182.29	28.2%
001 33910 OCEAN,HIGHWAY AND PRT AUTHORIT	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 34260 AMBULANCE SERVICES	-423,771.00	-423,771.00	-341,755.27	-52,422.72	0.00	-82,015.73	80.6%
001 34290 SHRIMP FESTIVAL REIMBURSEMENT	-12,000.00	-12,000.00	-5,766.96	0.00	0.00	-6,233.04	48.1%
001 34700 TRUST ACTIVITIES NON-TAXABLE	-157,000.00	-157,000.00	-108,773.28	-6,667.00	0.00	-48,226.72	69.3%
001 34701 TRUST ACTIVITIES TAXABLE	-20,000.00	-20,000.00	-21,433.36	-2,374.15	0.00	1,433.36	107.2%
001 34702 PARKS TRUST NON-TAXABLE	-7,000.00	-7,000.00	6,950.40	-160.00	0.00	-13,950.40	-99.3%
001 34704 RENTALS NON-TAXABLE	-15,000.00	-15,000.00	-9,999.00	-273.00	0.00	-5,001.00	66.7%
001 34705 SOFTBALL COMPLEX	-1,000.00	-1,000.00	-613.00	-380.99	0.00	-387.00	61.3%
001 34706 PARKS LAWN CHARGES	-9,000.00	-9,000.00	-13,430.24	-6,281.03	0.00	4,430.24	149.2%
001 34720 RENTALS	-12,000.00	-12,000.00	-5,904.00	-486.00	0.00	-6,096.00	49.2%
001 34721 PECK RENTS	-10,000.00	-10,000.00	-10,520.66	-895.00	0.00	520.66	105.2%
001 34722 PECK RENTS NON-TAXABLE	-30,000.00	-30,000.00	-43,856.11	-2,302.16	0.00	13,856.11	146.2%
001 34723 PECK TRUST TAXABLE	-6,000.00	-6,000.00	-5,503.43	-736.49	0.00	-496.57	91.7%
001 34724 PECK TRUST NON-TAXABLE	-40,000.00	-40,000.00	-37,871.00	-5,338.00	0.00	-2,129.00	94.7%
001 34725 MLK RENTS	-3,000.00	-3,000.00	-3,149.37	-551.37	0.00	149.37	105.0%
001 34726 MLK RENTS NON-TAXABLE	0.00	0.00	-1,995.00	-472.00	0.00	1,995.00	100.0%
001 34728 MLK TRUST NON-TAXABLE	-12,000.00	-12,000.00	-10,196.00	-3,140.00	0.00	-1,804.00	85.0%
001 34730 YOUTH TRUST ACTIVITIES	0.00	0.00	-20,344.50	146.00	0.00	20,344.50	100.0%
001 34731 YOUTH CAMPS	-240,000.00	-240,000.00	-201,218.45	-39,791.65	0.00	-38,781.55	83.8%
001 34741 AQUATICS TRUST NON-TAXABLE	-115,000.00	-115,000.00	-87,622.49	-16,036.56	0.00	-27,377.51	76.2%

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34742 SWIMMING POOLS	-54,000.00	-54,000.00	-37,506.62	-11,132.81	0.00	-16,493.38	69.5%
001 34743 SWIMMING POOLS NON-TAXABLE	0.00	0.00	-810.00	-60.00	0.00	810.00	100.0%
001 34745 GREENWAY	0.00	0.00	-62.00	0.00	0.00	62.00	100.0%
001 34746 GREENWAY TAXABLE	0.00	0.00	-529.00	-56.00	0.00	529.00	100.0%
001 34799 P & R COMBO MEMBERSHIPS	0.00	0.00	-1,627.11	0.00	0.00	1,627.11	100.0%
001 35100 COURT CASES GENERAL FUND	-8,000.00	-8,000.00	-8,031.33	-1,004.49	0.00	31.33	100.4%
001 35115 PARKING TICKETS	-8,500.00	-8,500.00	-8,851.55	-675.00	0.00	351.55	104.1%
001 35120 POLICE EDUCATION	-1,300.00	-1,300.00	-1,074.59	-145.64	0.00	-225.41	82.7%
001 35420 CODE ENFORCEMENT FINDS	0.00	0.00	-25.00	0.00	0.00	25.00	100.0%
001 35911 FINGERPRINT-ACCI-INC REPORT	-1,600.00	-1,600.00	-1,106.65	-80.10	0.00	-493.35	69.2%
001 36110 INTEREST	-25,000.00	-25,000.00	-41,413.81	-5,638.69	0.00	16,413.81	165.7%
001 36210 RENTS	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
001 36215 RENTS NON-TAXABLE	-20,300.00	-20,300.00	-16,961.75	-1,983.75	0.00	-3,338.25	83.6%
001 36221 POLICE BUILDING RENT	-125,000.00	-125,000.00	-22,010.02	0.00	0.00	-102,989.98	17.6%
001 36990 OTHER REVENUE	-12,000.00	-12,000.00	-30,114.20	-712.14	0.00	18,114.20	251.0%
001 36993 DONATIONS/CONTRIBUTIONS	0.00	-15,529.00	-15,528.89	0.00	0.00	-0.11	100.0%
001 36996 REVENUE-GARNISHMENT FEE	-100.00	-100.00	-97.00	-8.00	0.00	-3.00	97.0%
001 36997 TDC REVENUE	-36,348.00	-36,348.00	-41,206.00	-3,958.00	0.00	4,858.00	113.4%
001 36999 HDC TRUST FUND	0.00	0.00	-35.00	0.00	0.00	35.00	100.0%
001 38215 FROM UTILITY TAX	-1,704,000.00	-1,704,000.00	-1,278,000.00	-142,000.00	0.00	-426,000.00	75.0%
001 38244 FROM SANITATION	-36,000.00	-36,000.00	-27,000.00	-3,000.00	0.00	-9,000.00	75.0%
001 38245 FROM WASTEWATER OPERATIONS	-360,000.00	-360,000.00	-270,000.00	-30,000.00	0.00	-90,000.00	75.0%

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38246 FROM WATER OPERATIONS	-180,000.00	-180,000.00	-135,000.00	-15,000.00	0.00	-45,000.00	75.0%
001 38251 FROM FLEET	-15,000.00	-15,000.00	-11,250.00	-1,250.00	0.00	-3,750.00	75.0%
001 38910 CASH BALANCE FORWARD	-5,260,874.00	-5,260,874.00	0.00	0.00	0.00	-5,260,874.00	.0%
001 38911 CASH BAL FORWARD REST'D	-1,322,750.00	-1,322,750.00	0.00	0.00	0.00	-1,322,750.00	.0%
TOTAL GENERAL FUND	-28,930,926.00	-30,366,475.00	-22,057,909.47	-1,054,339.01	0.00	-8,308,565.53	72.6%
TOTAL REVENUES	-28,930,926.00	-30,366,475.00	-22,057,909.47	-1,054,339.01	0.00	-8,308,565.53	
0012100 POLICE							
0012100 34211 USDOT GRANT	-49,700.00	-49,700.00	0.00	0.00	0.00	-49,700.00	.0%
TOTAL POLICE	-49,700.00	-49,700.00	0.00	0.00	0.00	-49,700.00	.0%
TOTAL REVENUES	-49,700.00	-49,700.00	0.00	0.00	0.00	-49,700.00	
0012200 FIRE							
0012200 36993 DONATIONS/CONTRIBUTIONS	0.00	0.00	-6,544.03	-24.00	0.00	6,544.03	100.0%
TOTAL FIRE	0.00	0.00	-6,544.03	-24.00	0.00	6,544.03	100.0%
TOTAL REVENUES	0.00	0.00	-6,544.03	-24.00	0.00	6,544.03	
GRAND TOTAL	-28,980,626.00	-30,416,175.00	-22,064,453.50	-1,054,363.01	0.00	-8,351,721.50	72.5%

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92.6%

- CBF 23,832,551

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION	328,214.00	332,214.00	224,063.03	15,699.56	0.00	108,150.97	67.4%
0011200 CITY CLERK	466,036.00	469,536.00	339,023.15	28,883.60	0.00	130,512.85	72.2%
0011210 CITY MANAGER	498,307.00	498,307.00	353,687.57	41,573.01	789.00	143,830.43	71.1%
0011300 FINANCE	845,808.00	844,908.00	520,274.32	61,687.24	2,500.00	322,133.68	61.9%
0011310 INFORMATION TECHNOLOGY	656,026.00	656,026.00	402,875.83	55,904.89	5,741.39	247,408.78	62.3%
0011350 HUMAN RESOURCES	365,171.00	372,171.00	259,274.63	25,301.83	0.00	112,896.37	69.7%
0011400 CITY ATTORNEY	327,545.00	328,045.00	234,839.54	28,345.45	0.00	93,205.46	71.6%
0011500 PLANNING	534,710.00	534,710.00	359,559.04	57,623.00	0.00	175,150.96	67.2%
0011910 NON DEPARTMENTAL	277,769.00	277,769.00	213,878.05	19,212.50	0.00	63,890.95	77.0% *
0011930 FACILITIES MAINTENANCE	601,507.00	601,507.00	429,494.50	41,018.68	3,890.00	168,122.50	72.0%
0012100 POLICE	5,526,768.00	5,743,339.00	3,762,276.60	416,601.34	12,761.95	1,968,300.45	65.7%
0012200 FIRE	4,621,740.00	4,971,963.00	3,063,391.42	291,862.78	176,860.38	1,731,711.20	65.2%
0012201 FIRE OCEAN RESCUE	233,200.00	233,200.00	97,585.93	49,075.87	0.00	135,614.07	41.8%
0012400 BUILDING / PERMITTING	1,479,328.00	1,479,328.00	653,573.63	64,324.13	0.00	825,754.37	44.2%
0012420 CODE ENFORCEMENT	167,039.00	167,039.00	97,034.28	4,848.59	0.00	70,004.72	58.1%
0014100 STREETS	2,048,212.00	3,486,895.00	2,343,698.11	98,371.77	49,500.00	1,093,696.89	68.6%
0015200 DOWNTOWN	85,373.00	85,373.00	34,198.98	3,881.92	0.00	51,174.02	40.1%
0015640 PUBLIC ASSISTANCE	56,500.00	56,500.00	19,701.61	6,976.21	0.00	36,798.39	34.9%
0017100 LIBRARY	14,341.00	14,341.00	6,260.29	1,493.32	2,352.00	5,728.71	60.1%
0017200 RECREATION	1,040,999.00	1,043,924.00	675,287.64	65,350.31	0.00	368,636.36	64.7%
0017210 PARKS	220,293.00	220,293.00	115,832.14	14,404.84	0.00	104,460.86	52.6%
0017220 PECK	267,064.00	267,514.00	164,734.83	18,940.94	8,368.00	94,411.17	64.7%

FOR 2018 09

0017225 MLK CENTER

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017225 MLK CENTER	188,136.00	188,636.00	107,326.72	16,228.85	0.00	81,309.28	56.9%
0017230 YOUTH	259,736.00	259,736.00	177,641.69	35,090.48	0.00	82,094.31	68.4%
0017240 AQUATICS	350,360.00	353,285.00	224,775.73	35,857.41	0.00	128,509.27	63.6%
0018100 INTERFUND TRANSFERS OUT	2,104,281.00	2,104,281.00	1,578,210.75	175,356.75	0.00	526,070.25	75.0%
0018200 CONTINGENCIES	120,000.00	0.00	0.00	0.00	0.00	0.00	.0%
0018300 RESERVES	4,396,993.00	3,926,165.00	0.00	0.00	0.00	3,926,165.00	.0%
0018301 REST'D RESERVES	899,170.00	899,170.00	0.00	0.00	0.00	899,170.00	.0%
GRAND TOTAL	28,980,626.00	30,416,175.00	16,458,500.01	1,673,915.27	262,762.72	13,694,912.27	55.0%

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REVENUE < 23,832,551 >

NET < REV > EXPS < 7,374,051 >

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35110 FINES/FORFEITURES	-376.00	-376.00	-123.08	0.00	0.00	-252.92	32.7%
100 38910 CASH BALANCE FORWARD	-2,038.00	-2,038.00	0.00	0.00	0.00	-2,038.00	.0%
100 55200 OPERATING SUPPLIES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
100 59990 RESERVE	414.00	414.00	0.00	0.00	0.00	414.00	.0%
TOTAL LAW ENFORCEMENT TRUST	0.00	0.00	-123.08	0.00	0.00	123.08	100.0%
TOTAL REVENUES	-2,414.00	-2,414.00	-123.08	0.00	0.00	-2,290.92	
TOTAL EXPENSES	2,414.00	2,414.00	0.00	0.00	0.00	2,414.00	
GRAND TOTAL	0.00	0.00	-123.08	0.00	0.00	123.08	100.0%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121 SEIZED CONTRABAND	-25,000.00	-25,000.00	-28,123.39	-2,079.64	0.00	3,123.39	112.5%
110 38910 CASH BALANCE FORWARD	-34,200.00	-34,200.00	0.00	0.00	0.00	-34,200.00	.0%
110 54000 TRAINING/TRAVEL	0.00	4,000.00	700.00	0.00	0.00	3,300.00	17.5%
110 54900 MISC EXPENSE	10,000.00	8,500.00	1,000.00	1,000.00	0.00	7,500.00	11.8%
110 55200 OPERATING SUPPLIES	15,000.00	11,000.00	6,719.15	0.00	0.00	4,280.85	61.1%
110 56400 MACH/EQUIP	30,000.00	31,500.00	31,255.00	0.00	0.00	245.00	99.2%
110 59990 RESERVE	4,200.00	4,200.00	0.00	0.00	0.00	4,200.00	.0%
TOTAL FEDERAL FORFEITURE	0.00	0.00	11,550.76	-1,079.64	0.00	-11,550.76	100.0%
TOTAL REVENUES	-59,200.00	-59,200.00	-28,123.39	-2,079.64	0.00	-31,076.61	
TOTAL EXPENSES	59,200.00	59,200.00	39,674.15	1,000.00	0.00	19,525.85	
GRAND TOTAL	0.00	0.00	11,550.76	-1,079.64	0.00	-11,550.76	100.0%

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FOR 2018 09

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

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

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110 INTEREST	-5,000.00	-5,000.00	-1,224.34	0.00	0.00	-3,775.66	24.5%
145 36310 IMPACT FEES- INCORPORATED AREA	-232,100.00	-232,100.00	-523,806.09	-37,136.00	0.00	291,706.09	225.7%
145 36311 IMPACT FEES- UNINCORPORATED	-174,075.00	-174,075.00	-34,721.17	-17,761.30	0.00	-139,353.83	19.9%
145 36990 OTHER REVENUE	0.00	0.00	-2,234.16	0.00	0.00	2,234.16	100.0%
145 38910 CASH BALANCE FORWARD	-320,600.00	-320,600.00	0.00	0.00	0.00	-320,600.00	.0%
145 59230 TRANSFER TO UTIL ACQ DS	406,175.00	406,175.00	304,631.28	33,847.92	0.00	101,543.72	75.0%
145 59990 RESERVE	325,600.00	325,600.00	0.00	0.00	0.00	325,600.00	.0%
TOTAL WASTEWATER IMPACT	0.00	0.00	-257,354.48	-21,049.38	0.00	257,354.48	100.0%
TOTAL REVENUES	-731,775.00	-731,775.00	-561,985.76	-54,897.30	0.00	-169,789.24	
TOTAL EXPENSES	731,775.00	731,775.00	304,631.28	33,847.92	0.00	427,143.72	
GRAND TOTAL	0.00	0.00	-257,354.48	-21,049.38	0.00	257,354.48	100.0%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36310 IMPACT FEES- INCORPORATED AREA	-95,900.00	-95,900.00	-214,667.02	-16,168.74	0.00	118,767.02	223.8%
146 36311 IMPACT FEES- UNINCORPORATED	-71,925.00	-71,925.00	-15,908.29	-7,300.68	0.00	-56,016.71	22.1%
146 38910 CASH BALANCE FORWARD	-102,330.00	-102,330.00	0.00	0.00	0.00	-102,330.00	.0%
146 59230 TRANSFER TO UTIL ACQ DS	167,825.00	167,825.00	125,868.78	13,985.42	0.00	41,956.22	75.0%
146 59990 RESERVE	102,330.00	102,330.00	0.00	0.00	0.00	102,330.00	.0%
TOTAL WATER IMPACT	0.00	0.00	-104,706.53	-9,484.00	0.00	104,706.53	100.0%
TOTAL REVENUES	-270,155.00	-270,155.00	-230,575.31	-23,469.42	0.00	-39,579.69	
TOTAL EXPENSES	270,155.00	270,155.00	125,868.78	13,985.42	0.00	144,286.22	
GRAND TOTAL	0.00	0.00	-104,706.53	-9,484.00	0.00	104,706.53	100.0%

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

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410 ELECTRIC MUNICIPAL TAX	-700,000.00	-700,000.00	-470,736.31	-49,897.44	0.00	-229,263.69	67.2%
150 31420 TELEPHONE MUNICIPAL TAX	-641,979.00	-641,979.00	-497,891.29	-54,998.42	0.00	-144,087.71	77.6%
150 31430 WATER MUNICIPAL TAX	-300,000.00	-300,000.00	-227,030.00	-26,612.04	0.00	-72,970.00	75.7%
150 31440 GAS MUNICIPAL TAX	-90,000.00	-90,000.00	-83,475.72	-7,220.69	0.00	-6,524.28	92.8%
150 36110 INTEREST	0.00	0.00	-2.95	-0.40	0.00	2.95	100.0%
150 38910 CASH BALANCE FORWARD	-63,021.00	-63,021.00	0.00	0.00	0.00	-63,021.00	.0%
150 59100 TRANSFER TO GENERAL FUND	1,704,000.00	1,704,000.00	1,278,000.00	142,000.00	0.00	426,000.00	75.0%
150 59990 RESERVE	91,000.00	91,000.00	0.00	0.00	0.00	91,000.00	.0%
TOTAL UTILITY TAX	0.00	0.00	-1,136.27	3,271.01	0.00	1,136.27	100.0%
TOTAL REVENUES	-1,795,000.00	-1,795,000.00	-1,279,136.27	-138,728.99	0.00	-515,863.73	
TOTAL EXPENSES	1,795,000.00	1,795,000.00	1,278,000.00	142,000.00	0.00	517,000.00	
GRAND TOTAL	0.00	0.00	-1,136.27	3,271.01	0.00	1,136.27	100.0%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
160 LOCAL LAW ENFORC BLOCK							
160 38910 CASH BALANCE FORWARD	-571.00	-571.00	0.00	0.00	0.00	-571.00	.0%
160 59990 RESERVE	571.00	571.00	0.00	0.00	0.00	571.00	.0%
TOTAL LOCAL LAW ENFORC BLOCK	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL REVENUES	-571.00	-571.00	0.00	0.00	0.00	-571.00	
TOTAL EXPENSES	571.00	571.00	0.00	0.00	0.00	571.00	
GRAND TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970 BURIAL PERMITS	-3,500.00	-3,500.00	-2,800.00	-320.00	0.00	-700.00	80.0%
170 34560 MARKER SETTING FEES	-2,200.00	-2,200.00	-2,640.00	-480.00	0.00	440.00	120.0%
170 34570 PERPETUAL CARE	-38,430.00	-38,430.00	-55,411.20	-4,816.88	0.00	16,981.20	144.2%
170 34580 SALE OF LOTS	-71,370.00	-71,370.00	-99,914.80	-8,945.62	0.00	28,544.80	140.0%
170 36110 INTEREST	-13,000.00	-13,000.00	-7,875.66	0.00	0.00	-5,124.34	60.6%
170 36120 UNREALIZED GAIN	0.00	0.00	7,669.84	98.90	0.00	-7,669.84	100.0%
170 36992 GAIN ON SALE OF ASSET	0.00	0.00	-1,445.00	0.00	0.00	1,445.00	100.0%
170 38910 CASH BALANCE FORWARD	-84,600.00	-84,600.00	0.00	0.00	0.00	-84,600.00	.0%
170 38913 CASH BAL FOR RESTD CEMET	-966,750.00	-966,750.00	0.00	0.00	0.00	-966,750.00	.0%
170 51200 SALARIES	70,431.00	70,431.00	49,258.44	5,456.01	0.00	21,172.56	69.9%
170 51400 OVERTIME	0.00	2,000.00	1,081.91	0.00	0.00	918.09	54.1%
170 52100 FICA	5,388.00	5,388.00	3,490.16	376.57	0.00	1,897.84	64.8%
170 52200 RETIREMENT	1,750.00	1,750.00	1,312.47	145.83	0.00	437.53	75.0%
170 52300 HEALTH INSUR	23,712.00	23,712.00	18,318.52	2,120.80	0.00	5,393.48	77.3%
170 52301 LIFE INSUR	387.00	387.00	264.88	30.96	0.00	122.12	68.4%
170 52400 WORKERS' COMP	4,010.00	4,010.00	3,007.53	334.17	0.00	1,002.47	75.0%
170 53200 AUDITING	2,265.00	2,265.00	1,698.75	188.75	0.00	566.25	75.0%
170 53400 CONTRACTUAL	3,848.00	3,848.00	1,932.73	68.33	0.00	1,915.27	50.2%
170 54101 COMMUNICATIONS-CELLULAR	50.00	50.00	6.28	0.00	0.00	43.72	12.6%
170 54300 UTILITIES ELECTRIC	3,300.00	3,300.00	627.97	124.68	0.00	2,672.03	19.0%

CEMETERY

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54310 UTILITIES-WATER & WASTEWATER	750.00	750.00	83.62	12.12	0.00	666.38	11.1%
170 54500 INSURANCE	3,207.00	3,207.00	2,405.25	267.25	0.00	801.75	75.0%
170 54610 R/M BLDG & GROUNDS	20,000.00	18,300.00	12,403.33	0.00	0.00	5,896.67	67.8%
170 54620 R/M EQUIPMENT	1,800.00	1,800.00	397.79	0.00	0.00	1,402.21	22.1%
170 54630 R/M VEHICLES-LABOR	1,500.00	2,300.00	1,900.00	0.00	0.00	400.00	82.6%
170 54640 R/M VEHICLES-PARTS	2,000.00	2,900.00	2,502.62	93.00	0.00	397.38	86.3%
170 55200 OPERATING SUPPLIES	600.00	600.00	17.03	0.00	0.00	582.97	2.8%
170 55210 UNIFORMS	650.00	650.00	574.50	0.00	0.00	75.50	88.4%
170 55230 GAS/OIL	2,250.00	2,250.00	1,670.91	266.92	0.00	579.09	74.3%
170 56400 MACH/EQUIP	20,500.00	18,500.00	16,181.00	0.00	2,250.00	69.00	99.6%
170 59900 CONTINGENCY	2,902.00	0.00	0.00	0.00	0.00	0.00	.0%
170 59990 RESERVE	1,008,550.00	2,902.00	0.00	0.00	0.00	2,902.00	.0%
170 59997 RESERVE REST'D FOR CEMETERY	0.00	1,008,550.00	0.00	0.00	0.00	1,008,550.00	.0%
TOTAL CEMETERY	0.00	0.00	-43,281.13	-4,978.21	2,250.00	41,031.13	100.0%
TOTAL REVENUES	-1,179,850.00	-1,179,850.00	-162,416.82	-14,463.60	0.00	-1,017,433.18	
TOTAL EXPENSES	1,179,850.00	1,179,850.00	119,135.69	9,485.39	2,250.00	1,058,464.31	
GRAND TOTAL	0.00	0.00	-43,281.13	-4,978.21	2,250.00	41,031.13	100.0%

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CRA

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110 PROPERTY TAXES	-4,000.00	-4,000.00	-4,923.84	-4,923.84	0.00	923.84	123.1%
180 31117 PROPERTY TAXES-COUNTY	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
180 36991 PARKING REVENUE	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
180 38910 CASH BALANCE FORWARD	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%
180 59990 RESERVE	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00	.0%
TOTAL COMM DEVELOP AREA	0.00	0.00	-4,923.84	-4,923.84	0.00	4,923.84	100.0%
TOTAL REVENUES	-11,000.00	-11,000.00	-4,923.84	-4,923.84	0.00	-6,076.16	
TOTAL EXPENSES	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00	
GRAND TOTAL	0.00	0.00	-4,923.84	-4,923.84	0.00	4,923.84	100.0%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210 FEDERAL LAW ENFORCEMENT SUPP	-135,216.00	-135,216.00	-113,349.65	-14,099.91	0.00	-21,866.35	83.8%
190 35910 UNCLAIMED/ABANDONED CASH	0.00	0.00	-480.24	0.00	0.00	480.24	100.0%
190 38910 CASH BALANCE FORWARD	-41,884.00	-41,884.00	0.00	0.00	0.00	-41,884.00	.0%
190 53400 CONTRACTUAL	0.00	1,050.00	1,047.83	0.00	0.00	2.17	99.8%
190 54000 TRAINING/TRAVEL	11,500.00	11,500.00	6,591.09	2,057.90	0.00	4,908.91	57.3%
190 54921 UNDERCOVER	10,000.00	4,950.00	2,000.00	2,000.00	0.00	2,950.00	40.4%
190 55200 OPERATING SUPPLIES	27,000.00	27,000.00	15,286.30	266.73	0.00	11,713.70	56.6%
190 56400 MACH/EQUIP	68,000.00	68,000.00	59,970.18	0.00	4,635.34	3,394.48	95.0%
190 56401 EQUIP-NON CAPITAL	18,500.00	22,500.00	3,957.59	0.00	0.00	18,542.41	17.6%
190 59990 RESERVE	42,100.00	42,100.00	0.00	0.00	0.00	42,100.00	.0%
TOTAL LAW ENFORCE RECOVERY	0.00	0.00	-24,976.90	-9,775.28	4,635.34	20,341.56	100.0%
TOTAL REVENUES	-177,100.00	-177,100.00	-113,829.89	-14,099.91	0.00	-63,270.11	
TOTAL EXPENSES	177,100.00	177,100.00	88,852.99	4,324.63	4,635.34	83,611.67	
GRAND TOTAL	0.00	0.00	-24,976.90	-9,775.28	4,635.34	20,341.56	100.0%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 38101 FROM GENERAL FUND	-423,807.00	-423,807.00	-317,855.25	-35,317.25	0.00	-105,951.75	75.0%
220 38910 CASH BALANCE FORWARD	-4,440.00	-4,440.00	0.00	0.00	0.00	-4,440.00	.0%
220 57100 PRINCIPAL	386,000.00	386,000.00	386,000.00	0.00	0.00	0.00	100.0%
220 57200 INTEREST	37,807.00	37,807.00	37,807.20	0.00	0.00	-0.20	100.0%
220 59990 RESERVE	4,440.00	4,440.00	0.00	0.00	0.00	4,440.00	.0%
TOTAL BOND DEBT SERVICE	0.00	0.00	105,951.95	-35,317.25	0.00	-105,951.95	100.0%
TOTAL REVENUES	-428,247.00	-428,247.00	-317,855.25	-35,317.25	0.00	-110,391.75	
TOTAL EXPENSES	428,247.00	428,247.00	423,807.20	0.00	0.00	4,439.80	
GRAND TOTAL	0.00	0.00	105,951.95	-35,317.25	0.00	-105,951.95	100.0%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 38140 FROM WW IMPACT FEES	-406,175.00	-406,175.00	-304,631.28	-33,847.92	0.00	-101,543.72	75.0%
230 38141 FROM WATER IMPACT FEES	-167,825.00	-167,825.00	-125,868.78	-13,985.42	0.00	-41,956.22	75.0%
230 38145 FROM WASTEWATER	-510,965.00	-510,965.00	-383,223.78	-42,580.42	0.00	-127,741.22	75.0%
230 38146 FROM WATER	-1,669,465.00	-1,669,465.00	-1,252,098.72	-139,122.08	0.00	-417,366.28	75.0%
230 38910 CASH BALANCE FORWARD	-249,000.00	-249,000.00	0.00	0.00	0.00	-249,000.00	.0%
230 57100 PRINCIPAL	1,440,000.00	1,440,000.00	0.00	0.00	0.00	1,440,000.00	.0%
230 57200 INTEREST	1,314,430.00	1,314,430.00	657,214.80	0.00	0.00	657,215.20	50.0%
230 59990 RESERVE	249,000.00	249,000.00	0.00	0.00	0.00	249,000.00	.0%
TOTAL UTILITY DEBT SERVICE	0.00	0.00	-1,408,607.76	-229,535.84	0.00	1,408,607.76	100.0%
TOTAL REVENUES	-3,003,430.00	-3,003,430.00	-2,065,822.56	-229,535.84	0.00	-937,607.44	
TOTAL EXPENSES	3,003,430.00	3,003,430.00	657,214.80	0.00	0.00	2,346,215.20	
GRAND TOTAL	0.00	0.00	-1,408,607.76	-229,535.84	0.00	1,408,607.76	100.0%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33140 FEDERAL HOMELAND SECURITY	-475,000.00	-475,000.00	0.00	0.00	0.00	-475,000.00	.0%
300 33323 FDOT GRANT	0.00	-841,667.00	0.00	0.00	0.00	-841,667.00	.0%
300 33400 STATE GRANT	-29,900.00	-29,900.00	-8,499.45	743,040.00 Beach	0.00	-21,400.55	28.4%
300 33544 8TH CENT GAS TAX	-107,250.00	-107,250.00	-82,507.61	-9,166.06	0.00	-24,742.39	76.9%
300 33710 COUNTY GRANT	-35,050.00	-35,050.00	-6,862.00	856,960.00 Beach	0.00	-28,188.00	19.6%
300 36110 INTEREST	-2,426.00	-2,426.00	-8,147.64	-1,109.34	0.00	5,721.64	335.8%
300 36800 CAPITAL CONTRIBUTION	0.00	-2,296,333.00	0.00	0.00	0.00	-2,296,333.00	.0%
300 38101 FROM GENERAL FUND	-1,138,959.00	-1,138,959.00	-854,219.25	-94,913.25	0.00	-284,739.75	75.0%
300 38152 FROM UB	-10,700.00	-10,700.00	-8,025.03	-891.67	0.00	-2,674.97	75.0%
300 38410 LOAN PROCEEDS	-427,200.00	-427,200.00	-427,154.28	0.00	0.00	-45.72	100.0%
300 38910 CASH BALANCE FORWARD	-1,030,500.00	-1,030,500.00	0.00	0.00	0.00	-1,030,500.00	.0%
300 38911 CASH BAL FORWARD REST'D	-1,165,300.00	-1,165,300.00	0.00	0.00	0.00	-1,165,300.00	.0%
TOTAL CAPITAL IMPROVEMENT	-4,422,285.00	-7,560,285.00	-1,395,415.26	1,493,919.68	0.00	-6,164,869.74	18.5%
TOTAL REVENUES	-4,422,285.00	-7,560,285.00	-1,395,415.26	1,493,919.68	0.00	-6,164,869.74	
GRAND TOTAL	-4,422,285.00	-7,560,285.00	-1,395,415.26	1,493,919.68	0.00	-6,164,869.74	18.5%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT							
3001000 56410 SOFTWARE	105,900.00	105,900.00	59,932.23	675.00	0.00	45,967.77	56.6%
3001000 57100 PRINCIPAL	668,687.00	668,687.00	228,505.04	0.00	0.00	440,181.96	34.2%
3001000 57200 INTEREST	33,940.00	33,940.00	21,086.81	0.00	0.00	12,853.19	62.1%
3001000 57310 BOND EXPENSE	800.00	800.00	642.50	0.00	0.00	157.50	80.3%
3001000 59990 RESERVE	224,708.00	110,813.00	0.00	0.00	0.00	110,813.00	.0%
TOTAL GENERAL GOVERNMENT	1,034,035.00	920,140.00	310,166.58	675.00	0.00	609,973.42	33.7%
TOTAL EXPENSES	1,034,035.00	920,140.00	310,166.58	675.00	0.00	609,973.42	
3002100 CAP IMP POLICE							
3002100 56300 IMPROVEMENTS	150,000.00	150,000.00	92,950.00	0.00	0.00	57,050.00	62.0%
3002100 56400 EQUIPMENT	225,300.00	225,300.00	225,260.34	0.00	0.00	39.66	100.0%
TOTAL CAP IMP POLICE	375,300.00	375,300.00	318,210.34	0.00	0.00	57,089.66	84.8%
TOTAL EXPENSES	375,300.00	375,300.00	318,210.34	0.00	0.00	57,089.66	
3002200 CAP IMP FIRE							
3002200 56400 MACH/EQUIP	932,200.00	932,200.00	434,417.94	0.00	0.00	497,782.06	46.6%
TOTAL CAP IMP FIRE	932,200.00	932,200.00	434,417.94	0.00	0.00	497,782.06	46.6%
TOTAL EXPENSES	932,200.00	932,200.00	434,417.94	0.00	0.00	497,782.06	

FOR 2018 09

3004100 CAP IMP STREETS

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3004100 CAP IMP STREETS							
3004100 56311 SIDEWALKS-GENL/MISC	79,000.00	79,000.00	51,266.59	0.00	14,999.00	12,734.41	83.9%
3004100 56312 STREET STRIPING	34,750.00	34,750.00	36,634.15	8,984.40	0.00	-1,884.15	105.4%
3004100 56321 STREET RESURFACING/GENERAL	325,000.00	325,000.00	27,399.75	3,185.75	0.00	297,600.25	8.4%
3004100 56367 ALACHUA PROJECT	800,000.00	800,000.00	0.00	0.00	0.00	800,000.00	.0%
3004100 56368 MAIN STREET IMPROVEMENTS	42,000.00	42,000.00	12,662.20	3,163.92	0.00	29,337.80	30.1%
3004100 56400 MACH/EQUIP	150,000.00	263,895.00	262,494.71	0.00	0.00	1,400.29	99.5%
3004100 56500 INFRASTRUCTURE	0.00	3,138,000.00	0.00	0.00	0.00	3,138,000.00	.0%
TOTAL CAP IMP STREETS	1,430,750.00	4,682,645.00	390,457.40	15,334.07	14,999.00	4,277,188.60	8.7%
TOTAL EXPENSES	1,430,750.00	4,682,645.00	390,457.40	15,334.07	14,999.00	4,277,188.60	
3007200 CAP IMP REC							
3007200 56315 DUNE WALKOVERS	200,000.00	200,000.00	247.60	0.00	0.00	199,752.40	.1%
3007200 56327 BEACH MONITORING/REPORTING	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	.0%
3007200 56331 BEACH RENOUR / ENGINEERING	35,000.00	35,000.00	13,914.00	0.00	16,086.00	5,000.00	85.7%
3007200 56332 BEACH RENOURISHMENT	35,000.00	35,000.00	9,612.00	-1,600,000.00 Beach	11,563.25	13,824.75	60.5%
3007200 56365 DOWNTOWN WATERFRONT PARKS	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	.0%
TOTAL CAP IMP REC	425,000.00	425,000.00	23,773.60	-1,600,000.00	27,649.25	373,577.15	12.1%
TOTAL EXPENSES	425,000.00	425,000.00	23,773.60	-1,600,000.00	27,649.25	373,577.15	
3007210 PARKS IMPROVEMENTS							
3007210 56300 IMPROVEMENTS							

FOR 2018 09

3007210 PARKS IMPROVEMENTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	.0%
TOTAL PARKS IMPROVEMENTS	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	.0%
TOTAL EXPENSES	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	
3007220 CAP IMP PECK							
3007220 56300 IMPROVEMENTS	55,000.00	55,000.00	23,449.02	0.00	27,200.00	4,350.98	92.1%
TOTAL CAP IMP PECK	55,000.00	55,000.00	23,449.02	0.00	27,200.00	4,350.98	92.1%
TOTAL EXPENSES	55,000.00	55,000.00	23,449.02	0.00	27,200.00	4,350.98	
3007225 MLK CENTER							
3007225 56300 IMPROVEMENTS	25,000.00	25,000.00	8,277.59	-401.99	9,073.34	7,649.07	69.4%
TOTAL MLK CENTER	25,000.00	25,000.00	8,277.59	-401.99	9,073.34	7,649.07	69.4%
TOTAL EXPENSES	25,000.00	25,000.00	8,277.59	-401.99	9,073.34	7,649.07	
3007400 CAP IMP AQUATICS							
3007400 56300 IMPROVEMENTS	85,000.00	85,000.00	4,314.88	4,085.63	0.00	80,685.12	5.1%
TOTAL CAP IMP AQUATICS	85,000.00	85,000.00	4,314.88	4,085.63	0.00	80,685.12	5.1%
TOTAL EXPENSES	85,000.00	85,000.00	4,314.88	4,085.63	0.00	80,685.12	
GRAND TOTAL	4,422,285.00	7,560,285.00	1,513,067.35	-1,580,307.29	78,921.59	5,968,296.06	21.1%

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

REVENUE < 1,395,415 >

NET <REV> EXPS 117,652

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION							
310 36110 INTEREST	-4,000.00	-4,000.00	-6,663.61	-907.28	0.00	2,663.61	166.6%
TOTAL CAPITAL EXPANSION	-4,000.00	-4,000.00	-6,663.61	-907.28	0.00	2,663.61	166.6%
TOTAL REVENUES	-4,000.00	-4,000.00	-6,663.61	-907.28	0.00	2,663.61	
3101000 CAP EXP ADMIN							
3101000 32410 IMPACT FEES ADMIN	-126,000.00	-126,000.00	-288,109.98	-15,616.80	0.00	162,109.98	228.7%
3101000 38910 CASH BALANCE FORWARD	-571,035.00	-571,035.00	0.00	0.00	0.00	-571,035.00	.0%
TOTAL CAP EXP ADMIN	-697,035.00	-697,035.00	-288,109.98	-15,616.80	0.00	-408,925.02	41.3%
TOTAL REVENUES	-697,035.00	-697,035.00	-288,109.98	-15,616.80	0.00	-408,925.02	
3102100 CAP EXP POLICE							
3102100 32421 IMPACT FEES POLICE	-47,250.00	-47,250.00	-107,345.29	-5,856.30	0.00	60,095.29	227.2%
3102100 38910 CASH BALANCE FORWARD	-98,177.00	-98,177.00	0.00	0.00	0.00	-98,177.00	.0%
TOTAL CAP EXP POLICE	-145,427.00	-145,427.00	-107,345.29	-5,856.30	0.00	-38,081.71	73.8%
TOTAL REVENUES	-145,427.00	-145,427.00	-107,345.29	-5,856.30	0.00	-38,081.71	
3102200 CAP EXP FIRE							
3102200 32422 IMPACT FEES FIRE	-94,500.00	-94,500.00	-211,625.41	-11,361.21	0.00	117,125.41	223.9%

FOR 2018 09

3102200 CAP EXP FIRE

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3102200 38910 CASH BALANCE FORWARD	-361,863.00	-361,863.00	0.00	0.00	0.00	-361,863.00	.0%
TOTAL CAP EXP FIRE	-456,363.00	-456,363.00	-211,625.41	-11,361.21	0.00	-244,737.59	46.4%
TOTAL REVENUES	-456,363.00	-456,363.00	-211,625.41	-11,361.21	0.00	-244,737.59	

3107200 CAP EXP RECREATION

3107200 32470 IMPACT FEES RECREATION	-630,000.00	-630,000.00	-936,721.73	-47,868.60	0.00	306,721.73	148.7%
3107200 38910 CASH BALANCE FORWARD	-1,279,325.00	-1,279,325.00	0.00	0.00	0.00	-1,279,325.00	.0%
TOTAL CAP EXP RECREATION	-1,909,325.00	-1,909,325.00	-936,721.73	-47,868.60	0.00	-972,603.27	49.1%
TOTAL REVENUES	-1,909,325.00	-1,909,325.00	-936,721.73	-47,868.60	0.00	-972,603.27	
GRAND TOTAL	-3,212,150.00	-3,212,150.00	-1,550,466.02	-81,610.19	0.00	-1,661,683.98	48.3%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN							
3101000 56400 MACH/EQUIP	75,000.00	75,000.00	46,205.52	0.00	0.00	28,794.48	61.6%
3101000 56500 INFRASTRUCTURE	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
3101000 59990 RESERVE	523,024.00	523,024.00	0.00	0.00	0.00	523,024.00	.0%
TOTAL CAP EXP ADMIN	698,024.00	698,024.00	46,205.52	0.00	0.00	651,818.48	6.6%
TOTAL EXPENSES	698,024.00	698,024.00	46,205.52	0.00	0.00	651,818.48	
3102100 CAP EXP POLICE							
3102100 56400 MACH/EQUIP	0.00	100,000.00	0.00	0.00	93,414.90	6,585.10	93.4%
3102100 59990 RESERVE	145,597.00	45,597.00	0.00	0.00	0.00	45,597.00	.0%
TOTAL CAP EXP POLICE	145,597.00	145,597.00	0.00	0.00	93,414.90	52,182.10	64.2%
TOTAL EXPENSES	145,597.00	145,597.00	0.00	0.00	93,414.90	52,182.10	
3102200 CAP EXP FIRE							
3102200 59990 RESERVE	456,989.00	456,989.00	0.00	0.00	0.00	456,989.00	.0%
TOTAL CAP EXP FIRE	456,989.00	456,989.00	0.00	0.00	0.00	456,989.00	.0%
TOTAL EXPENSES	456,989.00	456,989.00	0.00	0.00	0.00	456,989.00	
3107200 CAP EXP RECREATION							
3107200 56200 BUILDING	170,000.00	170,000.00	0.00	0.00	111,119.82	58,880.18	65.4%

FOR 2018 09

3107200 CAP EXP RECREATION

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 56300 IMPROVEMENTS	355,000.00	355,000.00	4,163.75	0.00	14,280.00	336,556.25	5.2%
3107200 56400 MACH/EQUIP	50,000.00	50,000.00	48,790.00	0.00	0.00	1,210.00	97.6%
3107200 59990 RESERVE	1,336,540.00	1,336,540.00	0.00	0.00	0.00	1,336,540.00	.0%
TOTAL CAP EXP RECREATION	1,911,540.00	1,911,540.00	52,953.75	0.00	125,399.82	1,733,186.43	9.3%
TOTAL EXPENSES	1,911,540.00	1,911,540.00	52,953.75	0.00	125,399.82	1,733,186.43	
GRAND TOTAL	3,212,150.00	3,212,150.00	99,159.27	0.00	218,814.72	2,894,176.01	9.9%

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

REVENUE <1,550,466>

NET <REV> EXPS <1,451,307>

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 38145 FROM WASTEWATER	-500,000.00	-500,000.00	-375,000.03	-41,666.67	0.00	-124,999.97	75.0%
330 38910 CASH BALANCE FORWARD	-2,988,400.00	-2,988,400.00	0.00	0.00	0.00	-2,988,400.00	.0%
330 59990 RESERVE	3,488,400.00	3,488,400.00	0.00	0.00	0.00	3,488,400.00	.0%
TOTAL WASTEWATER IMPROVEMENT	0.00	0.00	-375,000.03	-41,666.67	0.00	375,000.03	100.0%
TOTAL REVENUES	-3,488,400.00	-3,488,400.00	-375,000.03	-41,666.67	0.00	-3,113,399.97	
TOTAL EXPENSES	3,488,400.00	3,488,400.00	0.00	0.00	0.00	3,488,400.00	
GRAND TOTAL	0.00	0.00	-375,000.03	-41,666.67	0.00	375,000.03	100.0%

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

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 34710 GREEN FEES	-315,135.00	-315,135.00	-201,803.48	-14,916.27	0.00	-113,331.52	64.0%
410 34713 GOLF CARTS	-485,177.00	-485,177.00	-337,685.02	-37,236.29	0.00	-147,491.98	69.6%
410 34714 RANGE FEES	-53,951.00	-53,951.00	-27,274.34	-3,029.11	0.00	-26,676.66	50.6%
410 34715 PRO SHOP SALES	-113,355.00	-113,355.00	-53,005.67	-7,685.55	0.00	-60,349.33	46.8%
410 34716 SNACK BAR SALES	-357,743.00	-357,743.00	-259,508.13	-25,192.95	0.00	-98,234.87	72.5%
410 34718 FACILITY RENTAL	-32,920.00	-32,920.00	0.00	0.00	0.00	-32,920.00	.0%
410 34719 SCHOOL OF GOLF	-6,580.00	-6,580.00	-2,720.00 LY 118,620	-160.00	0.00	-3,860.00	41.3%
410 34733 MEMBERSHIPS	-148,941.00	-148,941.00	-108,385.75	-1,066.00	0.00	-40,555.25	72.8%
410 36420 INSURANCE PROCEEDS	0.00	0.00	-2,836.15	-2,836.15	0.00	2,836.15	100.0%
410 36990 OTHER REVENUE	-7,000.00	-7,000.00	-73,858.73	-4,715.65	0.00	66,858.73	1055.1%
410 36992 GAIN ON SALE OF ASSET	-150,000.00	-150,000.00	-141,600.00	0.00	0.00	-8,400.00	94.4%
410 38101 FROM GENERAL FUND	-220,000.00	-220,000.00	-164,999.97	-18,333.33	0.00	-55,000.03	75.0%
410 38410 LOAN PROCEEDS	-200,000.00	-200,000.00	-200,000.00	0.00	0.00	0.00	100.0%
410 38910 CASH BALANCE FORWARD	625,520.00	625,520.00	0.00	0.00	0.00	625,520.00	.0%
410 52350 OPEB COSTS	785.00	878.00	658.48	73.16	0.00	219.52	75.0%
410 53200 AUDITING	6,975.00	6,975.00	5,231.25	1,695.00	0.00	1,743.75	75.0%
410 53400 CONTRACTUAL	681,647.00	681,554.00	468,655.76	51,640.20	0.00	212,898.24	68.8%
410 54000 TRAINING/TRAVEL	7,492.00	7,492.00	1,122.31	942.97	0.00	6,369.69	15.0%
410 54100 COMM - PHONE/FAX/ALARM	1,440.00	1,440.00	414.30	51.78	0.00	1,025.70	28.8%
410 54101 COMMUNICATIONS-CELLULAR	2,580.00	1,580.00	123.59	-51.78	0.00	1,456.41	7.8%

GOLF

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54103 COMMUNICATIONS-INTERNET	7,840.00	7,840.00	4,717.95	475.69	0.00	3,122.05	60.2%
410 54200 POSTAGE	1,170.00	1,170.00	384.11	79.71	0.00	785.89	32.8%
410 54300 UTILITIES ELECTRIC	62,550.00	62,550.00	50,250.19	4,598.94	0.00	12,299.81	80.3%
410 54310 UTILITIES-WATER & WASTEWATER	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
410 54400 RENTALS/LEASES	0.00	1,000.00	952.39	0.00	0.00	47.61	95.2%
410 54500 INSURANCE	79,622.00	79,622.00	59,667.84	6,627.13	0.00	19,954.16	74.9%
410 54610 R/M BLDG & GROUNDS	5,000.00	74,410.00	38,496.44	162.88	0.00	35,913.56	51.7%
410 54620 R/M EQUIPMENT	28,350.00	28,350.00	31,232.88	5,038.07	0.00	-2,882.88	110.2%
410 54800 PROMOTIONAL	38,660.00	35,160.00	20,867.00	1,706.00	0.00	14,293.00	59.3%
410 55100 OFFICE SUPPLIES	3,120.00	3,120.00	1,067.06	0.00	0.00	2,052.94	34.2%
410 55200 OPERATING SUPPLIES	221,187.00	221,187.00	138,308.30	10,372.74	0.00	82,878.70	62.5%
410 55210 UNIFORMS	5,850.00	5,850.00	4,543.99	582.14	0.00	1,306.01	77.7%
410 55230 GAS/OIL	30,000.00	30,000.00	22,498.36	2,515.07	0.00	7,501.64	75.0%
410 55400 BOOKS/SUBS/DUES	5,291.00	5,291.00	1,870.24	0.00	0.00	3,420.76	35.3%
410 55545 PRO SHOP COST OF SALES	57,957.00	57,957.00	30,738.07	4,880.01	0.00	27,218.93	53.0%
410 55550 F&B COST OF SALES	162,028.00	162,028.00	118,786.23	13,561.16	0.00	43,241.77	73.3%
410 55555 F&B PERSONNEL COSTS	125,817.00	125,817.00	78,017.77	8,703.39	0.00	47,799.23	62.0%
410 56200 BUILDING	0.00	0.00	35,685.98	0.00	0.00	-35,685.98	100.0%
410 56300 IMPROVEMENTS	25,000.00	75,000.00	0.00	0.00	0.00	75,000.00	.0%
410 56400 MACH/EQUIP	450,000.00	400,000.00	337,786.80	0.00	61,380.00	833.20	99.8%
410 57100 PRINCIPAL	106,522.00	106,522.00	0.00	0.00	0.00	106,522.00	.0%
410 57200 INTEREST	6,170.00	9,670.00	7,088.44	525.65	0.00	2,581.56	73.3%

GOLF

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 59900 CONTINGENCY	-663,771.00	0.00	0.00	0.00	0.00	0.00	.0%
410 59990 RESERVE	0.00	-733,181.00	0.00	0.00	0.00	-733,181.00	.0%
TOTAL GOLF	0.00	0.00	-114,511.51	-991.39	61,380.00	53,131.51	100.0%
TOTAL REVENUES	-1,465,282.00	-1,465,282.00	-1,573,677.24	-115,171.30	0.00	108,395.24	
TOTAL EXPENSES	1,465,282.00	1,465,282.00	1,459,165.73	114,179.91	61,380.00	-55,263.73	
GRAND TOTAL	0.00	0.00	-114,511.51	-991.39	61,380.00	53,131.51	100.0%

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	BUDGET	JUNE YTD
PRO SHOP SALES	113,355	53,006
COST OF GOODS SOLD	57,957	30,738
TT $	55,398	22,268
% OF COST	95.6%	72.4%
F+B SALES	357,743	259,508
COST OF GOODS SOLD	287,845	196,804
TT $	69,898	62,704
% OF COST	24.3%	31.9%

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220 FAA GRANT	-350,000.00	-485,000.00	-320,719.50	0.00	0.00	-164,280.50	66.1%
420 33323 FDOT GRANT	-1,625,000.00	-1,625,000.00	-747,238.08	0.00	0.00	-877,761.92	46.0%
420 33440 OTHER GRANT	-470,000.00	-470,000.00	-306,364.18	0.00	0.00	-163,635.82	65.2%
420 34970 FUEL SALES	-35,000.00	-35,000.00	-24,507.70	-2,378.96	0.00	-10,492.30	70.0%
420 34971 LEASE PAYMENTS-LAND LEASE	-37,240.00	-37,240.00	-39,298.41	-4,596.06	0.00	2,058.41	105.5%
420 34973 LAND LEASE- AMELIA RIVER	-199,500.00	-199,500.00	-149,544.11	-18,782.85	0.00	-49,955.89	75.0%
420 34974 LAND LEASE PAYMENTS-NON TAXABL	-33,295.00	-33,295.00	-25,038.10	-2,781.51	0.00	-8,256.90	75.2%
420 34975 RENT/LEASE PAYMENTS	-306,503.00	-306,503.00	-203,622.05	-23,280.50	0.00	-102,880.95	66.4%
420 36420 INSURANCE PROCEEDS	0.00	0.00	-133,633.23	-2,178.70	0.00	133,633.23	100.0%
420 36800 CAPITAL CONTRIBUTION	0.00	0.00	-10,101.00	0.00	0.00	10,101.00	100.0%
420 36990 OTHER REVENUE	-90,000.00	-90,000.00	-48,020.83	-2,915.00	0.00	-41,979.17	53.4%
420 36995 LATE FEES	0.00	0.00	-2,170.45	-405.63	0.00	2,170.45	100.0%
420 38410 LOAN PROCEEDS	-1,000,000.00	-1,000,000.00	-1,000,000.00	0.00	0.00	0.00	100.0%
420 38910 CASH BALANCE FORWARD	-1,020,700.00	-1,020,700.00	0.00	0.00	0.00	-1,020,700.00	.0%
420 51200 SALARIES	119,340.00	119,340.00	84,740.40	9,039.20	0.00	34,599.60	71.0%
420 52100 FICA	9,130.00	9,130.00	6,022.15	623.50	0.00	3,107.85	66.0%
420 52200 RETIREMENT	40,600.00	40,600.00	30,449.97	3,383.33	0.00	10,150.03	75.0%
420 52300 HEALTH INSUR	18,448.00	28,298.00	21,210.08	2,357.24	0.00	7,087.92	75.0%
420 52301 LIFE INSUR	743.00	743.00	445.05	49.45	0.00	297.95	59.9%
420 52350 OPEB COSTS	785.00	1,756.00	1,307.99	143.33	0.00	448.01	74.5%

AIRPORT

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 52400	WORKERS' COMP						
	2,067.00	2,067.00	1,550.25	172.25	0.00	516.75	75.0%
420 53100	PROFESSIONAL SERVICES						
	40,000.00	35,000.00	18,359.39	11,275.00	3,465.61	13,175.00	62.4%
420 53200	AUDITING						
	6,795.00	6,795.00	5,096.25	566.25	0.00	1,698.75	75.0%
420 53400	CONTRACTUAL						
	53,535.00	59,935.00	34,567.35	1,828.23	835.71	24,531.94	59.1%
420 53910	HOUSING ALLOWANCE						
	2,000.00	2,000.00	2,000.00	0.00	0.00	0.00	100.0%
420 54000	TRAINING/TRAVEL						
	3,000.00	2,250.00	445.00	0.00	0.00	1,805.00	19.8%
420 54100	COMM - PHONE/FAX/ALARM						
	1,922.00	1,922.00	677.13	86.30	0.00	1,244.87	35.2%
420 54101	COMMUNICATIONS-CELLULAR						
	2,000.00	2,000.00	991.49	0.00	0.00	1,008.51	49.6%
420 54103	COMMUNICATIONS-INTERNET						
	5,750.00	4,779.00	1,484.00	185.50	0.00	3,295.00	31.1%
420 54200	POSTAGE						
	100.00	100.00	43.90	0.00	0.00	56.10	43.9%
420 54300	UTILITIES ELECTRIC						
	20,000.00	20,000.00	13,568.52	1,852.55	0.00	6,431.48	67.8%
420 54310	UTILITIES-WATER & WASTEWATER						
	11,000.00	11,000.00	6,964.31	883.83	0.00	4,035.69	63.3%
420 54500	INSURANCE						
	47,928.00	47,928.00	35,946.00	3,994.00	0.00	11,982.00	75.0%
420 54610	R/M BLDG & GROUNDS						
	78,000.00	279,850.00	255,467.41	136.76	11,003.21	13,379.38	95.2%
420 54620	R/M EQUIPMENT						
	1,500.00	1,500.00	1,286.13	548.15	0.00	213.87	85.7%
420 54630	R/M VEHICLES-LABOR						
	3,500.00	3,500.00	2,446.25	0.00	0.00	1,053.75	69.9%
420 54640	R/M VEHICLES-PARTS						
	3,500.00	5,500.00	4,412.46	421.75	0.00	1,087.54	80.2%
420 54700	PRINTING						
	2,500.00	975.00	106.60	106.60	0.00	868.40	10.9%
420 54800	PROMOTIONAL						
	1,500.00	875.00	0.00	0.00	0.00	875.00	.0%
420 54910	BILLING COSTS						
	7,000.00	7,000.00	5,250.06	583.34	0.00	1,749.94	75.0%
420 55100	OFFICE SUPPLIES						
	300.00	300.00	0.00	0.00	0.00	300.00	.0%
420 55200	OPERATING SUPPLIES						
	4,810.00	4,810.00	1,209.16	0.00	0.00	3,600.84	25.1%

AIRPORT

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 55210 UNIFORMS	300.00	300.00	22.00	0.00	0.00	278.00	7.3%
420 55230 GAS/OIL	8,500.00	8,500.00	4,301.34	394.33	0.00	4,198.66	50.6%
420 55400 BOOKS/SUBS/DUES	725.00	725.00	655.00	50.00	0.00	70.00	90.3%
420 56200 BUILDING	3,845,000.00	4,280,000.00	3,223,758.65	412,590.33	1,017,699.35	38,542.00	99.1%
420 56300 IMPROVEMENTS	225,000.00	230,150.00	123.80	0.00	0.00	230,026.20	.1%
420 56401 EQUIP-NON CAPITAL	5,500.00	6,000.00	4,828.50	0.00	0.00	1,171.50	80.5%
420 57100 PRINCIPAL	198,000.00	198,000.00	0.00	0.00	0.00	198,000.00	.0%
420 57200 INTEREST	52,266.00	46,866.00	15,143.45	0.00	0.00	31,722.55	32.3%
420 57300 FINANCING COSTS	36,000.00	41,400.00	39,972.05	0.00	0.00	1,427.95	96.6%
420 59900 CONTINGENCY	308,194.00	0.00	0.00	0.00	0.00	0.00	.0%
420 59990 RESERVE	0.00	-209,656.00	0.00	0.00	0.00	-209,656.00	.0%
TOTAL AIRPORT	0.00	0.00	814,594.45	393,952.01	1,033,003.88	-1,847,598.33	100.0%
TOTAL REVENUES	-5,167,238.00	-5,302,238.00	-3,010,257.64	-57,319.21	0.00	-2,291,980.36	
TOTAL EXPENSES	5,167,238.00	5,302,238.00	3,824,852.09	451,271.22	1,033,003.88	444,382.03	
GRAND TOTAL	0.00	0.00	814,594.45	393,952.01	1,033,003.88	-1,847,598.33	100.0%

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

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 34340 GARBAGE FEES	-2,370,000.00	-2,370,000.00	-1,792,207.39	-197,611.25	0.00	-577,792.61	75.6%
440 36110 INTEREST	0.00	0.00	-1,229.41	-167.39	0.00	1,229.41	100.0%
440 36990 OTHER REVENUE	-10,000.00	-10,000.00	-12,613.12	0.00	0.00	2,613.12	126.1%
440 38910 CASH BALANCE FORWARD	-83,500.00	-83,500.00	0.00	0.00	0.00	-83,500.00	.0%
440 53200 AUDITING	6,795.00	6,795.00	5,096.25	566.25	0.00	1,698.75	75.0%
440 53400 CONTRACTUAL	90,000.00	90,000.00	73,650.99	27,604.23	0.00	16,349.01	81.8%
440 53440 SANITATION SERVICES EXPENSE	2,154,330.00	2,154,330.00	1,633,148.83	185,171.51	0.00	521,181.17	75.8%
440 53444 RECYCLING SERVICES	13,500.00	13,500.00	10,125.00	1,125.00	0.00	3,375.00	75.0%
440 54910 BILLING COSTS	88,000.00	88,000.00	66,000.06	7,333.34	0.00	21,999.94	75.0%
440 55200 OPERATING SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	.0%
440 55230 GAS/OIL	5,000.00	5,000.00	2,007.55	249.56	0.00	2,992.45	40.2%
440 55644 NON PROFIT KNB	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
440 59100 TRANSFER TO GENERAL FUND	36,000.00	36,000.00	27,000.00	3,000.00	0.00	9,000.00	75.0%
440 59900 CONTINGENCY	68,375.00	0.00	0.00	0.00	0.00	0.00	.0%
440 59990 RESERVE	0.00	68,375.00	0.00	0.00	0.00	68,375.00	.0%
TOTAL SANITATION	0.00	0.00	10,978.76	27,271.25	0.00	-10,978.76	100.0%
TOTAL REVENUES	-2,463,500.00	-2,463,500.00	-1,806,049.92	-197,778.64	0.00	-657,450.08	
TOTAL EXPENSES	2,463,500.00	2,463,500.00	1,817,028.68	225,049.89	0.00	646,471.32	
GRAND TOTAL	0.00	0.00	10,978.76	27,271.25	0.00	-10,978.76	100.0%

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

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
450 33120 FEMA GRANT	0.00	-7,894.00	-14,377.00	0.00	0.00	6,483.00	182.1%
450 33420 FEMA STATE	0.00	-1,315.00	-2,395.00	0.00	0.00	1,080.00	182.1%
450 34345 WASTEWATER CHARGES	-5,821,017.00	-5,821,017.00	-4,285,468.90 LY 4,252,751	-484,586.56	0.00	-1,535,548.10	73.6%
450 34530 SEPTIC DUMPING	-30,000.00	-30,000.00	-22,368.80	-1,987.20	0.00	-7,631.20	74.6%
450 34535 WASTEWATER TAP FEES	-4,000.00	-4,000.00	-34,937.53	-3,020.84	0.00	30,937.53	873.4%
450 34910 WASTEWATER MISCELLANEOUS FEES	-15,000.00	-15,000.00	-4,325.00	0.00	0.00	-10,675.00	28.8%
450 36110 INTEREST	-15,427.00	-15,427.00	-22,318.93	-3,016.02	0.00	6,891.93	144.7%
450 36992 GAIN ON SALE OF ASSET	0.00	0.00	-17,400.00	0.00	0.00	17,400.00	100.0%
450 38910 CASH BALANCE FORWARD	-4,933,779.00	-4,933,779.00	0.00	0.00	0.00	-4,933,779.00	.0%
450 51200 SALARIES	566,520.00	566,520.00	399,264.81	41,778.75	0.00	167,255.19	70.5%
450 51350 PART-TIME	30,617.00	30,617.00	12,741.31	1,354.67	0.00	17,875.69	41.6%
450 51400 OVERTIME	90,000.00	97,113.00	59,177.84	7,139.36	0.00	37,935.16	60.9%
450 52100 FICA	52,566.00	52,566.00	33,124.94	3,532.15	0.00	19,441.06	63.0%
450 52200 RETIREMENT	193,060.00	195,156.00	145,842.97	16,088.33	0.00	49,313.03	74.7%
450 52300 HEALTH INSUR	168,176.00	168,176.00	120,592.33	13,517.08	0.00	47,583.67	71.7%
450 52301 LIFE INSUR	2,967.00	2,967.00	2,075.80	232.85	0.00	891.20	70.0%
450 52350 OPEB COSTS	18,861.00	18,861.00	11,516.26	1,278.42	0.00	7,344.74	61.1%
450 52400 WORKERS' COMP	15,932.00	15,932.00	11,949.03	1,327.67	0.00	3,982.97	75.0%
450 53200 AUDITING	14,345.00	14,345.00	10,758.78	1,195.42	0.00	3,586.22	75.0%
450 53400 CONTRACTUAL	250,128.00	249,128.00	159,300.44	31,569.79	775.00	89,052.56	64.3%

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54000 TRAINING/TRAVEL	13,875.00	13,875.00	6,559.05	114.00	0.00	7,315.95	47.3%
450 54100 COMM - PHONE/FAX/ALARM	2,700.00	2,700.00	1,479.82	69.04	0.00	1,220.18	54.8%
450 54101 COMMUNICATIONS-CELLULAR	2,400.00	2,400.00	1,758.96	190.18	0.00	641.04	73.3%
450 54103 COMMUNICATIONS-INTERNET	3,335.00	3,335.00	2,538.20	277.60	0.00	796.80	76.1%
450 54200 POSTAGE	500.00	1,500.00	603.24	46.04	0.00	896.76	40.2%
450 54300 UTILITIES ELECTRIC	170,000.00	170,000.00	135,138.08	15,806.20	0.00	34,861.92	79.5%
450 54310 UTILITIES-WATER & WASTEWATER	31,287.00	31,287.00	12,471.98	342.57	0.00	18,815.02	39.9%
450 54320 UTILITIES-PROPANE/OTHER	7,800.00	7,800.00	69.75	0.00	0.00	7,730.25	.9%
450 54500 INSURANCE	80,793.00	80,793.00	60,594.75	6,732.75	0.00	20,198.25	75.0%
450 54610 R/M BLDG & GROUNDS	40,000.00	40,000.00	4,792.24	0.00	0.00	35,207.76	12.0%
450 54620 R/M EQUIPMENT	110,000.00	110,000.00	88,973.31	4,245.48	15,970.80	5,055.89	95.4%
450 54630 R/M VEHICLES-LABOR	20,000.00	20,000.00	14,663.50	1,541.25	0.00	5,336.50	73.3%
450 54640 R/M VEHICLES-PARTS	40,000.00	40,000.00	29,495.47	4,262.90	0.00	10,504.53	73.7%
450 54910 BILLING COSTS	167,500.00	167,500.00	125,625.06	13,958.34	0.00	41,874.94	75.0%
450 54920 UTILITY ADMIN COSTS	130,000.00	130,000.00	97,499.97	10,833.33	0.00	32,500.03	75.0%
450 55100 OFFICE SUPPLIES	2,250.00	2,250.00	45.90	0.00	0.00	2,204.10	2.0%
450 55200 OPERATING SUPPLIES	175,470.00	175,470.00	92,528.76	13,232.03	0.00	82,941.24	52.7%
450 55210 UNIFORMS	5,575.00	5,575.00	2,502.55	43.84	0.00	3,072.45	44.9%
450 55220 JANITORIAL SUPPLIES	1,500.00	1,500.00	908.07	0.00	0.00	591.93	60.5%
450 55230 GAS/OIL	35,000.00	35,000.00	21,623.08	1,696.07	0.00	13,376.92	61.8%
450 55240 CHEMICALS	46,000.00	46,000.00	34,937.00	3,541.00	0.00	11,063.00	76.0%
450 55300 ROAD MATERIALS	8,000.00	8,000.00	4,341.68	0.00	0.00	3,658.32	54.3%

WASTEWATER

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 55400 BOOKS/SUBS/DUES	1,900.00	1,900.00	460.50	240.00	0.00	1,439.50	24.2%
450 56300 IMPROVEMENTS	590,000.00	590,000.00	256,272.71	6,885.22	37,421.60	296,305.69	49.8%
450 56400 MACH/EQUIP	387,500.00	387,500.00	133,202.70	0.00	151,682.00	102,615.30	73.5%
450 56401 EQUIP-NON CAPITAL	24,000.00	24,000.00	4,360.00	0.00	0.00	19,640.00	18.2%
450 59100 TRANSFER TO GENERAL FUND	360,000.00	360,000.00	270,000.00	30,000.00	0.00	90,000.00	75.0%
450 59230 TRANSFER TO UTIL ACQ DS	510,965.00	510,965.00	383,223.78	42,580.42	0.00	127,741.22	75.0%
450 59330 TRANSFER TO WW CAPITAL	500,000.00	500,000.00	375,000.03	41,666.67	0.00	124,999.97	75.0%
450 59460 TRANSFER TO WATER FUND	600,000.00	600,000.00	450,000.00	50,000.00	0.00	150,000.00	75.0%
450 59900 CONTINGENCY	5,347,701.00	0.00	0.00	0.00	0.00	0.00	.0%
450 59990 RESERVE	0.00	5,347,701.00	0.00	0.00	0.00	5,347,701.00	.0%
TOTAL WASTEWATER	0.00	0.00	-825,576.51	-125,291.20	205,849.40	619,727.11	100.0%
TOTAL REVENUES	-10,819,223.00	-10,828,432.00	-4,403,591.16	-492,610.62	0.00	-6,424,840.84	
TOTAL EXPENSES	10,819,223.00	10,828,432.00	3,578,014.65	367,319.42	205,849.40	7,044,567.95	
GRAND TOTAL	0.00	0.00	-825,576.51	-125,291.20	205,849.40	619,727.11	100.0%

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

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
460 33120 FEMA GRANT	0.00	-8,906.00	-13,486.00	0.00	0.00	4,580.00	151.4%
460 33420 FEMA STATE	0.00	-1,484.00	-2,247.00	0.00	0.00	763.00	151.4%
460 34346 WATER CHARGES	-3,990,521.00	-3,990,521.00	-2,981,628.71 LY 3,020,098	-352,631.53	0.00	-1,008,892.29	74.7%
460 34610 WATER TAP CHARGES	-87,500.00	-87,500.00	-66,809.03	-3,000.00	0.00	-20,690.97	76.4%
460 34620 WATER METER INSTALLATION FEES	-18,750.00	-18,750.00	-27,034.42	-3,350.17	0.00	8,284.42	144.2%
460 34621 WATER NONPAY RECONNECT FEE	-60,000.00	-60,000.00	-43,567.54	-3,607.50	0.00	-16,432.46	72.6%
460 34634 WATER OVERPAYMENT	0.00	0.00	19.14	0.00	0.00	-19.14	100.0%
460 34910 MISCELLANEOUS FEES	-15,000.00	-15,000.00	-9,620.00	-600.00	0.00	-5,380.00	64.1%
460 36110 INTEREST	-2,800.00	-2,800.00	0.00	0.00	0.00	-2,800.00	.0%
460 36323 EXTENSION CHARGES	-8,400.00	-8,400.00	-4,733.18	-500.00	0.00	-3,666.82	56.3%
460 36995 LATE FEES	-16,000.00	-16,000.00	-12,402.35	-1,386.25	0.00	-3,597.65	77.5%
460 38145 FROM WASTEWATER	-600,000.00	-600,000.00	-450,000.00	-50,000.00	0.00	-150,000.00	75.0%
460 38910 CASH BALANCE FORWARD	-3,242,441.00	-3,242,441.00	0.00	0.00	0.00	-3,242,441.00	.0%
460 38912 RESERVE - R & R FUND	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
460 51200 SALARIES	544,069.00	544,069.00	351,691.60	32,686.99	0.00	192,377.40	64.6%
460 51400 OVERTIME	95,000.00	102,637.00	63,803.97	6,588.49	0.00	38,833.03	62.2%
460 52100 FICA	48,889.00	49,473.00	31,120.23	2,938.06	0.00	18,352.77	62.9%
460 52200 RETIREMENT	205,788.00	207,957.00	155,425.50	17,149.00	0.00	52,531.50	74.7%
460 52300 HEALTH INSUR	125,150.00	125,150.00	76,257.77	7,028.86	0.00	48,892.23	60.9%
460 52301 LIFE INSUR	2,926.00	2,926.00	1,835.32	167.91	0.00	1,090.68	62.7%

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52350 OPEB COSTS	26,198.00	26,198.00	10,862.26	1,206.92	0.00	15,335.74	41.5%
460 52400 WORKERS' COMP	18,304.00	18,304.00	13,727.97	1,525.33	0.00	4,576.03	75.0%
460 53200 AUDITING	9,815.00	9,815.00	7,361.28	817.92	0.00	2,453.72	75.0%
460 53400 CONTRACTUAL	175,046.00	175,046.00	60,176.64	21,495.09	6,796.00	108,073.36	38.3%
460 54000 TRAINING/TRAVEL	11,920.00	11,920.00	3,149.50	1,202.00	0.00	8,770.50	26.4%
460 54100 COMM - PHONE/FAX/ALARM	1,700.00	1,700.00	1,510.50	89.80	0.00	189.50	88.9%
460 54101 COMMUNICATIONS-CELLULAR	3,500.00	3,500.00	3,251.11	405.11	0.00	248.89	92.9%
460 54103 COMMUNICATIONS-INTERNET	5,250.00	5,250.00	2,321.22	263.81	0.00	2,928.78	44.2%
460 54200 POSTAGE	1,825.00	1,825.00	687.81	15.00	0.00	1,137.19	37.7%
460 54300 UTILITIES ELECTRIC	200,000.00	200,000.00	161,379.77	20,874.12	0.00	38,620.23	80.7%
460 54310 UTILITIES-WATER & WASTEWATER	2,060.00	2,060.00	561.44	70.18	0.00	1,498.56	27.3%
460 54320 UTILITIES-PROPANE/OTHER	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
460 54440 LAND RENT	12,436.00	12,549.00	9,411.75	1,045.75	0.00	3,137.25	75.0%
460 54500 INSURANCE	34,234.00	34,234.00	25,675.47	2,852.83	0.00	8,558.53	75.0%
460 54610 R/M BLDG & GROUNDS	3,000.00	3,000.00	3,446.27	0.00	0.00	-446.27	114.9%
460 54620 R/M EQUIPMENT	280,000.00	280,000.00	37,661.85	25,333.86	2,153.90	240,184.25	14.2%
460 54630 R/M VEHICLES-LABOR	15,000.00	15,000.00	7,575.00	2,585.00	0.00	7,425.00	50.5%
460 54640 R/M VEHICLES-PARTS	30,000.00	30,000.00	13,216.81	6,782.70	0.00	16,783.19	44.1%
460 54800 PROMOTIONAL	4,000.00	4,000.00	3,957.05	0.00	0.00	42.95	98.9%
460 54910 BILLING COSTS	167,500.00	167,500.00	125,625.06	13,958.34	0.00	41,874.94	75.0%
460 54920 UTILITY ADMIN COSTS	130,000.00	130,000.00	97,499.97	10,833.33	0.00	32,500.03	75.0%
460 55100 OFFICE SUPPLIES	500.00	500.00	21.39	0.00	0.00	478.61	4.3%

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55200 OPERATING SUPPLIES	212,770.00	212,657.00	134,523.47	11,974.78	9,501.60	68,631.93	67.7%
460 55210 UNIFORMS	4,875.00	4,875.00	2,391.44	150.00	0.00	2,483.56	49.1%
460 55220 JANITORIAL SUPPLIES	250.00	250.00	201.35	0.00	0.00	48.65	80.5%
460 55230 GAS/OIL	35,000.00	35,000.00	23,847.81	3,285.15	0.00	11,152.19	68.1%
460 55240 CHEMICALS	25,000.00	25,000.00	10,850.00	0.00	0.00	14,150.00	43.4%
460 55300 ROAD MATERIALS	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	.0%
460 55400 BOOKS/SUBS/DUES	5,190.00	5,190.00	998.00	0.00	0.00	4,192.00	19.2%
460 56300 IMPROVEMENTS	416,000.00	416,000.00	197,401.21	0.00	10,937.62	207,661.17	50.1%
460 56400 MACH/EQUIP	140,000.00	140,000.00	113,467.00	0.00	0.00	26,533.00	81.0%
460 56401 EQUIP-NON CAPITAL	18,500.00	18,500.00	6,259.99	1,899.99	0.00	12,240.01	33.8%
460 59100 TRANSFER TO GENERAL FUND	180,000.00	180,000.00	135,000.00	15,000.00	0.00	45,000.00	75.0%
460 59230 TRANSFER TO UTIL ACQ DS	1,669,465.00	1,669,465.00	1,252,098.72	139,122.08	0.00	417,366.28	75.0%
460 59900 CONTINGENCY	3,168,252.00	0.00	0.00	0.00	0.00	0.00	.0%
460 59910 CONTINGENCY R & R	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990 RESERVE	0.00	3,168,252.00	0.00	0.00	0.00	3,168,252.00	.0%
TOTAL WATER	0.00	0.00	-465,255.59	-65,727.05	29,389.12	435,866.47	100.0%
TOTAL REVENUES	-8,241,412.00	-8,251,802.00	-3,611,509.09	-415,075.45	0.00	-4,640,292.91	
TOTAL EXPENSES	8,241,412.00	8,251,802.00	3,146,253.50	349,348.40	29,389.12	5,076,159.38	
GRAND TOTAL	0.00	0.00	-465,255.59	-65,727.05	29,389.12	435,866.47	100.0%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33120 FEMA FED GRANT	0.00	-639.00	-639.00	0.00	0.00	0.00	100.0%
470 33400 STATE GRANT	-500,000.00	-500,000.00	0.00	0.00	0.00	-500,000.00	.0%
470 33420 FEMA STATE	0.00	-106.00	-106.00	0.00	0.00	0.00	100.0%
470 33700 SJRWMD GRANT	-251,283.00	-251,283.00	-32,262.30	0.00	0.00	-219,020.70	12.8%
470 34347 WATER DRAINAGE FEES	-779,328.00	-779,328.00	-632,498.56	L4 207,900 -70,372.68	0.00	-146,829.44	81.2%
470 38101 FROM GENERAL FUND	-21,515.00	-21,515.00	-16,136.28	-1,792.92	0.00	-5,378.72	75.0%
470 38910 CASH BALANCE FORWARD	-191,500.00	-191,500.00	0.00	0.00	0.00	-191,500.00	.0%
470 51200 SALARIES	207,809.00	207,809.00	124,724.79	14,702.01	0.00	83,084.21	60.0%
470 51400 OVERTIME	5,000.00	5,000.00	3,752.57	554.52	0.00	1,247.43	75.1%
470 52100 FICA	16,280.00	16,280.00	9,523.33	1,095.47	0.00	6,756.67	58.5%
470 52200 RETIREMENT	69,642.00	69,642.00	52,231.50	5,803.50	0.00	17,410.50	75.0%
470 52300 HEALTH INSUR	55,690.00	53,496.00	31,186.09	3,724.62	0.00	22,309.91	58.3%
470 52301 LIFE INSUR	1,192.00	1,192.00	658.78	76.23	0.00	533.22	55.3%
470 52350 OPEB COSTS	0.00	2,194.00	1,645.49	182.83	0.00	548.51	75.0%
470 52400 WORKERS' COMP	6,221.00	6,221.00	4,665.78	518.42	0.00	1,555.22	75.0%
470 53100 PROFESSIONAL SERVICES	5,000.00	7,840.00	5,580.15	0.00	1,500.00	759.85	90.3%
470 53200 AUDITING	6,040.00	6,040.00	4,529.97	503.33	0.00	1,510.03	75.0%
470 53400 CONTRACTUAL	33,475.00	52,720.00	26,197.66	2,432.70	0.00	26,522.34	49.7%
470 54000 TRAINING/TRAVEL	1,772.00	1,892.00	1,568.90	0.00	0.00	323.10	82.9%
470 54100 COMM - PHONE/FAX/ALARM	216.00	216.00	0.00	0.00	0.00	216.00	.0%

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54101	COMMUNICATIONS-CELLULAR						
	2,000.00	2,000.00	1,452.42	0.00	0.00	547.58	72.6%
470 54103	COMMUNICATIONS-INTERNET						
	1,635.00	1,635.00	0.00	0.00	0.00	1,635.00	.0%
470 54300	UTILITIES ELECTRIC						
	3,900.00	1,900.00	823.22	80.47	0.00	1,076.78	43.3%
470 54310	UTILITIES-WATER & WASTEWATER						
	0.00	500.00	0.00	0.00	0.00	500.00	.0%
470 54500	INSURANCE						
	959.00	959.00	719.28	79.92	0.00	239.72	75.0%
470 54610	R/M BLDG & GROUNDS						
	2,500.00	2,500.00	255.00	0.00	0.00	2,245.00	10.2%
470 54620	R/M EQUIPMENT						
	5,000.00	3,380.00	0.00	0.00	0.00	3,380.00	.0%
470 54630	R/M VEHICLES-LABOR						
	12,000.00	11,500.00	3,596.50	162.50	0.00	7,903.50	31.3%
470 54640	R/M VEHICLES-PARTS						
	15,000.00	15,000.00	7,844.66	17.79	0.00	7,155.34	52.3%
470 54700	PRINTING						
	500.00	500.00	18.60	0.00	0.00	481.40	3.7%
470 54800	PROMOTIONAL						
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 54910	BILLING COSTS						
	33,500.00	33,500.00	25,125.03	2,791.67	0.00	8,374.97	75.0%
470 55100	OFFICE SUPPLIES						
	2,245.00	745.00	292.50	0.00	0.00	452.50	39.3%
470 55200	OPERATING SUPPLIES						
	17,560.00	29,560.00	24,406.02	4,764.87	0.00	5,153.98	82.6%
470 55210	UNIFORMS						
	2,375.00	2,375.00	1,068.60	258.05	0.00	1,306.40	45.0%
470 55230	GAS/OIL						
	15,000.00	15,000.00	7,551.42	2,522.90	0.00	7,448.58	50.3%
470 55400	BOOKS/SUBS/DUES						
	750.00	910.00	892.00	0.00	0.00	18.00	98.0%
470 56200	BUILDING						
	100,000.00	100,000.00	31,168.64	1,594.53	13,831.82	54,999.54	45.0%
470 56300	IMPROVEMENTS						
	816,283.00	833,902.00	31,476.69	5,897.48	62,858.61	739,566.70	11.3%
470 56400	MACH/EQUIP						
	110,000.00	111,881.00	5,133.50	0.00	106,747.00	0.50	100.0%
470 57100	PRINCIPAL						
	41,637.00	41,637.00	41,637.34	0.00	0.00	-0.34	100.0%
470 57200	INTEREST						
	1,393.00	1,393.00	1,331.24	0.00	0.00	61.76	95.6%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 59900 CONTINGENCY	149,552.00	0.00	0.00	0.00	0.00	0.00	.0%
470 59990 RESERVE	0.00	101,552.00	0.00	0.00	0.00	101,552.00	.0%
TOTAL STORMWATER	0.00	0.00	-230,584.47	-24,401.79	184,937.43	45,647.04	100.0%
TOTAL REVENUES	-1,743,626.00	-1,744,371.00	-681,642.14	-72,165.60	0.00	-1,062,728.86	
TOTAL EXPENSES	1,743,626.00	1,744,371.00	451,057.67	47,763.81	184,937.43	1,108,375.90	
GRAND TOTAL	0.00	0.00	-230,584.47	-24,401.79	184,937.43	45,647.04	100.0%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33120 FEMA GRANT	-4,068,750.00	-4,068,750.00	-562.00	0.00	0.00	-4,068,188.00	.0%
480 33400 STATE GRANT	-264,000.00	-264,000.00	-105,013.82	0.00	0.00	-158,986.18	39.8%
480 33420 FEMA STATE	0.00	0.00	-94.00	0.00	0.00	94.00	100.0%
480 34750 SLIP RENTALS - PERMANENT	-240,000.00	-240,000.00	-140,705.50	-14,286.50	0.00	-99,294.50	58.6%
480 34755 SLIP RENTALS - TRANSIENT	-125,000.00	-125,000.00	-44,492.13	-5,334.50	0.00	-80,507.87	35.6%
480 34757 SLIP RENTALS - NON-TAXABLE	-1,500.00	-1,500.00	-300.00	0.00	0.00	-1,200.00	20.0%
480 34760 BUSINESS RENTALS	-26,250.00	-26,250.00	-19,064.83	-2,064.53	0.00	-7,185.17	72.6%
480 34762 MOORINGS-TAXABLE	-18,000.00	-18,000.00	-25,364.00	-1,975.00	0.00	7,364.00	140.9%
480 34766 SERVICES-NON TAXABLE	-250.00	-250.00	-252.00	-16.00	0.00	2.00	100.8%
480 34767 SERVICES-TAXABLE	-1,200.00	-1,200.00	-1,327.08	-112.15	0.00	127.08	110.6%
480 34770 FUEL-DIESEL	-750,000.00	-750,000.00	0.00	0.00	0.00	-750,000.00	.0%
480 34771 FUEL-GAS	-150,000.00	-150,000.00	0.00	0.00	0.00	-150,000.00	.0%
480 34773 FUEL-DIESEL NON-TAXABLE	-2,500.00	-2,500.00	0.00	0.00	0.00	-2,500.00	.0%
480 34775 FUEL-DISCOUNTS DIESEL	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	.0%
480 34776 FUEL-DISCOUNTS GAS	700.00	700.00	0.00	0.00	0.00	700.00	.0%
480 36215 NON-TAXABLE RENT	-11,450.00	-11,450.00	-6,259.76	-782.47	0.00	-5,190.24	54.7%
480 36990 OTHER REVENUE	-500.00	-500.00	-494.33	-27.36	0.00	-5.67	98.9%
480 36992 GAIN ON SALE OF ASSET	-1,200,000.00	-1,200,000.00	0.00	0.00	0.00	-1,200,000.00	.0%
480 38101 FROM GENERAL FUND	-300,000.00	-300,000.00	-225,000.00	-25,000.00	0.00	-75,000.00	75.0%
480 38410 LOAN PROCEEDS	-2,400,000.00	-2,400,000.00	0.00	0.00	0.00	-2,400,000.00	.0%

MARINA

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 38910	CASH BALANCE FORWARD						
	150,450.00	150,450.00	0.00	0.00	0.00	150,450.00	.0%
480 53200	AUDITING						
	6,795.00	6,795.00	5,096.25	566.25	0.00	1,698.75	75.0%
480 53400	CONTRACTUAL						
	403,172.00	403,172.00	244,740.86	39,280.05	0.00	158,431.14	60.7%
480 54000	TRAINING/TRAVEL						
	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	.0%
480 54100	COMM - PHONE/FAX/ALARM						
	1,135.00	3,735.00	2,835.25	370.82	0.00	899.75	75.9%
480 54101	COMMUNICATIONS-CELLULAR						
	2,510.00	2,510.00	557.31	0.00	0.00	1,952.69	22.2%
480 54103	COMMUNICATIONS-INTERNET						
	12,220.00	9,620.00	1,395.36	174.42	0.00	8,224.64	14.5%
480 54300	UTILITIES ELECTRIC						
	24,000.00	17,000.00	11,260.32	1,845.72	0.00	5,739.68	66.2%
480 54310	UTILITIES-WATER & WASTEWATER						
	19,000.00	26,000.00	15,772.97	2,235.86	0.00	10,227.03	60.7%
480 54500	INSURANCE						
	73,946.00	73,946.00	56,098.89	6,162.17	0.00	17,847.11	75.9%
480 54610	R/M BLDG & GROUNDS						
	36,000.00	36,000.00	24,278.31	25.87	0.00	11,721.69	67.4%
480 54620	R/M EQUIPMENT						
	15,750.00	15,750.00	850.69	647.92	0.00	14,899.31	5.4%
480 54675	R/M MOORING FIELD						
	13,400.00	13,400.00	8,954.95	0.00	0.00	4,445.05	66.8%
480 54700	PRINTING						
	1,175.00	1,875.00	1,473.96	247.60	0.00	401.04	78.6%
480 54800	PROMOTIONAL						
	8,464.00	7,764.00	-51.43	0.00	0.00	7,815.43	-.7%
480 55100	OFFICE SUPPLIES						
	3,800.00	3,800.00	856.62	118.31	0.00	2,943.38	22.5%
480 55200	OPERATING SUPPLIES						
	35,170.00	35,170.00	8,767.22	709.95	0.00	26,402.78	24.9%
480 55210	UNIFORMS						
	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	.0%
480 55220	JANITORIAL SUPPLIES						
	3,300.00	3,300.00	774.13	0.00	0.00	2,525.87	23.5%
480 55230	GAS/OIL						
	250.00	250.00	29.60	0.00	0.00	220.40	11.8%
480 55400	BOOKS/SUBS/DUES						
	775.00	775.00	0.00	0.00	0.00	775.00	.0%
480 55510	FUEL FOR RESALE						
	626,522.00	626,522.00	0.00	0.00	0.00	626,522.00	.0%

MARINA

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 56200 BUILDING	4,650,000.00	4,650,000.00	0.00	0.00	0.00	4,650,000.00	.0%
480 56300 IMPROVEMENTS	545,000.00	545,000.00	215,969.60	23,776.63	98,504.25	230,526.15	57.7%
480 57100 PRINCIPAL	332,000.00	332,000.00	0.00	0.00	0.00	332,000.00	.0%
480 57200 INTEREST	131,863.00	131,863.00	30,676.97	0.00	0.00	101,186.03	23.3%
480 57300 FINANCING COSTS	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
480 59900 CONTINGENCY	2,402,653.00	0.00	0.00	0.00	0.00	0.00	.0%
480 59990 RESERVE	0.00	2,402,653.00	0.00	0.00	0.00	2,402,653.00	.0%
TOTAL MARINA	0.00	0.00	61,408.38	26,563.06	98,504.25	-159,912.63	100.0%
TOTAL REVENUES	-9,401,750.00	-9,401,750.00	-568,929.45	-49,598.51	0.00	-8,832,820.55	
TOTAL EXPENSES	9,401,750.00	9,401,750.00	630,337.83	76,161.57	98,504.25	8,672,907.92	
GRAND TOTAL	0.00	0.00	61,408.38	26,563.06	98,504.25	-159,912.63	100.0%

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

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 33120 FEMA GRANT	0.00	-687.00	-2,599.00	0.00	0.00	1,912.00	378.3%
510 33420 FEMA STATE	0.00	-114.00	-433.00	0.00	0.00	319.00	379.8%
510 36990 OTHER REVENUE	-8,000.00	-8,000.00	9,167.12	-3,000.00	0.00	-17,167.12	-114.6%
510 36992 GAIN ON SALE OF ASSET	-75,000.00	-75,000.00	-44,546.24	-8,205.00	0.00	-30,453.76	59.4%
510 36994 LOANER VEHICLE REVENUE	-1,500.00	-1,500.00	-2,202.30	-279.60	0.00	702.30	146.8%
510 38040 PARTS	0.00	0.00	-6,329.58	-927.38	0.00	6,329.58	100.0%
510 38047 HUMANE SOCIETY-PARTS	-500.00	-500.00	-397.98	0.00	0.00	-102.02	79.6%
510 38048 HUMANE SOCIETY-LABOR	-500.00	-500.00	-251.25	0.00	0.00	-248.75	50.3%
510 38049 HUMANE SOCIETY-FUEL	-3,000.00	-3,000.00	-1,984.87	-359.46	0.00	-1,015.13	66.2%
510 38053 GAS/OIL	-333,750.00	-333,750.00	-245,711.30	-33,722.45	0.00	-88,038.70	73.6%
510 38144 FROM SANITATION	-13,500.00	-13,500.00	-10,125.00	-1,125.00	0.00	-3,375.00	75.0%
510 38910 CASH BALANCE FORWARD	-7,800.00	-7,800.00	0.00	0.00	0.00	-7,800.00	.0%
TOTAL FLEET	-443,550.00	-444,351.00	-305,413.40	-47,618.89	0.00	-138,937.60	68.7%
TOTAL REVENUES	-443,550.00	-444,351.00	-305,413.40	-47,618.89	0.00	-138,937.60	
5101000 GENERAL FUND							
5101000 38040 PARTS	-261,750.00	-261,750.00	-196,960.45	-25,664.36	0.00	-64,789.55	75.2%
5101000 38045 LABOR	-143,250.00	-143,250.00	-108,000.09	-12,000.01	0.00	-35,249.91	75.4%
TOTAL GENERAL FUND	-405,000.00	-405,000.00	-304,960.54	-37,664.37	0.00	-100,039.46	75.3%
TOTAL REVENUES	-405,000.00	-405,000.00	-304,960.54	-37,664.37	0.00	-100,039.46	

FOR 2018 09

5103900 CEMETERY

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5103900 CEMETERY							
5103900 38040 PARTS	-2,000.00	-2,000.00	-2,443.37	-67.47	0.00	443.37	122.2%
5103900 38045 LABOR	-1,500.00	-1,500.00	-1,900.00	0.00	0.00	400.00	126.7%
TOTAL CEMETERY	-3,500.00	-3,500.00	-4,343.37	-67.47	0.00	843.37	124.1%
TOTAL REVENUES	-3,500.00	-3,500.00	-4,343.37	-67.47	0.00	843.37	
5104200 AIRPORT							
5104200 38040 PARTS	-3,500.00	-3,500.00	-4,118.09	-421.75	0.00	618.09	117.7%
5104200 38045 LABOR	-3,500.00	-3,500.00	-2,446.25	0.00	0.00	-1,053.75	69.9%
TOTAL AIRPORT	-7,000.00	-7,000.00	-6,564.34	-421.75	0.00	-435.66	93.8%
TOTAL REVENUES	-7,000.00	-7,000.00	-6,564.34	-421.75	0.00	-435.66	
5104500 WASTEWATER							
5104500 38040 PARTS	-40,000.00	-40,000.00	-28,724.10	-4,182.39	0.00	-11,275.90	71.8%
5104500 38045 LABOR	-20,000.00	-20,000.00	-14,663.50	-1,541.25	0.00	-5,336.50	73.3%
TOTAL WASTEWATER	-60,000.00	-60,000.00	-43,387.60	-5,723.64	0.00	-16,612.40	72.3%
TOTAL REVENUES	-60,000.00	-60,000.00	-43,387.60	-5,723.64	0.00	-16,612.40	
5104600 WATER							
5104600 38040 PARTS	-30,000.00	-30,000.00	-12,096.85	-5,816.32	0.00	-17,903.15	40.3%

FOR 2018 09

5104600 WATER

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104600 38045 LABOR	-15,000.00	-15,000.00	-7,575.00	-2,585.00	0.00	-7,425.00	50.5%
TOTAL WATER	-45,000.00	-45,000.00	-19,671.85	-8,401.32	0.00	-25,328.15	43.7%
TOTAL REVENUES	-45,000.00	-45,000.00	-19,671.85	-8,401.32	0.00	-25,328.15	
5104700 STORMWATER							
5104700 38040 PARTS	-15,000.00	-15,000.00	-7,461.15	-3.75	0.00	-7,538.85	49.7%
5104700 38045 LABOR	-12,000.00	-12,000.00	-3,596.50	-162.50	0.00	-8,403.50	30.0%
TOTAL STORMWATER	-27,000.00	-27,000.00	-11,057.65	-166.25	0.00	-15,942.35	41.0%
TOTAL REVENUES	-27,000.00	-27,000.00	-11,057.65	-166.25	0.00	-15,942.35	
GRAND TOTAL	-991,050.00	-991,851.00	-695,398.75	-100,063.69	0.00	-296,452.25	70.1%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200 SALARIES	111,482.00	112,283.00	82,239.82	8,630.12	0.00	30,043.18	73.2%
510 51350 PART TIME SALARIES	25,877.00	25,877.00	20,153.55	1,713.65	0.00	5,723.45	77.9%
510 51400 OVERTIME	6,000.00	6,000.00	3,180.18	226.18	0.00	2,819.82	53.0%
510 52100 FICA	10,967.00	10,967.00	7,968.72	812.03	0.00	2,998.28	72.7%
510 52200 RETIREMENT	36,622.00	36,622.00	27,466.47	3,051.83	0.00	9,155.53	75.0%
510 52300 HEALTH INSUR	23,060.00	23,060.00	17,295.20	1,921.69	0.00	5,764.80	75.0%
510 52301 LIFE INSUR	550.00	550.00	443.07	49.23	0.00	106.93	80.6%
510 52400 WORKERS' COMP	3,428.00	3,428.00	2,571.03	285.67	0.00	856.97	75.0%
510 53200 AUDITING	2,265.00	2,265.00	1,698.75	188.75	0.00	566.25	75.0%
510 53400 CONTRACTUAL	22,275.00	23,075.00	20,194.42	739.10	0.00	2,880.58	87.5%
510 54000 TRAINING/TRAVEL	2,250.00	2,168.00	1,252.50	0.00	0.00	915.50	57.8%
510 54100 COMM - PHONE/FAX/ALARM	288.00	288.00	0.00	0.00	0.00	288.00	.0%
510 54101 COMMUNICATIONS-CELLULAR	1,730.00	1,730.00	896.87	99.09	0.00	833.13	51.8%
510 54103 COMMUNICATIONS-INTERNET	1,635.00	1,635.00	896.64	112.08	0.00	738.36	54.8%
510 54200 POSTAGE	100.00	100.00	6.83	0.00	0.00	93.17	6.8%
510 54300 UTILITIES ELECTRIC	3,000.00	3,000.00	2,435.22	378.02	0.00	564.78	81.2%
510 54310 UTILITIES-WATER & WASTEWATER	1,900.00	1,900.00	1,498.92	161.47	0.00	401.08	78.9%
510 54500 INSURANCE	20,541.00	20,541.00	15,405.75	1,711.75	0.00	5,135.25	75.0%
510 54610 R/M BLDG & GROUNDS	4,500.00	4,500.00	2,432.08	310.17	0.00	2,067.92	54.0%
510 54620 R/M EQUIPMENT	7,750.00	10,850.00	5,187.44	217.30	0.00	5,662.56	47.8%

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54630 R/M VEHICLES-LABOR	2,000.00	2,000.00	216.25	0.00	0.00	1,783.75	10.8%
510 54640 R/M VEHICLES-PARTS	3,000.00	3,000.00	2,331.90	978.75	0.00	668.10	77.7%
510 55100 OFFICE SUPPLIES	1,000.00	1,000.00	26.48	18.99	0.00	973.52	2.6%
510 55200 OPERATING SUPPLIES	10,370.00	8,234.00	6,428.39	247.12	0.00	1,805.61	78.1%
510 55210 UNIFORMS	575.00	675.00	623.93	0.00	0.00	51.07	92.4%
510 55230 GAS/OIL	4,500.00	4,500.00	2,924.82	488.84	0.00	1,575.18	65.0%
510 55240 CHEMICALS	500.00	500.00	335.00	0.00	0.00	165.00	67.0%
510 55400 BOOKS/SUBS/DUES	0.00	82.00	81.25	0.00	0.00	0.75	99.1%
510 56400 MACH/EQUIP	60,000.00	56,100.00	25,961.35	0.00	7,252.59	22,886.06	59.2%
510 56401 EQUIP-NON CAPITAL	5,700.00	7,736.00	2,036.00	0.00	0.00	5,700.00	26.3%
510 58600 GAS/OIL COSTS	290,000.00	290,000.00	224,465.40	34,638.01	0.00	65,534.60	77.4%
510 58700 VEHICLE PARTS/SRVS COSTS	305,000.00	305,000.00	221,041.76	27,981.37	0.00	83,958.24	72.5%
510 59100 TRANSFER TO GENERAL FUND	15,000.00	15,000.00	11,250.00	1,250.00	0.00	3,750.00	75.0%
510 59900 CONTINGENCY	7,185.00	0.00	0.00	0.00	0.00	0.00	.0%
510 59990 RESERVE	0.00	7,185.00	0.00	0.00	0.00	7,185.00	.0%
TOTAL FLEET	991,050.00	991,851.00	710,945.99	86,211.21	7,252.59	273,652.42	72.4%
TOTAL EXPENSES	991,050.00	991,851.00	710,945.99	86,211.21	7,252.59	273,652.42	
GRAND TOTAL	991,050.00	991,851.00	710,945.99	86,211.21	7,252.59	273,652.42	72.4%

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

REVENUE < 695,399 >

NET (REV) EXPS 15,547

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300 UB ADMIN FEES	-32,000.00	-32,000.00	-22,605.29	-2,560.00	0.00	-9,394.71	70.6%
520 36990 OTHER REVENUE	0.00	0.00	-555.63	0.00	0.00	555.63	100.0%
520 38910 CASH BALANCE FORWARD	-50,250.00	-50,250.00	0.00	0.00	0.00	-50,250.00	.0%
TOTAL UTILITY BILLING	-82,250.00	-82,250.00	-23,160.92	-2,560.00	0.00	-59,089.08	28.2%
TOTAL REVENUES	-82,250.00	-82,250.00	-23,160.92	-2,560.00	0.00	-59,089.08	
5204200 AIRPORT							
5204200 38052 CHARGES FOR UB SERVICES	-7,000.00	-7,000.00	-5,250.06	-583.34	0.00	-1,749.94	75.0%
TOTAL AIRPORT	-7,000.00	-7,000.00	-5,250.06	-583.34	0.00	-1,749.94	75.0%
TOTAL REVENUES	-7,000.00	-7,000.00	-5,250.06	-583.34	0.00	-1,749.94	
5204400 SANITATION							
5204400 38052 CHARGES FOR UB SERVICES	-88,000.00	-88,000.00	-66,000.06	-7,333.34	0.00	-21,999.94	75.0%
TOTAL SANITATION	-88,000.00	-88,000.00	-66,000.06	-7,333.34	0.00	-21,999.94	75.0%
TOTAL REVENUES	-88,000.00	-88,000.00	-66,000.06	-7,333.34	0.00	-21,999.94	
5204500 WASTE WATER							
5204500 38052 CHARGES FOR UB SERVICES	-167,500.00	-167,500.00	-125,625.06	-13,958.34	0.00	-41,874.94	75.0%

FOR 2018 09

5204500 WASTE WATER

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER	-167,500.00	-167,500.00	-125,625.06	-13,958.34	0.00	-41,874.94	75.0%
TOTAL REVENUES	-167,500.00	-167,500.00	-125,625.06	-13,958.34	0.00	-41,874.94	
5204600 WATER							
5204600 38052 CHARGES FOR UB SERVICES	-167,500.00	-167,500.00	-125,625.06	-13,958.34	0.00	-41,874.94	75.0%
TOTAL WATER	-167,500.00	-167,500.00	-125,625.06	-13,958.34	0.00	-41,874.94	75.0%
TOTAL REVENUES	-167,500.00	-167,500.00	-125,625.06	-13,958.34	0.00	-41,874.94	
5204700 STORMWATER							
5204700 38052 CHARGES FOR UB SERVICES	-33,500.00	-33,500.00	-25,125.03	-2,791.67	0.00	-8,374.97	75.0%
TOTAL STORMWATER	-33,500.00	-33,500.00	-25,125.03	-2,791.67	0.00	-8,374.97	75.0%
TOTAL REVENUES	-33,500.00	-33,500.00	-25,125.03	-2,791.67	0.00	-8,374.97	
GRAND TOTAL	-545,750.00	-545,750.00	-370,786.19	-41,185.03	0.00	-174,963.81	67.9%

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

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200 SALARIES	208,090.00	207,440.00	149,536.74	15,067.67	0.00	57,903.26	72.1%
520 51350 PART-TIME	0.00	776.00	775.57	0.00	0.00	0.43	99.9%
520 51400 OVERTIME	3,000.00	2,224.00	1,592.50	94.29	0.00	631.50	71.6%
520 52100 FICA	16,148.00	15,348.00	11,330.48	1,097.80	0.00	4,017.52	73.8%
520 52200 RETIREMENT	68,710.00	68,710.00	51,532.47	5,725.83	0.00	17,177.53	75.0%
520 52300 HEALTH INSUR	36,960.00	36,960.00	28,540.72	3,610.20	0.00	8,419.28	77.2%
520 52301 LIFE INSUR	1,084.00	1,084.00	763.68	85.14	0.00	320.32	70.5%
520 52400 WORKERS' COMP	356.00	356.00	267.03	29.67	0.00	88.97	75.0%
520 53400 CONTRACTUAL	25,709.00	28,209.00	24,884.15	3,533.63	0.00	3,324.85	88.2%
520 54000 TRAINING/TRAVEL	3,290.00	3,290.00	1,466.47	21.37	0.00	1,823.53	44.6%
520 54100 COMM - PHONE/FAX/ALARM	882.00	882.00	276.20	34.52	0.00	605.80	31.3%
520 54103 COMMUNICATIONS-INTERNET	1,635.00	1,635.00	896.64	112.08	0.00	738.36	54.8%
520 54200 POSTAGE	45,000.00	45,000.00	24,294.00	300.00	0.00	20,706.00	54.0%
520 54300 UTILITIES ELECTRIC	3,500.00	3,500.00	1,856.47	273.25	0.00	1,643.53	53.0%
520 54310 UTILITIES-WATER & WASTEWATER	1,000.00	1,000.00	567.97	63.36	0.00	432.03	56.8%
520 54610 R/M BLDG & GROUNDS	1,000.00	1,000.00	999.95	0.00	0.00	0.05	100.0%
520 54620 R/M EQUIPMENT	700.00	400.00	0.00	0.00	0.00	400.00	.0%
520 54700 PRINTING	5,800.00	5,800.00	3,531.25	0.00	0.00	2,268.75	60.9%
520 54902 BAD DEBT EXPENSE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
520 55100 OFFICE SUPPLIES	3,200.00	2,250.00	807.92	38.97	0.00	1,442.08	35.9%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55200 OPERATING SUPPLIES	49,410.00	49,410.00	48,046.50	4,848.09	0.00	1,363.50	97.2%
520 55210 UNIFORMS	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 55220 JANITORIAL SUPPLIES	400.00	600.00	393.96	11.75	0.00	206.04	65.7%
520 56400 MACH/EQUIP	75,000.00	75,000.00	43,172.81	6,327.41	6,175.00	25,652.19	65.8%
520 59300 TRANSFER TO CAP IMP	10,700.00	10,700.00	8,025.03	891.67	0.00	2,674.97	75.0%
520 59900 CONTINGENCY	-18,024.00	0.00	0.00	0.00	0.00	0.00	.0%
520 59990 RESERVE	0.00	-18,024.00	0.00	0.00	0.00	-18,024.00	.0%
TOTAL UTILITY BILLING	545,750.00	545,750.00	403,558.51	42,166.70	6,175.00	136,016.49	75.1%
TOTAL EXPENSES	545,750.00	545,750.00	403,558.51	42,166.70	6,175.00	136,016.49	
GRAND TOTAL	545,750.00	545,750.00	403,558.51	42,166.70	6,175.00	136,016.49	75.1%

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

REVENUE <370,786>

NET <REV> EXPS 32,773

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 36990 OTHER REVENUE	0.00	0.00	-100.70	0.00	0.00	100.70	100.0%
530 38910 CASH BALANCE FORWARD	-65,800.00	-65,800.00	0.00	0.00	0.00	-65,800.00	.0%
TOTAL UTILITY ADMIN	-65,800.00	-65,800.00	-100.70	0.00	0.00	-65,699.30	.2%
TOTAL REVENUES	-65,800.00	-65,800.00	-100.70	0.00	0.00	-65,699.30	
5304500 WASTE WATER							
5304500 38054 CHARGES FOR UTIL ADM	-165,993.00	-165,993.00	-97,499.97	-10,833.33	0.00	-68,493.03	58.7%
TOTAL WASTE WATER	-165,993.00	-165,993.00	-97,499.97	-10,833.33	0.00	-68,493.03	58.7%
TOTAL REVENUES	-165,993.00	-165,993.00	-97,499.97	-10,833.33	0.00	-68,493.03	
5304600 WATER							
5304600 38054 CHARGES FOR UTIL ADM	-165,993.00	-165,993.00	-97,499.97	-10,833.33	0.00	-68,493.03	58.7%
TOTAL WATER	-165,993.00	-165,993.00	-97,499.97	-10,833.33	0.00	-68,493.03	58.7%
TOTAL REVENUES	-165,993.00	-165,993.00	-97,499.97	-10,833.33	0.00	-68,493.03	
GRAND TOTAL	-397,786.00	-397,786.00	-195,100.64	-21,666.66	0.00	-202,685.36	49.0%

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

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200 SALARIES	205,134.00	205,134.00	149,173.43	15,632.60	0.00	55,960.57	72.7%
530 51400 OVERTIME	1,000.00	1,000.00	462.74	3.93	0.00	537.26	46.3%
530 52100 FICA	15,769.00	15,769.00	10,694.04	1,107.23	0.00	5,074.96	67.8%
530 52200 RETIREMENT	65,921.00	65,921.00	49,440.78	5,493.42	0.00	16,480.22	75.0%
530 52300 HEALTH INSUR	38,553.00	38,553.00	28,218.91	3,212.50	0.00	10,334.09	73.2%
530 52301 LIFE INSUR	1,041.00	1,041.00	765.79	87.72	0.00	275.21	73.6%
530 52400 WORKERS' COMP	5,085.00	5,085.00	3,813.75	423.75	0.00	1,271.25	75.0%
530 53400 CONTRACTUAL	9,205.00	11,505.00	6,681.29	672.90	0.00	4,823.71	58.1%
530 54000 TRAINING/TRAVEL	5,250.00	5,250.00	1,381.01	59.00	0.00	3,868.99	26.3%
530 54100 COMM - PHONE/FAX/ALARM	564.00	564.00	138.10	17.26	0.00	425.90	24.5%
530 54101 COMMUNICATIONS-CELLULAR	1,640.00	1,640.00	1,006.55	132.87	0.00	633.45	61.4%
530 54103 COMMUNICATIONS-INTERNET	1,662.00	1,662.00	916.35	114.27	0.00	745.65	55.1%
530 54200 POSTAGE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 54300 UTILITIES ELECTRIC	3,000.00	3,000.00	1,856.44	273.24	0.00	1,143.56	61.9%
530 54310 UTILITIES-WATER & WASTEWATER	800.00	800.00	567.97	63.36	0.00	232.03	71.0%
530 54610 R/M BLDG & GROUNDS	2,500.00	2,500.00	1,058.50	34.32	0.00	1,441.50	42.3%
530 54620 R/M EQUIPMENT	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
530 55100 OFFICE SUPPLIES	4,000.00	4,000.00	404.00	0.00	0.00	3,596.00	10.1%
530 55200 OPERATING SUPPLIES	7,430.00	7,430.00	3,693.67	206.87	0.00	3,736.33	49.7%
530 55210 UNIFORMS	800.00	800.00	199.49	0.00	0.00	600.51	24.9%

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55220 JANITORIAL SUPPLIES	6,000.00	3,700.00	390.95	11.74	0.00	3,309.05	10.6%
530 55400 BOOKS/SUBS/DUES	3,000.00	3,000.00	584.20	209.00	0.00	2,415.80	19.5%
530 56300 IMPROVEMENTS	10,000.00	10,000.00	3,900.00	0.00	0.00	6,100.00	39.0%
530 56401 EQUIP-NON CAPITAL	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 59900 CONTINGENCY	3,932.00	0.00	0.00	0.00	0.00	0.00	.0%
530 59990 RESERVE	0.00	3,932.00	0.00	0.00	0.00	3,932.00	.0%
TOTAL UTILITY ADMIN	397,786.00	397,786.00	265,347.96	27,755.98	0.00	132,438.04	66.7%
TOTAL EXPENSES	397,786.00	397,786.00	265,347.96	27,755.98	0.00	132,438.04	
GRAND TOTAL	397,786.00	397,786.00	265,347.96	27,755.98	0.00	132,438.04	66.7%

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REVENUE < 195,101 >

NET (REV) EXPS 70,247

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Approval of Minutes

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Approve Minutes

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

City Commission Regular Meeting	December 5, 2017
City Commission Regular Meeting	December 19, 2017
City Commission Workshop	January 2, 2018
City Commission Regular Meeting	January 2, 2018
City Commission Regular Meeting	January 16, 2018
City Commission Special Meeting	January 24, 2018
City Commission Workshop	February 6, 2018

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	06/28/2018
Nicole Bednar, Administrative Services Manager	07/02/2018
Dale Martin, City Manager	07/03/2018

Date: June 27, 2018

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, December 5, 2017 at 6:00 pm in the City Commission Chambers. Present were Mayor Robin Lentz presiding, Vice Mayor Len Kreger, Commissioners John A. Miller, Tim Poynter, and Roy G. Smith. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

Mayor Lentz called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was then given by Reverend Edward Coop of Joy Ministries.

4. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA: The following individuals spoke to this item:

Mr. John Sauer, 205 Broome Street, noted zoning problems and other issues related to Dr. Chip Ross costing taxpayers approximately $20,000. Mr. Sauer asked whether these expenses are reimbursable. City Attorney Bach responded no, however she is working with the insurance company on another lawsuit to only pay the costs, not the deductible, which is significantly higher.

Mr. Bob Allison, 96034 Sandy Point Road, hand delivered to the Commission a letter and presentation for his motor coach park proposal and asked for time on an upcoming agenda to present the details. Vice Mayor Kreger recommended Mr. Allison get on the next Airport Advisory Commission agenda and they will then advise the city commission.

5.1 AIRPORT REFUNDING REVENUE NOTE, SERIES 2017 IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $1,450,000 FOR THE PURPOSES OF FINANCING A PORTION OF THE COST OF ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE FERNANDINA BEACH MUNICIPAL AIRPORT:
City Attorney Bach read the title of the bond into the record as follows: "The City Commission is opening a public hearing to receive comments on the proposed issuance by the City of Fernandina Beach, Florida of its airport refunding revenue note series 2017 in an aggregate principle amount not exceeding $1,450,000 for the principal purposes of 1) financing a portion of the cost of acquisition, construction and equipping of improvements to the Fernandina Beach municipal airport, 700 Airport Road, Fernandina Beach, Florida 32034 including but not limited to the construction of a new general aviation terminal building, 2) refinancing a portion of the cost of acquisition construction and equipping of improvements, to the Fernandina Beach municipal airport, 700 Airport Road, Fernandina Beach, Florida 32034 including but not limited to the construction of hangars through the refunding of the City's outstanding airport revenue note series 2007, 3) paying certain costs of the issuance of the note. All of the facilities being financed or refinanced with the proceeds of the note are owned by the City. This hearing is held under the authority and pursuant to section 147 sub (f) of the Internal Revenue Code of 1986. Comments made at this hearing will be used by the City to determine whether to approve the issuance of the note. At this time the commission will take comments concerning this issue, please come to the lectern, and give your name, affiliation and comments." Mayor Lentz opened the public hearing at this time.

Dr. Chip Ross, 210 N. 3rd Street, stated there were only two pieces of paper in the agenda packet which were not very enlightening. Dr. Ross asked where the "not to exceed amount" comes from and what the cash flow projections are for the airport over the next fifteen yrs. In the next five years, the city has obligated itself to $3 million dollars' worth of expenses. How will the city generate $600,000 per year to pay for this? What is Appendix A, the preliminary amortization schedule? Money should be pledged from enterprise fund, what are the other sources of funds being pledged by city, who will

pay for the bond council and how will the nose and tail for the building be paid for as they are not included in the paperwork. As a citizen it would be helpful to see how the City will fund approximately $600,000 per year from the enterprise fund.

City Manager Martin responded the $1.450 million dollars was previously budgeted and approved by the City Commission by Resolution 2017-110, $1million bond for financing and $450,000 is for refinancing a portion of debt that the airport currently holds. Cash flow projections show the airport continues to operate in the black. Special events, fuel sales, hangar rentals etc. this does not jeopardize any future funding or projects. Comptroller Patti Clifford added there are some closing costs and Appendix A is the loan amortization.

City Attorney Bach responded bond council is paid by the City through closing costs: estimated at $33,000 and includes the financial advisor. The nose and tail are being paid for by Eight Flags Aviation the funds are being fronted and the City will pay it back through rent credits.

Comptroller Clifford explained the backup covenants contain very typical, standard language the lender expects to see, anything not earmarked of the $1million dollars not to exceed, it is $1million towards the new projects and the City Manager believes the airport operations are expected to remain in the black in the future.

Vice Mayor Kreger added that Airport Manager Mr. Nathan Coyle gave a nice presentation and as the project moves forward more detail would be helpful specifically what entities the money will come from i.e. FAA, FDOT, etc. and have it all graphed and visible.

There being no further comments from the floor, Mayor Lentz closed the public hearing at this time.

6.1 RESOLUTION 2017-193 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR THREE PARCELS CONTAINING APPROXIMATELY 3.22 ACRES OF LAND LOCATED AT 2246 SADLER ROAD: According to the agenda support documents Resolution 2017-193 authorizes the extension of water services to the property located at 2246 Sadler Road. Also approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2017-193. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2017-194 - VOLUNTARY ANNEXATION AGREEMENT - 1336 S. 14TH STREET AND 1451 NECTARINE STREET: According to the agenda support documents Resolution 2017-194 authorizes the extension of water services to the property located at 1336 S. 14th Street and 1451 Nectarine Street. Also approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2017-194. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2017-195 APPROVING THE PURCHASE OF A NEW SIX INCH COMPRESSOR- ASSISTED SOLIDS HANDLING TRAILER MOUNTED BY-PASS PUMP FROM THOMPSON PUMP & MANUFACTURING COMPANY, INC. IN THE AMOUNT OF $32,743: According to the agenda support documents Resolution 2017-195 approves the purchase of a by-pass pump from Thompson Pump & Manufacturing Company, Inc. in the amount of $32,743 and finds titled property be declared surplus. **A motion was made by Vice Mayor Kreger, seconded**

by Commissioner Smith to approve the Resolution 2017-195. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.1 RESOLUTION 2017-196 AWARDING BID #17-24 TO VIKTOR CONSTRUCTION CORP FOR INTERIOR REPAINTING OF THE 500,000 GALLON PEDI-SPHERE WATER TOWER TANK IN THE AMOUNT OF $81,700: According to the agenda support documents Resolution 2017-196 awards ITB #17-24 to Viktor Construction Corp in the amount of $81,700. **A motion was made by Commissioner Miller, seconded by Commissioner Poynter to approve the Resolution 2017-196. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2017-197 APPROVING THE SOLE SOURCE PURCHASE OF PLAN REVIEW SERVICES FOR THE BUILDING DEPARTMENT FROM THE INTERNATIONAL CODE COUNCIL (ICC): According to the agenda support documents Resolution 2017-197 approves the sole source purchase of plan review services for the Vintage at Amelia multi- family project from ICC in the amount of $29,790.

Mr. Philip Chapman, 2120 Florida Avenue, inquired why outside review services are necessary to review this project and how many other projects need this kind of review.

Community Development Director Marshall McCrary explained it is far more efficient and expeditious to outsource large projects due to limited building department staff who are busy assisting the general public. Outsourcing occurs mainly for large scale projects. The funds are reimbursed when the permit goes out. The budget also reflects the need for more staffing including a Plans Examiner which is a difficult position to fill due to stringent State of Florida credentials. Vice Mayor Kreger added the Building Department is self-supporting with a reserve of money. The city is anticipating over 700 houses being built in the near future. Commissioner Poynter reiterated it makes sense as the Building Department is small and all of the cost is reimbursable. **A motion was made by Commissioner Poynter, seconded by Commissioner Miller to approve Resolution 2017-197. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2017-198 APPROVING AN ASSIGNMENT OF ANIMAL RESCUE SERVICES AGREEMENT FROM FERNANDINA BEACH ANIMAL RESCUE, INC. TO NASSAU HUMANE SOCIETY, INC.: According to the agenda support documents Resolution 2017-198 approves the Assignment of Animal Rescue Services Agreement from Fernandina Beach Animal Rescue, Inc. to Nassau Humane Society, Inc. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Poynter to approve Resolution 2017-198. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2017-199 APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NASSAU COUNTY PROPERTY APPRAISER AND THE CITY OF FERNANDINA BEACH FOR EFFECTIVE UTILIZATION OF GEOGRAPHIC INFORMATION SYSTEMS (GIS): According to the agenda support documents Resolution 2017-199 approves the Interlocal Agreement between the Nassau County Property Appraiser and the City of Fernandina Beach for effective utilization of GIS. **A motion was made by Commissioner Poynter, seconded by Vice Mayor Kreger to approve the Resolution 2017-199. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2017-200 APPROVING THE PURCHASE OF THE EXPLORER DOME AT EGAN'S CREEK PARK FROM KOMPAN, INC. IN THE AMOUNT OF $48,790: According to the agenda support documents Resolution 2017- 200 approves the purchase of the Explorer Dome from KOMPAN, Inc. in the amount of $48,790. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Miller to approve Resolution 2017-200. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 SECOND READING OF ORDINANCE 2017-23 AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES OF THE CITY IN REGARDS TO STREETS, SIDEWALKS AND OTHER PUBLIC PLACES BY CREATING SECTION 70-7 REGARDING NEWS RACKS WITHIN THE HISTORIC DISTRICT; SPECIFYING PERMIT PROCEDURES AND PROHIBITIONS REGARDING NEWS RACKS IN THE PUBLIC RIGHT OF WAY; PROVIDING FOR SPECIFIC LOCATIONS FOR THE PLACEMENT OF CITY-APPROVED NEWS RACKS IN THE HISTORIC DISTRICT; PROVIDING FOR REMOVAL BY THE CITY OF ABANDONED AND IMPERMISSIBLE NEWS RACKS; PROVIDING FOR AN APPEALS PROCESS: City Attorney Bach read Ordinance 2017-23 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES OF THE CITY IN REGARDS TO STREETS, SIDEWALKS AND OTHER PUBLIC PLACES BY CREATING SECTION 70-7 REGARDING NEWSRACKS, PROVIDING FOR CITY-APPROVED NEWSRACKS WITHIN THE HISTORIC DISTRICT; SPECIFYING PERMIT PROCEDURES AND PROHIBITIONS REGARDING NEWSRACKS IN THE PUBLIC RIGHT OF WAY; PROVIDING FOR SPECIFIC LOCATIONS FOR THE PLACEMENT OF CITY-APPROVED NEWSRACKS IN THE HISTORIC DISTRIC; PROVIDING FOR REMOVAL BY THE CITY OF ABANDONED AND IMPERMISSIBLE NEWSRACKS; PROVIDING FOR AN APPEALS PROCESS; PROVIDING FOR TIME TO COMPLY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2017- 23 amends Section 70 of the City Code pertaining to news racks. City Attorney Tammi Bach explained the Commission requested other designs which unfortunately are not available as news racks are becoming obsolete. City staff and Fernandina Main Street recommend black news racks in an effort to eliminate the multitude of varieties of unsightly multicolored racks. To repaint existing racks is approximately $600 per rack with the news organizations asking for a reasonable time to comply. One permit covers all machines in eleven locations.

Commissioner Miller advocated for grandfathering the news racks in due to hefty repainting cost which burden local small newspapers. Vice Mayor Kreger finds grandfathering pointless and noted a reasonable amount of time to comply should be granted, i.e. 12-18 months.

Commissioner Poynter agreed noting change is needed as soon as possible since this has been an ongoing discussion for many years. Commissioner Miller surmised that eliminating the plastic, colored boxes was more to the point not necessarily painting and getting new boxes. Commissioner Smith concurred that getting it done quickly is key and suggested getting bids for painting the existing boxes as the $600 per box fee seems exorbitant. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Poynter to approve Ordinance 2017-23.** Ms. Arlene Filkoff, 845 Tarpon Avenue, suggested committing Fernandina Main Street staff to work with the News Leader newspaper to possibly get volunteers to paint the boxes. The objective is eliminating the multicolored boxes and agreeing to one style and one color. City Attorney Bach noted the next reading will have specific details and locations. Commissioner Smith suggested a provision for non-

compliance to be included in the ordinance. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 Quasi-judicial – SECOND READING OF ORDINANCE 2017-25 CHANGING THE CITY'S ZONING MAP TO ASSIGN A PLANNED UNIT DEVELOPMENT OVERLAY FOR A PARCEL TOTALING 5.10 ACRES OF LAND LOCATED ON S. 13TH STREET BETWEEN HICKORY STREET AND FIR STREET: City Attorney Bach read Ordinance 2017-23 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP TO ASSIGN A PLANNED UNIT DEVELOPMENT OVERLAY FOR A PARCEL TOTALING 5.10 ACRES OF LAND LOCATED ON S. 13TH STREET BETWEEN HICKORY STREET AND FIR STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support document Ordinance 2017-25 approves a Planned Unit Development (PUD) overlay to approximately 5.10 acres located on S. 13th Street between Hickory Street and Fir Street. The public hearing was opened at this time. City Attorney Bach explained the quasi-judicial process and swore in members of staff and the public who wished to offer testimony in these proceedings.

Community Development Department Senior Planner Kelly Gibson explained the Planned Unit Development (PUD) request noting city staff and the Planning Advisory Board (PAB) have issued a recommendation of approval as it is a great, balanced approach with a new type of housing product in keeping with the surrounding area characteristics while maintaining open space.

Mr. Nick Gillette, 20 S. Fourth Street, is the developer of the property and offered his availability to address any questions or concerns.

Ms. Margaret Kirkland, 1377 Plantation Pointe Drive, speaking on behalf of Amelia Tree Conservancy appreciates Mr. Gillette's consideration of low cost housing and conservation of trees however low cost housing has not been done successfully to date. Ms. Kirkland expressed particular concern for one forty-four inch oak tree; stating it intercepts over 20,000 gallons of water which is critical for an island community concerned with flooding and storm water processing. This large tree also reduces atmospheric carbon. There is no evidence that Shell Cove subdivision saves some of the larger trees on property which may impact an underground stream. Mr. Gillette explained Shell Cove has undergone a geo tech evaluation which noted good soil conditions and no stream under the property. 40% of the site is designated for preservation of open space which is rare and includes the forty-four inch oak tree and designated storm water areas.

Mr. Robert Weintraub, 2848 Ferdinand Court, this is an out of scale development in the wrong place that compromises the character of the neighborhood. Assuming affordable housing is needed and has been talked about but is just a guess without having done the appropriate studies. The city should identify suitable areas for affordable, multiple family developments and provide incentives to developers, not the beautiful, pristine areas. Good community planning is the answer not haphazard development. Giving a beautiful site to a wealthy developer is not the direction the city should be moving in.

Vice Mayor Kreger confirmed affordable housing surveys have been done and affordable housing is needed, this forty-one unit project is a step in the right direction.

Ms. Julie Ferreira, 501 Dade Street, challenged Vice Mayor Kreger stating the latest pricing for Shell Cove houses is $459,00, clearly not work force housing priced. Affordable is defined as one third of a family's income; it's not specific as to how high/low the income is, making "affordable" an arbitrary term. Shell Cove being sold as work force housing is hurtful and the Commission should discuss what income bracket is being targeted as local median family income is $54,000 allowing for $1,100 per month as affordable. Having the city designate specific sites rather than leaving it up to developers is the preferred direction to preserve and protect. It would be beneficial to know that the two acres is under a covenant and later down the road it cannot be used for more housing.

Vice Mayor Kreger was unaware that Shell Cove is selling for $450,000. Noting the median income for Nassau County is $64,412 and is the figure used by Housing and Urban Development (HUD). Siting the three tiers of affordable income that drive home pricing: Extremely Low - 30% of mean income; Very Low - 50% of mean income and Low - 80% of mean income. Mayor Lentz noted her disappointment in the Shell Cove subdivision home price increases, likely attributable to the housing market desire of increased square footage. Mr. Gillette explained home buyers have selected larger homes or upgrades which have increased prices.

Mrs. Diane Herman, 2116 Belvedere, as with Shell Cove, past dictates future, how can one know that promises will be fulfilled and asked that the Commission use their best judgment.

Mayor Lentz asked if the PUD could be changed. Commissioner Poynter responded yes it could potentially be changed. Home prices inflate due to supply and demand and the buyer's prerogative for upgrades. In order to have affordable housing the City would have to enter the construction, development and management business.

Mrs. Ferreira asked that the Commission take leadership to abstain from any PUD changes in the future before approving similar developments.

City Attorney Bach noted the PUD is recorded in the public record and is a covenant/deed restriction that can be changed as there is no way to cement it unless, as Commissioner Poynter noted, the city buy, develop and manage the real estate.

Commissioner Miller asked how many trees were saved. Mr. Gillette responded approximately twice the ordinance requirement in addition to the two conservation acres which will be governed by the forty-one member homeowners association. There being no further comments from the floor, Mayor Lentz closed the public hearing. **A motion was made by Commissioner Poynter, seconded by Commissioner Miller to approve Ordinance 2017-25. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 GOLF COURSE ADVISORY BOARD: According to the agenda support documents, there was one appointment for the Golf Course Advisory Board. **A motion was made by Commissioner Poynter, seconded by Commissioner Miller to approve the appointment of Mr. Philip Jones to the Golf Course Advisory Board. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried**.

10.1 CITY COMMISSION DISCUSSION (NO ACTION): DOGS ON CITY BEACHES. City Attorney Bach stated currently leashed dogs are allowed on all beaches however in light of several incidents with unleashed dogs, the Legal Department researched other beach towns for information and laws. Potential options include adding time restrictions to hour's dogs are allowed on the beach,

require owners to get permits for dogs to be on the beach, restrict dog beaches to certain areas, create a dog park beach allowing unleashed and leashed dogs in certain area or restrict dogs from all beaches.

Vice Mayor Kreger noted enforcement of the ordinance requiring dogs to be leashed and believes the issue is mainly attributable to a few citizens. Vice Mayor Kreger suggested including this presentation in the agenda backup materials would assist in making the public aware.

Mayor Lentz commented a reasonable option would be a restricted time period to allow dogs to enjoy a restricted beach area with their owners and asked if there is a way to change the ordinance.

Commissioner Miller said when enforcement issues arise i.e. horses on the beach, alcohol etc., there needs to be an officer to patrol the beach. Optimally having an isolated, designated beach area with set time limits for dogs seems the best given any liability. City Attorney Bach said it would not increase the City's liability. Mayor Lentz advocated for this simple solution as dog owners have rights to use public spaces.

Commissioner Smith asked Mr. Bartelt if there is still a problem with horse manure on the beach.
Mr. Eric Bartelt, 3820 South Fletcher, issued a resounding yes, that horse manure on the beach is an ongoing problem. Mayor Lentz requested that the discussion return to dogs on the beach.

Commissioner Poynter reiterated that the problem is lack of enforcement and feels a designated area is not a good idea and unfair to residents who live in the area. Enforcement is the key. Vice Mayor Kreger noted is not difficult when a police officer is on the beach.

Dr. Chip Ross, 210 N. 3rd Street, stated he likes dogs however, as an emergency room physician, he sees dog bites several times a month including some severe, noting it is unusual to see a bite from a leashed dog. Commissioner Miller interjected that most dog bites occur inside home and are rarely from leashed dogs.

Ms. Betsy Hubin, 4615 Phillips Manor Place, noted a woman and her dog were recently bitten by an unleashed dog. Ms. Hubin believes if violators are issued fines for violating the leash law, the unlawful activity will stop.

Ms. Julie Ferreira, 501 Date Street, as a former large dog owner there is a need to have a place for them to run. A patrolling enforcement officer would be beneficial to keep beaches trash and poop free. Commissioner Miller offered to reach out and research further information about dog beaches in Florida. ***The consensus of the commission was to table the discussion.***

CITY MANAGER REPORTS:

AWARDS: City Manager Martin congratulated Vice Mayor Kreger, Senior Planning Manager Kelly Gibson and Utilities Director John Mandrick for exceptionally representing the city in several categories receiving awards from the Northeast Florida Regional Council of Government to be presented Thursday December 7 in Jacksonville. City Manager Martin noted his attendance regret due to a previously scheduled meeting on the same date with the Northeast Florida League of Cities in Lake Butler.

PARADE: City Manager Martin announced the lighted Christmas Parade Thursday December 7th

@ 6pm to kick of the Dickens On Centre weekend, and thanked the Tourist District Council and downtown merchants for their ongoing commitment to the event.

BANQUET: City Manager Martin reminded all of the annual City Employee Service Awards breakfast Friday December 15th @ 7:30 am at the golf course.

EVENT FEES: City Manager Martin issued a handout detailing event fees that are being reviewed and researched by the events committee and Ms. Mary Hamburg, Public Information Officer. Eight Flags Auto will continue on the same fee schedule through the next two years.

HURRICANE IRMA: City Manager Martin distributed a handout from Nassau County detailing Hurricane Irma debris removal confirming the end date of December 15, 2017. FEMA restrictions preclude removal of debris from commercial entities.

PROPOSALS: City Manager Martin confirmed the receipt of four sanitation proposals that were opened on December 1st with a recommendation forthcoming in early January 2018.

PARTNERSHIP: City Manager Martin is in preliminary discussion with the University of North Florida regarding student partnerships with various city programs.

WORKSHOP: City Manager Martin has tentatively scheduled a visioning workshop for Wednesday January 24th 9am-3pm to be confirmed post city election cycle.

THANK YOU: City Manager Martin thanked Mayor Lentz and Commissioner Poynter for their service on the commission.

CITY ATTORNEY REPORTS:

ELECTION: City Clerk Best reminded all to vote in the upcoming Runoff Election to be held Tuesday December 12th.

AWARDS: City Clerk Best extended an invitation to the Commissioners to attend the Annual Employee Service Awards Breakfast, Friday December 15th, 7:30am at the Fernandina Beach Municipal Golf Course.

RIBBON CUTTING: City Clerk Best announced the recent addition to Baptist Medical Center has been completed and all are invited to the ribbon cutting ceremony which will be conducted December 14th at 5pm.

THANK YOU: City Clerk Best thanked Mayor Lentz and Commissioner Poynter for their service and in return offered to be of future service if needed.

THANK YOU: City Attorney Bach extended a thank you to both Mayor Lentz and Commissioner Poynter for their service to the city.

MAYOR/COMMISSIONER COMMENTS:

AIRPORT: Vice Mayor Kreger presented a photo of the current construction of the airport terminal.

REMINDER: Commissioner Smith reminded all of the upcoming lighted Christmas parade on Thursday December 7th at 6pm and the weekend Dickens on Centre festival that is always a

wonderful event.

FAREWELL: Commissioner Poynter bid farewell and thank you to the current commission expressing pride and gratitude for all of their teamwork, accomplishments and pleasure in serving a great community.

THANK YOU: Commissioner Miller also thanked Commissioner Poynter noting that his articulation and ability to voice feedback will be missed. Commissioner Miller commended Mayor Lentz for her service and fantastic mayoral presence.

CONGRATULATIONS: Commissioner Miller acknowledged the Northeast Florida Regional Council of Government awards of excellence bestowed on Vice Mayor Kreger, Senior Planning Kelly Gibson and Utilities Director John Mandrick.

CHOMPER: Commissioner Miller pitched an endearing adoption plea to the community on behalf of Chomper, the longest running boarder at the Nassau Humane Society. A birthday party in Chomper's honor will be held December 12th all are invited.

THANK YOU: Commissioner Smith expressed his thanks to Mayor Lentz and Commissioner Poynter for their service.

FEES: Mayor Lentz asked the commission to revisit the special events fees in consideration of the influx of tourism culminating from attractions and the revenue generated for the city.

REINDEER RUN: Mayor Lentz thanked all involved in making the recent Reindeer Run a safe, fun and lucrative event and reminded the community of the upcoming Run like the Dickens event at Main Beach Saturday December 9th @ 8am.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:15 pm

ATTEST:

CAROLINE BEST City Clerk	JOHN A. MILLER Mayor - Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, December 19, 2017 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller, Vice Mayor Len Kreger, Commissioners Roy G. Smith, Philip Chapman and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was then given by Reverend Bernard Thompson of New Zion Missionary Baptist Church.

4.1 FY 2018/2019 APPROPRIATION PROJECT REQUEST FOR DOWNTOWN SHORELINE STABILIZATION: Vice Mayor Kreger gave a brief overview of the proposal and explained City Manager Martin will be in charge of writing the specifications for phase one. Notification should be received by March, 2018 as to whether the City will receive funding to move forward with the project, and if so, stating the money will not be available until June 2018.

4.2 BUDGET SUMMARY: Comptroller Patti Clifford was available to answer any questions regarding the budget summary for November 2017. There were no questions at this time.

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

PORT UPDATE: Interim Port Manager Ms. Laura DiBella, welcomed the newly seated Commissioners, expressed gratefulness for City support and gave a brief port update noting Nassau Terminals has a long term contract with the Ocean Highway and Port Authority (OHPA) with approximately five years remaining on the contract; Kinder Morgan is the parent company and is currently negotiating with Worldwide Group who had approached them (Kinder Morgan) to purchase the contract. Currently, all jobs remain intact and port business remains normal as lawyers work on the defeasement/debt restructuring that ultimately this will result in positive cash flow to the port. The port is a fixture in the community and OHPA looks forward to working in a collaborative and cooperative manner.

Commissioner Ross expressed gratitude for the opportunity to work together and queried who the principal(s) of Worldwide Terminals are and if they had bought a barge port in St. Mary's asking what the intended use was for the barges. Ms. DiBella responded her contact is Mr. Chris Ragucci and Worldwide Terminals from Staten Island, New York. Ms. DiBella explained she was not familiar with the St. Mary's project details.

Commissioner Ross questioned the budget and capital improvement figures which increase to $11 million dollars by 2020. Noting seaport tonnage is also projected to double by 2020 and questioned how that will affect Fernandina Beach. Ms. DiBella responded capital improvements include purchasing new cranes, and warehouse upgrades which will potentially win back lumber transport. Ms. DiBella explained there is discussion regarding assisting Lignotech with storage needs which could potentially include bringing in dry or liquid bulk, all the particulars have been assessed environmentally however, this is not an affirmative action. The port is cognizant of truck traffic which tends to dominate conversations and every effort is being made to bring containers in by rail. Ms. DiBella invited the Commissioners to attend OHPA meetings to ask questions directly for more accurate answers.

Commissioner Ross remarked the only information received has been through newspaper articles and considers the transaction and process not as transparent as it should be for residents of the community.

Commissioner Smith suggested inviting Mr. Chris Ragucci to a City Commission meeting. Mayor Miller asked Ms. DiBella to facilitate a meeting with Mr. Ragucci and Worldwide Terminals, Ms. DiBella agreed to facilitate.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the minutes of the Regular Meeting of July 5, 2017; the Regular Meeting of July 18, 2017; the Canvassing Board Public Pre-Election Test of the Automatic Tabulation Equipment and Orientation meeting of October 31, 2017; the Canvassing Board General Election Night of November 7, 2017; and the Canvassing Board Manual Audit meeting of November 14, 2017 were presented for approval. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 SCRIVENER ERROR CORRECTION - BUDGET AMENDMENTS - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT / CAPITAL IMPROVEMENT PLAN AMENDMENT - RESOLUTION 2017-192 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018 AND FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR THE RAIL SPUR INFRASTRUCTURE ADDITION AND RELATED FDOT FUNDING: According to the agenda support documents Resolution 2017-192 approves the following budget transfers: increasing the Capital Improvement FDOT Grant account by $841,667; increasing the Capital Contribution account by $2,296,333; and increasing the Capital Improvement Infrastructure account by $3,138,000. This increases total city budget from $134,617,000 to $137,755,000. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2017-192. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2017-201 APPROVING A FACILITIES USE AGREEMENT FOR THE 2-111TH REGIMENT, AIRFIELD OPERATIONS BATTALION, FLORIDA ARMY NATIONAL GUARD TO PROVIDE LOCAL AIRPORT ADVISORY SERVICES DURING THE 2018 AMELIA ISLAND CONCOURS D'ELEGANCE. According to the agenda support documents Resolution 2017-201 approves the Facilities Use Agreement for the 2-111th Regiment, Airfield Operations Battalion, Florida Army National Guard to provide local Airport advisory services at the Fernandina Beach Municipal Airport during the 2018 Amelia Island Concours d'Elegance. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2017-201. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2017-202 APPROVING A BLANKET PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $75,000 FOR THE PURCHASE OF A USED MOTOR GRADER; AND PROVIDING FOR AN EFFECTIVE DATE. According to the agenda support documents Resolution 2017-202 approves the issuance of a blanket purchase order with a "not-to-exceed $75,000" clause for the purchase of a used Motor Grader.

Commissioner Ross questioned why a motor grader is being purchased. Facilities Maintenance Director Jeremiah Glisson explained the City sold its last motor grader because it had reached the end of its service life and has been sharing a motor grader with Nassau County since. The newly purchased motor grader is actually preowned but, given the cost of a new motor grader and the City's expected level of use, a preowned motor grader will sufficiently serve the City's needs.

Commissioner Smith, having spent his career in the construction industry, explained the importance of the City having its own motor grader. Vice Mayor Kreger noted the City needs its own motor grader for after storm beach cleanup and other work. **A motion was made by Vice Mayor Kreger, seconded by Commissioner**

Chapman to approve the Resolution 2017-202. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.1 RESOLUTION 2017-203 AWARDING A NOTICE OF INTENT FOR RFQ # 2017-04 (MARITIME ENGINEERING ASSISTANCE) TO OTAK GROUP, INC.; APPROVING A BUDGET AMENDMENT; APPROVING AN AMENDMENT TO THE FIVE YEAR CAPITAL IMPROVEMENT PLAN. According to the agenda support documents Resolution 2017-203 approves the recommendation of the Evaluation Committee regarding RFQ #2017-04 and awards a Notice of Intent to the OTAK Group, Inc. in the amount of $5,751,594 for repairs of the Marina's southern attenuator (identified as Project #01). Additionally approves $180,660 for the purpose of Project #01 construction management; a budget amendment in the Marina Buildings account; and an amendment to the Five Year Capital Improvement Plan to increase the amount for the Southern Attenuator to $5,932,300.

Otak Group Inc., President Mr. Aaron Kato, introduced himself and his company (Otak Group, Inc.) as a locally owned design/build marine and civil contracting firm, established in 2000. Mr. Kato gave a slide presentation detailing Otak Group Inc.'s technical and cost proposal for the Marina repairs along with a project milestone schedule to be completed within eighteen weeks. Otak Group Inc., Senior Project Manager Mr. Chris Oneski added additional comments to the schedule of events, milestones and approach to the project.

City Attorney Bach explained RFQ #2017-04 went out to bid as either design the three projects but let's just talk about Project #01; identified in the RFQ as the replacement of the Southern Attenuator. The other two projects are really not at issue tonight. City Attorney Bach stated when the RFQ went out it asked for either design or design/build. The City received in response, design from two firms, roughly, with costs, and you cannot, as just a design firm, send back the costs under State law so we (City) had to throw out those bids. The City received another bid from a company that had worked for the City before, so that firm could not enter a design or design/build bid. Accordingly, the bid submitted by Otak Group was the only one qualified under State law to sit before the Evaluation Committee. Prior to entering the Evaluation Committee meeting, City Attorney Bach spoke with the City Manager Martin and stated she thought the RFQ was messy to say the least and that rejection of all of the applicants/firms and it would be better if the City redid this process. City Attorney Bach noted Mr. Martin agreed, and they entered the Evaluation Committee meeting, which consisted of City Manager Martin, three others and some members of the public. This matter was discussed among those present, Otak representatives and Vice Mayor Kreger were also in attendance; a motion was made (during the Evaluation Committee meeting) and seconded to have this matter heard before the City Commission to decide whether RFQ #2017-04 should be awarded to Otak Group. City Attorney Bach further stated her recommendation(s) to the Evaluation Committee: the City could go forward with the Federal Emergency Management Agency (FEMA) funding being an issue for reimbursement for the project. City Attorney Bach met with Witt O'Brien's public assistance representative last week and the Otak Group regarding contract requirements to make sure everything was contained in this response to this RFQ that was required by FEMA and could be reimbursed and we weren't missing any costs and wouldn't have change orders, the Otak Group assured us that it was and our public assistance representative said that he felt this could go forward and get FEMA reimbursed, so we didn't have a problem with FEMA. Since these proposals went out with the City Commission agenda last week, I (City Attorney Bach) received calls, City Manager Martin received calls, and Commissioners received calls regarding the RFQ specifications and the responses back to those specifications and there are some concerns, that is not my concern, as the Attorney. As the Attorney, in the Evaluation Committee meeting, I said what happens when these things are challenged legally and that is the other firms that bid, those are the ones that have standing to challenge these and if we got a bid protest that my advice would be to reject all the bids, so the group decided again to move forward and

that's where we are here tonight. Did I miss anything Mr. Martin or Vice Mayor Kreger? Vice Mayor Kreger stated the discussion at the Evaluation Committee meeting was very specific and as the City Attorney said; that the RFQ was not quite up to the standards it should be. He was reassured in the Evaluation Committee meeting and in writing that the money would be reimbursed by FEMA and he (Vice Mayor Kreger) recommended approval. This project is already well behind where it should be. He has no problem with Otak Group and their qualifications.

Mayor Miller asked City Manager Martin to detail the names of those who attended the Evaluation Committee meeting. City Manager Martin responded that he, Fernandina Harbor Marina Manager Mr. Joe Springer, Captain Kevin McCarthy, Captain Scott Stewart, and two City employees were in attendance. City Manager Martin further clarified that Marina Manager Mr. Springer made the motion, which was seconded by Captain McCarthy to proceed with Otak Group, the vote was taken by ayes and nays and being all ayes, carried.

Mr. Tony Jones, 505 Starboard Landing, owner of Windward Sailing, has been in business twenty years operating out of the Marina, which needs to be fixed. The Marina has been closed for roughly sixteen months as 39,000 transient boats have passed by and the entire City is bleeding from not having the Marina repaired and operational.

Captain Scott Stewart, 2485 High Rigger Road, owner of Amelia Island Charters, stated his business is impacted every day by the Marina not being repaired, especially the dredging and realigning, which is Phase Two because it currently strands boats in the mud and affects charters going out. The hope is tonight the Commission will approve Phase One to get started that would be appreciated.

Mr. Lynn Williams, 1899 S. Fletcher Avenue, as a Florida Inland Navigation District (FIND) Commissioner has pushed hard to get the Marina fixed. FIND has given over $150 million dollars for marine contracts; his objection is this bidding process has been wrong from start to finish, most firms are not engineering and build, which is why there was only one bid and although Otak seems capable the date is aggressive making for a very tight project. Mr. Williams also noted the City's advertisement was not properly written and does not in any way comply with the Consultant Competitive Negotiation Act (CCNA). Vice Mayor Kreger commented that from what he has heard it is legal and he does not believe anyone will challenge. City Attorney Bach remarked this is not a black and white issue but it is defensible concluding that best practice warrants rejection of all the bids and essentially starts the process over. City Attorney Bach reiterated that she advised the Evaluation Committee members that rejection of all bids would be best; despite this advice the Evaluation Committee approved Otak Group. She (City Attorney Bach) believes the reason for the Evaluation Committee approval was the timeline (promised by Shrimp Boat Festival).

Commissioner Smith agreed with Mr. Williams; the advertisement was incorrect and this is a bad bid which should be thrown out. As a suggestion to the City Manager, a moratorium on bids should be placed until a proper bid process is established.

Commissioner Chapman stated he has pushed hard to get something done at the Marina however he is not happy what is before the Commission tonight. The City has procrastinated so long and now we are going to jump at this (Otak Group)? He has sat Chambers many times prior to being elected and repeatedly heard complaints on how the City does bids. Commissioner Chapman stated he agrees with Commissioner Smith: at some point the City needs to acknowledge and fix the bidding problem. The City is a multimillion dollar business that needs to ensure it's "ducks are in a row" including getting bids out

correctly. Questioning the timeline of Shrimp Boat Festival due to weather and other factors, if the dock does not open by that date what type of recompense will come to the City.

Commissioner Ross noted the only project being discussed tonight is Attenuator A, which has been out of service for fourteen months. Going forward there are expensive items that are not in the bid including but not limited to the electrical system, handicap accessible gangway and more. There are numerous concerns including the permits that the City is financially responsible for obtaining, language in the ordinances, timelines etc. City Manager Martin responded Applied Technology & Management (ATM) Manager Mr. Rob Semmes, advised the State has issued the permit although it has not been received as yet but is expected.

Commissioner Smith reminded all that doing any repair work prior to receiving FEMA money will not be approved. Commissioner Ross queried the Commission as to the quickest way forward in a timely manner so that it doesn't happen again. City Manager Martin noted the first step would be to prepare an RFQ in full compliance with CCNA, to solicit a marine design professional as the City does not currently have a professional services contract or a contract with a marine design professional that will comply with FEMA guidelines. Noting CCNA standards apply to projects over $325,000. City Attorney Bach noted whether CCNA applied to a design criteria package and vowed to research also noting that design/build would be the quickest process. Commissioner Smith concurred that design/build is much faster and also interjected that FEMA will pay for upgrades for electrical to meet current codes. Vice Mayor Kreger believes that City staff can come up with a process and a true cost concurring that the design/build is a faster process and agreeing rejecting the bids and reconvening is the next step.

Commissioner Chapman hopes as Marina repairs proceed, that the Marina is being built for the future not as it was previously. In making up for lost time, the Marina needs to attract bigger boats that will spend more money locally. Noting there is a cost to doing business and there will be a return on investment. Dragging out the process because FEMA won't reimburse is not the answer and suggested being more forward.

A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to reject Resolution 2017-203 and reconvene (with new bids) at the January 16, 2018 City Commission regular Meeting. Commissioner Ross requested the motion be amended to include having staff make recommendations, at the January 16, 2018 City Commission Regular Meeting, on the pros and cons of using a design/build firm or having an engineer to oversee the entire project. **Vice Mayor Kreger approved the amendment to the motion.** Commissioner Chapman opined he hopes the Marina will be rebuilt to serve the City's future needs and that repairs begin to move forward expeditiously. Mayor Miller agreed a better job could have been done with the bid process. Based on upon his research the City has a floating dock and the reality is there will be more hurricanes/storms. Using new technology to provide protection from the storms that can be done quickly and properly is important and it appears Otak is capable although the bid process was incorrect. Otak Group Inc., Senior Project Manager Mr. Chris Oneski noted new technology can withstand up to 100 mph winds however not with the current pile design. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2017-204 DECLARING THE OFFICIAL INTENT OF THE CITY TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT FOR EXPENSES TO BE INCURRED WITH RESPECT TO A CERTAIN PROJECT. According to the agenda support documents Resolution 2017-204 approves reimbursement to the City from a future debt issue for costs related to the Marina rebuild project including the southern attenuator incurred before the debt is issued. **Resolution 2017-204 was removed from consideration.**

7.3 RESOLUTION 2017-205 APPROVING THE AWARD OF RFP #2017-23 TO MCLAREN ENGINEERING GROUP FOR THE ENGINEERING AND RE-EVALUATION OF BRETT'S; APPROVING AN AMENDMENT TO THE CDBG ECONOMIC DEVELOPMENT FUND FOR FY 2017/2018. According to the agenda support documents Resolution 2017-205 approves the award of RFP #17-23 to McLaren Engineering Group in an amount not to exceed $14,285 and approves the transfer of $14,285 from the CDBG Economic Development Improvements account to the CDBG Economic Development Professional Services account.

Commissioner Ross wondered aloud as to why the City was doing this, possibly to shield the City from liability and public safety. As a patron of Brett's, the belief is the building is safe considering the storms it has weathered and it is the "glue" that holds downtown together. City Attorney Bach stated the City is in receipt of two contradictory reports from professional engineers, one says Brett's is falling into the sea and the other report says it is fine. City Manager Martin reported it was brought to staff's attention and there were two conflicting reports and this is an attempt to mediate as the reports are discussed.

Vice Mayor Kreger wondered if the second engineer report indicates the structure is unsafe, will Brett's Waterway Café be closed. The recommendation is to award the high bidder not the low bidder. Commissioner Smith questioned awarding the bid when the price was nearly double the other bid for essentially doing the same work with the reason being one company is larger than the other. The current bid process is inexplicable and spends more money than is necessary.

Mayor Miller's understanding is City staff observed safety issues which prompted the business owner to hire an engineering company to assess safety issues. The conclusion of the business owner hired engineer report is the structure integrity was safe. Public safety is the number one priority. The question is what if the engineer condemns the building. The owner should be responsible for taking care of the building. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2017-205 and award RFP 2017-23 to Pi-Tech, Inc.** City Attorney Bach noted that based on the structural engineer assessment, the City Building Official can close the building if it is unsafe. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2017-206 APPROVING THE FACILITIES USE AGREEMENT FOR YOUTH SPORT LEAGUES BETWEEN THE CITY OF FERNANDINA BEACH AND AMELIA ISLAND YOUTH SOCCER CLUB; AUTHORIZING EXECUTION. According to the agenda support documents Resolution 2017-206 approves the Facilities Use Agreement for Amelia Island Youth Soccer Club effective from January 2018, through December 2021. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger to approve Resolution 2017-206. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried**.

7.5 RESOLUTION 2017- 207 APPROVING THE SOLE SOURCE PURCHASE OF A CARDIAC MONITORING DEVICE (LIFEPAK) AND AUTOMATIC CHEST COMPRESSION SYSTEM (LUCAS) FOR THE FIRE DEPARTMENT FROM PHYSIO CONTROL, INC.; AUTHORIZING EXECUTION. According to the agenda support documents Resolution 2017-207 approves the sole source purchase of a cardiac monitoring device (LIFEPAK) and an automatic chest compression system (LUCAS) in the amount of $62,754.91 from Physio-Control, Inc.

Commissioner Ross asked Fire Chief Ty Silcox to explain the device and necessity. Fire Chief Silcox detailed that studies have shown chest compressions increase survival rates and, this system along with the monitor and defibrillator, work to assist patients during the critical time elapsing between the actual

event, transport and hospital arrival. Commissioner Ross noted the City EMT team is in the top 5% of the country in expediting patients to the hospital and commended the entire Fire Department staff for doing an amazing job.

Mayor Miller also expressed pride in commending our safe beaches; reiterating that public safety is the number one priority. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2017-207. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.6 RESOLUTION 2017-208 APPROVING AMENDMENTS TO THE STORMWATER FUND BUDGET FOR FISCAL YEAR 2017/2018: APPROVING AN AMENDMENT TO THE FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2017/2018. According to the agenda support documents Resolution 2017-208 approves a transfer of $19,500 to the Stormwater Improvements account from the Stormwater Reserve account and a transfer of $18,500 from the Stormwater Reserve account to the Stormwater Contractual account. Also amends the five-year Capital Improvement Plan by adding the Ash Street Pipe Lining project, postponing the North Fletcher Park Drainage project, and adding the Lisa Avenue / Ft. Clinch Drainage project.

Stormwater Manager Mr. Andre Desilet, explained that upon examination of the area, old clay stormwater pipes, believed to have been installed in 1950's, have been discovered. These newly discovered clay pipes need to be repaired, relined or replaced. Also the French drain for the North Beach Main parking lot is perceived to be a more critical project and funds will be moved from the City's reserve account to make up for the difference in the project cost. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2017-208. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 RESOLUTION 2017-209 AUTHORIZING THE ISSUANCE OF AN AIRPORT REFUNDING REVENUE NOTE, SERIES 2017 OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $1,450,000 TO FINANCE CERTAIN AIRPORT IMPROVEMENTS AS DESCRIBED HEREIN, TO CURRENTLY REFUND ALL OF THE CITY'S OUTSTANDING AIRPORT REVENUE NOTE, SERIES 2007, AND TO PAY ASSOCIATED TRANSACTIONAL COSTS; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NET REVENUES OF THE AIRPORT, AND, IF NECESSARY, NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED IN AN AMOUNT SUFFICIENT TO PAY THE DEBT SERVICE REQUIREMENT, ALL AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES, AND REMEDIES FOR THE OWNERS OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH. According to the agenda support documents Resolution 2017-209 approves the execution of various documents pertaining to the Airport Refunding Revenue Note.
Airport Manager Mr. Nathan Coyle gave a presentation and update on the airport terminal construction project and, as directed, provided information regarding the effects associated of terminating the project. In consulting with City Attorney Bach it is anticipated there would be repayment grant funds to date totaling $1.8 million dollars to terminate the F&G Construction agreement, repayment of $337,000 to Eight Flags Aviation and it is perceived that granting agencies would not look favorably upon request for this or possibly other projects in the future.

Commissioner Ross questioned what would happen if the project was "killed" tonight, what is the impact and total the City would owe. City Attorney Bach responded monies owed would include $562,000 to

Eight Flags Aviation plus terminating the lease without cause that could potentially result in approximately $2.5 million dollars in repayments.

Commissioner Smith asked if the Airport terminal building construction schedule was on track. Airport Manager Mr. Coyle responded since ground has been broken, the schedule has not slipped and weekly update meetings are taking place to ensure accuracy. City Manager Martin noted Public Information Officer Mary Hamburg is working with Mr. Coyle to make the schedule updates available to the public.

Vice Mayor Kreger mentioned that outside of the $2 million dollars there is no fixed base operator (FBO). Mr. Coyle validated the statement noting the existing FBO incurred substantial water damage during the hurricane and is not in good condition to continue operations past the existing lease with McGill Aviation. The airport is working out of a trailer and doesn't have space to offer new FBO leasehold.

Airport Manager Mr. Coyle noted that in 2021 a capital expense is building six t-hangars for rent or lease with revenue reaching approximately $22,000 per year. Vice Mayor Kreger commented the potential deluxe motor coach facility could bring upwards of $70,000 per year and will be presented to the Planning Advisory Board.

Mr. Andrew Curtin, 1227 South Fletcher, rents hangar ten and sixteen. His focus is on the Airport enterprise fund which will be depleted as part of the construction costs, summoning the Commission to take a step back and build a conventional structure that would cost only half of what is projected and would preserve the enterprise fund.

Mr. Robert Erickson, 30 South 3rd Street, concurred with Mr. Curtin and stated as an experienced corporate pilot having flown into numerous airports, the most important aspects are a clean building, clean restrooms and cheap fuel. In conclusion, the new construction is too "fancy" and will not be a draw for pilots to land in Fernandina Beach.

Vice Mayor Kreger questioned whether the agenda item was about borrowing money or take it out of reserves, to consider killing the project would be "ludicrous". Comptroller Patti Clifford stated money would need to be borrowed to complete the project. Commissioner Ross asked what the consequences are if the agenda item was not approved. Ms. Clifford replied devising a Plan B would be needed, shutting down the project and possibly taking the money from the reserve to pay items off. Commissioner Smith remarked, as the only Commissioner who initially voted against the project, stopping it at this point is senseless as there is too much invested and would be even costlier. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2017-209. Vote upon passage of the motion was taken by ayes and nays and being all ayes as follows:**

Vice Mayor Kreger:	**Aye**
Commissioner Smith:	**Aye**
Commissioner Chapman	**Aye**
Commissioner Ross:	**Nay**
Mayor Miller:	**Aye**

Motion carried.

7.8 RESOLUTION 2017-210 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018 FOR ITEMS RELATED TO HURRICANE IRMA DEBRIS. According to the agenda support documents Resolution 2017-210 approves budget amendments for Hurricane Irma debris removal

related invoices and approves increasing the Total City Budget from $138,877,010 to $139,826,454. Comptroller Clifford noted this will be the first of several Hurricane Irma budget amendments to get the big debris dollars to alleviate the Streets budget. The $306,000 from the state of Florida was delayed due to an upload issue and a new public assistance consultant has been assigned to assist in filing the required documents and freeing up the funds. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2017-210. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried**.

7.9 RESOLUTION 2017-211 APPROVING THE COOPERATIVE PURCHASE AND INSTALLATION OF SHADE STRUCTURES AT EGAN'S CREEK PARK, MARTIN LUTHER KING PARK, AND MAIN BEACH PARK FROM GAMETIME. According to the agenda support documents Resolution 2017-211 approves the purchase of six shade structures from GameTime in the total amount of $111,119.82. Commissioner Smith questioned the bidding process and asked about price checks and backup documents showing research. Parks and Recreation Director Ms. Nan Voit responded that prices were checked with different vendors, styles and shade structures reviewing for quality, cost effectiveness and safety.

Commissioner Chapman added that while he served as a Parks and Recreation Advisory Board member this issue arose because much of the City equipment is exposed to extreme weather and is a hazard to citizens risking getting burned by hot metal equipment. Commissioner Smith questioned the $111,000 price tag noting historically people have been going to open parks for years. Vice Mayor Kreger said it is not a question of need but a question of purchases and processes. A major goal is to gain tight control of purchasing and get better prices. Mayor Miller suggested agreeing to discuss purchasing issues at a future meeting to refrain from repeating debate on each agenda item. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2017-211. Vote upon passage of the motion was as follows:**

Vice Mayor Kreger:	**Aye**
Commissioner Smith:	**Nay**
Commissioner Chapman	**Aye**
Commissioner Ross:	**Aye**
Mayor Miller:	**Aye**

Motion carried.

7.10 RESOLUTION 2017-212 DESIGNATING NINE TREES LOCATED WITHIN THE CITY ON PUBLIC RIGHTS-OF-WAY AS HERITAGE TREES. According to the agenda support documents Resolution 2017-212 approves the designation of each of the two public trees as a "Heritage Tree" under Land Development Code, Section 4.05.15.approves the designation of each of the nine public trees as a "Heritage Tree" under Land Development Code, Section 4.05.15. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2017-212. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

Ms. Margaret Kirkland, 1377 Plantation Point Drive, applauded citizen Ms. Peggy Lehosit and Community Development Department Senior Planner Kelly Gibson for their hard work and efforts in getting the trees assessed and submitted. This is an underappreciated program that educates the public on the value of trees, historically, esthetically and environmentally. The local trees are also a draw that has benefitted the island economically. Mayor Miller stated that he and City Attorney Bach would be travelling to the state capital to address the preemption bill regarding tree removal.

7.11 RESOLUTION 2017-213 DESIGNATING TWO TREES LOCATED WITHIN THE CITY AT 324 AND 424 ELM STREET AS HERITAGE TREES. According to the agenda support documents Resolution 2017-213 approves the designation of each of the two public trees as a "Heritage Tree" under Land Development Code, Section 4.05.15. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2017-213. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 BOARD OF TRUSTEES OF THE FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN - one appointment. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith, to reappoint Mr. Karl Ashley. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

AWARDS: City Manager Martin announced the City Employee Service Awards were held last Friday and recognized 20 year Firefighter Adam Loud, 25 year veteran Captain Jim Norman and Utilities employees Joshua and Gabriel Davis.

SANITATION: City Manager Martin stated the sanitation proposals have been submitted, four were received and will be reviewed next week.

VISIONING SESSION: City Manager Martin announced the vision session is tentatively scheduled for Wednesday January 24th 9a-3pm at the golf course and asked that anyone who had scheduling issues please let him know.

FIREFIGHTERS AGREEMENT: City Manager Martin reminded that an executive session in the near future to review the firefighter's collective bargaining agreement.

PERMIT: City Manager Martin received the NW3 permit for demolition of the Venturo property, the permit is on a 5 year cycle (with 4.5 remaining on the current permit) to tear down and rebuild.

HOLIDAYS: City Manager Martin also reminded that City offices will be closed in observance of the holiday on Monday December 25 and Tuesday December 26, wishing all a Merry Christmas.

CITY ATTORNEY REPORTS:

WELCOME: City Attorney Bach welcomed the new commissioners and is looking forward to working together.

HOLIDAY: City Attorney Bach wished all happy holidays noting that she would be out of the office from December 27th through January 1.

CITY CLERK REPORTS:

WELCOME: City Clerk Best welcomed the new commissioners and expressed her enjoyment in working with them through the election and inaugural process.

CONGRATULATIONS: City Clerk Best extended congratulations to City Employee of the year, Maintenance Department Administrative Coordinator Ms. Cathy Sabatini, a wonderful, hard working person.

MAYOR/COMMISSIONER COMMENTS:

CONGRATULATIONS: Vice Mayor Kreger congratulated City Attorney Tammi Bach on being appointed to the Florida Municipal Attorneys Association Board of Directors.

CONDOLENCES: Vice Mayor Kreger extended condolences to Lorelei Jacobs, Grants Administrator on the loss of her Mother.

PARK: Vice Mayor Kreger commented that the Airport Advisory Committee supported going forward with the proposed RV Park at the airport and address the land use issue that would need to be amended. The park could potentially provide $100,000 in revenue to the airport.

CEREMONY: Vice Mayor Kreger attended a ceremony for Nassau Habitat for Humanity that received a check for $70,000 from Publix Grocery to assist with affordable housing in the community and encouraged other local corporations to take note.

HOLIDAYS: Commissioner Smith wished all a Merry Christmas and Happy New Year.

THANK YOU: Commissioner Chapman wished all happy holidays and thanked city staff for their kindness and patience in guiding him through the inaugural process.

PORT: Commissioner Ross mentioned that a new port operator will be taking affect and asked if the commission would be interested in revisiting the proposal that was adopted last year but not enacted.

HOLIDAY: Commissioner Ross wished all a happy holiday.

SUGGESTION: Mayor Miller noted a unique ashcan was placed at Main Beach that is a genius idea to help control cigarette butts on the beach and suggested more be placed.

SUPPORT: Mayor Miller noted that several local bartenders will be participating this Thursday in a fund raiser to support a local family in need.

HOLIDAY: Mayor Miller wished all happy holidays!

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 9:30pm

ATTEST:

CAROLINE BEST City Clerk	JOHN A. MILLER Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Workshop on Tuesday, January 2, 2018 at 5:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Roy G. Smith, Philip Chapman, and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

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

4.1 REVIEW CITY COMMISSION RULES OF PROCEDURE AND GOVERNING DOCUMENTS OF THE CITY: City Attorney Bach presented an overview of City's governing documents: Commission Rules of Procedure, the City Charter, Code of Ordinances, Comprehensive Plan, Land Development Code regulations, Sunshine Law, and ethics training. City Attorney Bach then reviewed the roles and responsibilities of the City's charter officers as well as the commission conduct of meetings.

5. DISCUSSION: Commissioner Ross inquired about voting and after the result is announced and whether a vote can be changed afterward. City Attorney Bach explained once the vote is called by City Clerk Best that is technically the announcement unless the Mayor interjects with pass or fail. A vote can be changed before the last commissioner is asked to vote. A motion cannot be made to reconsider a vote if on the failing side. A motion to reconsider is passed on a majority vote with time allotted until the end of the following commission meeting.

Commissioner Chapman asked that Section 6.1(a) be rewritten to reflect allowing people longer than the fifteen minute window to submit a request to speak form to the City Clerk. City Attorney Bach queried the commission and ***it was consensus of the City Commission to delete the fifteen minute rule.***

Commissioner Ross questioned 6.1(d) and its consequences. City Attorney Bach explained after a quasi-judicial or formal public hearing is closed there is no longer an opportunity for the public to speak however, if at any other time an audience participant raises their hand, they are granted an opportunity to speak and 6.1(d) could be deleted. Mayor Miller and Vice Mayor Kreger agreed that the current rule is working well and the public should not be stifled.

Commissioner Smith asked why non city residents are allowed to speak at meetings. City Attorney Bach explained as of 2013 it is state law that every member of the "public" is granted an opportunity to speak. City residents are given the opportunity to speak first.

Commissioner Ross asked what the process is for getting an item on the agenda. City Attorney Bach explained the City Manager is contacted regarding a commissioner's request to add an agenda item and offered that the commission could have the ability to go directly to the City Manager with their request. City Manager Martin noted it is three full Fridays prior to a commission meeting is the deadline to submit an agenda item.

Vice Mayor Kreger clarified that presentations go through the City Manager for approval although there is a question as to whether it is equitable as to who gets to present. City Manager Martin explained presentations are limited to ten minutes although further workshops can be scheduled if it is a weighty topic.

Commissioner Ross advised per Attorney General Opinion 75.305 action can be taken on an item not on the agenda, most of the time.

Commissioner Ross questioned the use of social media and the law. City Attorney Bach responded the same Attorney General Opinions apply to social media. City Clerk Best reported the City has software: Archive Social which captures tweets, posts, metadata, etc. and can be set up for any commissioner. Capturing commissioner social media posts as they relate to City business data is Florida Statute driven. Vice Mayor Kreger offered the First Amendment Foundation is the guru of the Sunshine Law and it may be introspective to find out their perspective on social media. ***City Attorney Bach responded each and every word of public record must be kept however she will request specific language and an Opinion from the Attorney General's Office.***

Commissioner Ross broached Attorney General Opinion 89.23 to distribute material to commissioners prior to their meetings. Commissioner Smith mentioned a recent incident involving email and voting then specifically stated he does not want to know how his fellow commissioners will vote on any particular item. City Attorney Bach reported the definition of polling is gathering information and communicating it to other commissioner(s). Mayor Miller noted adhering to the Sunshine Law and being conscientious about discussions that may be in violation.

Commissioner Ross asked the commissioners for opinions on discussions about voting ahead of commission meetings. Commissioner Smith expressed his opposition in discussing votes prior to meetings. Mayor Miller noted he refrains because it's important to hear from the public prior to meetings. Vice Mayor Kreger recalled a former commissioner posted his opinions on social media as a means to inspire dialogue from the public, it isn't his personal prerogative to discuss his vote. Commissioner Chapman concurred it's important to hear from the public and keep communication open however it would not necessarily sway his opinion. Commissioner Ross prefers to have voting discussions ahead of the meetings to allow time for research and preparation. Commissioner Smith interjected he is opposed to discussing votes prior to meetings as it could have negative impact and repercussions. After additional discussion City Attorney Bach concluded that receiving memorandum on agenda items prior to meetings is beneficial and should be devoid of any voting information. In an effort to archive correspondence as required by state law, emails should be sent and received using City assigned email addresses. City Clerk Best noted that, by default, copying a charter officer is also a way to capture and archive email correspondence on City server(s). City Attorney Bach emphasized emails being sent amongst commissioners should first be sent to a charter officer who will then forward to the commissioner(s). City Attorney Bach proposed a future date of Tuesday February 6th to continue the Workshop as time elapsed and several topics had yet to be covered including Sunshine Law.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:54 pm.

ATTEST:

CAROLINE BEST City Clerk	JOHN A. MILLER Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, January 2, 2018 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Roy G. Smith, Philip Chapman, and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was given by American Legion Chaplain Bruce Malcolm.

4. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AFENDA OR ITEMS ON THE CONSENT AGENDA: No individuals spoke to this item.

5.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the Regular Meeting of August 1, 2017 and the Canvassing Board Meeting Logic and Accuracy Testing of the Automatic Tabulation Equipment of December 5, 2017 were presented for approval. Staff recommended approval as presented. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

5.2 RESOLUTION 2018-01 APPROVING TEN ADDITIONAL APPLICATIONS FOR CITY SEWER, REFUSE, AND STORMWATER EXEMPTION FOR FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-01 approves ten additional applications for exemption of payment for City Sewer, Refuse, and Stormwater costs for the months of October 1, 2017, through September 30, 2018.

Commissioner Ross remarked this is great and should be done, however what are the guidelines and how is this promoted to the public as funds are not often depleted. City Manager Martin explained historically it's been managed through the Nassau County Council on Aging for residents age 60 and older. Commissioner Ross suggested eliminating the minimum age and opening it up to individuals in need. Income has been adjusted to Federal standards based upon a two family household and suggestions to promote awareness including public outreach, publishing in local papers and on social media.

Vice Mayor Kreger suggested reaching out to the Barnabas Center that deals with financial needs issues and that the money in the fund should definitely be used. Commissioner Smith asked if water was included. City Manager Martin responded no however it could be expanded to include water and a report would be requested from utility billing. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-01. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

5.3 RESOLUTION 2018-02 APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT DEFENSIVE DRIVER SAFETY TRAINING: According to the agenda support documents Resolution 2018-02 approves a Facilities Use Agreement with Driving Dynamics, Inc. for defensive driver training at the Fernandina Beach Municipal Airport. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger to approve Resolution 2018-02. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.1 RESOLUTION 2018-03 APPROVING A NON-AERONAUTICAL RENTAL AND USE AGREEMENT WITH RUSSO AND STEELE, LLC; AUTHORIZING THE USE OF AIRPORT PROPERTY BY THE RUSSO AND STEELE COLLECTOR AUTOMOBILE AUCTIONS: According to the agenda support documents Resolution 2018-03 approves a Non-Aeronautical Rental and Use Agreement with Russo and Steele, LLC allowing for execution of a vehicle auction at the Fernandina Beach Municipal Airport.

Vice Mayor Kreger explained he had a discussion with City Attorney Bach and Airport Manager Mr. Nathan Coyle regarding the termination of the contract which is slated to last ten years. The Airport Advisory Committee also recommends this agreement. Airport Manager Mr. Coyle explained the contract in detail including termination provisions which could be affected by the lessor, lessee or the Federal Aviation Administration (FAA). Without a long term agreement which locks in revenue from special events, it is wise to consider the use of event funds moving forward so as not to be dipping into other funds or creating new debt.

Commissioner Ross inquired as to why there aren't long term agreements with other vendors. City Attorney Bach responded there is a five year agreement with Bonham's. City Manager Martin clarified the Bonham's event is held on the Fernandina Beach Municipal Golf Course and event organizers will most likely approach the City for an extended agreement. Since Mr. Martin began his employment with the City, there have been annual events, mostly parking needs, at the airport. Airport Manager Mr. Coyle surmised that long term agreements afford predictability as a funding source. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-03. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 THIRD READING OF ORDINANCE 2017-23 AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES OF THE CITY IN REGARDS TO STREETS, SIDEWALKS AND OTHER PUBLIC PLACES BY CREATING SECTION 70-7 REGARDING NEWS RACKS WITHIN THE HISTORIC DISTRICT; SPECIFYING PERMIT PROCEDURES AND PROHIBITIONS REGARDING NEWS RACKS IN THE PUBLIC RIGHT OF WAY; PROVIDING FOR SPECIFIC LOCATIONS FOR THE PLACEMENT OF CITY-APPROVED NEWS RACKS IN THE HISTORIC DISTRICT; PROVIDING FOR REMOVAL BY THE CITY OF ABANDONED AND IMPERMISSIBLE NEWS RACKS; PROVIDING FOR AN APPEALS PROCESS: According to the agenda support documents Ordinance 2017-23 amends Section 70 of the City Code pertaining to news racks. City Attorney Bach requested Ordinance 2017-23 be postponed until the March 13th City Commission Regular Meeting. **A motion was made by Commissioner Smith, seconded by Commissioner Ross to postpone Ordinance 2017-23 until the March 15th City Commission Regular Meeting.** City Attorney Bach explained after the second reading of Ordinance 2017-23, she had discussions with Fernandina Main Street and area publications regarding concerns related to the color of existing newsrack boxes and lettering on existing newsrack boxes. City Attorney Bach expressed hesitation in requiring lettering uniformity as it may be a violation of the First Amendment. Commissioner Ross requested the Commission take into consideration several issues prior to the March 15th Regular Meeting including the cost to replace or refurbish newsrack boxes, the availability of black boxes, a proprietor's option to have their own boxes and numerous boxes that are owned by the City that would not be allowed under the proposed ordinance. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

MEETING: City Manager Martin reported that interim Port Manager Ms. Laura DiBella is trying to coordinate a meeting during one of the upcoming February or March City Commission Regular meetings with Mr. Ragucci.

ALACHUA STREET OPENING: City Manager Martin noted he received a letter from the Florida Department of Transportation (FDOT) regarding the Alachua Street Railroad Crossing opening which Commissioner Ross wanted to discuss. City Manager Martin noted he requested a meeting with the railroad to begin facilitating the solidification of the process. Commissioner Ross expressed concerns regarding moving forward with opening the Alachua Street Railroad Crossing. Referring to verbiage in the December 28, 2017 letter from FDOT that states satisfaction of "certain conditions" which is not defined. The opening has been discussed since 1976 and needs resolution, an 1886 ordinance, if still in effect, states the railroad would be responsible for bearing costs associated with opening the Alachua Street Railroad Crossing. Commissioner Ross also referenced a title opinion written April 4, 2009 by Mr. Clinch Kavanaugh, Esquire regarding Front Street ownership rights. Vice Mayor Kreger agreed "certain conditions" need to be known as do stormwater and resiliency issues. Expediting getting the railroad involved is critical as they facilitate the process and do all of the specifications; including FDOT in meetings is essential. The money is in the budget with $800,000 to borrow. Commissioner Chapman expressed concern for this big ticket item including unanswered questions regarding Front Street repairs, the waterfront, the marina and the future of the port. ***The consensus of the City Commission was to direct City Attorney Bach, and City Manager Martin to put together a team and meet with FDOT and other appropriate officials to discuss requirements and direction for the way forward by February 1, 2018. These discussions are to include Front Street title matters.***

THANK YOU: City Manager Martin thanked Light up Amelia and Florida Public Utilities for sponsoring the New Year's Eve Shrimp Drop event.

HOLIDAY: City Manager Martin announced City offices will be closed in observance of the Reverend Dr. Martin Luther King Jr. holiday on Monday, January 15th and reminded all of the downtown parade celebration beginning at 10am.

WORKSHOP: City Manager Martin noted a City Commission Executive Session will be conducted Tuesday January 16th, a Visioning Workshop on Tuesday January 24th, the Amelia Island/Fernandina Beach/Yulee Chamber of Commerce Gala is the evening of Wednesday January 25th and the annual Police Awards Banquet is Thursday January 26th.

MARINA: City Manager Martin stated he and Commissioner Ross met on Tuesday, January 2nd to discuss the direction of the marina.

CITY ATTORNEY REPORTS:

2018: City Attorney Bach wished all a happy new year.

CITY CLERK REPORTS:

2018: City Clerk Best wished all a happy new year.

CONDOLENCES: City Clerk Best expressed condolences to the Neely family on the loss of Ms. Ruth Neely who served on the City Commission and numerous City advisory boards during the 1980's. Ms. Neely was intelligent, articulate and helped establish City policies still in effect today, she was a

trailblazer who will be missed forever.

MAYOR/COMMISSIONER COMMENTS:

MARINA ATTENUATOR A: Commissioner Ross presented a slide depicting two possible scenarios to repair/replace the Marina Attenuator A; scenario A) qualify and hire one firm, scenario B) qualify and hire two firms. Commissioner Smith, who noted his construction/engineering background, expressed concern about Commissioner Ross' scenario A as having an incorrect process.

Vice Mayor Kreger noted the Marina Attenuator project went to bid December 22, 2017 and bids are due back January 12, 2018. Vice Mayor Kreger explained the City can do one of two things: design/bid or design/bid/build. The design/bid/build criteria requires a design criteria professional to come up with some plans. Noting the $6 million dollar project price point is key; if bids come back under $35,000 we should snatch it up right away and follow the design/build process. If bids come back over $35,000 the Request for Qualifications (RFQ) process should be followed. The City Manager ultimately has to make a decision based on the design professional submittals.

Commissioner Ross clarified his suggestion is to hire one trusted firm through the RFQ process to complete all the necessary work involved as opposed to the piecemeal process which is more complicated in dealing with various entities. Vice Mayor Kreger noted the RFQ process is not efficient or cost effective. The design/build process is the way to get it done. City Attorney Bach stated the Design Criteria package would include all the components that need to be completed. Commissioner Smith added Federal Emergency Management Agency (FEMA) information can be added to the design/build criteria. Having done this in the past design/build is the way to go and expedites the process.

Commissioner Ross expressed confusion for the process and disputed cost efficiency, believing the broken pilings are an imminent concern as well as the electrical noting it's inexplicable that these are not being resolved prior to hiring a design/build team. Commissioner Smith replied his extensive construction experience has proven it's more expeditious and cost effective to do a design/build which is in fact the FDOT process. Commissioner Ross disagreed and stated Applied Technology Management (ATM) would do the entire job for $55,000 and although he understands the process, his presentation illustrates the most effective way to get the job done and suggested a variance as a way to get the process started. City Manager Martin added any decision will be made considering all five Commissioners input.

PROPOSED BUDGET VARIANCE REPORT: City Manager Martin explained Commissioner Ross has requested Finance Department Comptroller Patti Clifford's monthly report be more stream lined and to focus on any variances to the budget that may warrant City Commission attention. ***The consensus of the City Commission was to direct City Manager Martin to work with Finance Comptroller Patti Clifford on generating a monthly report which is more easily understood.***

HOUSING NEEDS ASSESSMENT: Commissioner Ross asked Vice Mayor Kreger about the housing needs assessment scheduled to be completed January and will cost a budgeted $10,000. Vice Mayor Kreger responded the housing needs assessment is on track to be timely completed.

DERELICT VESSELS GRANT: Commissioner Ross asked for consensus from his fellow Commissioner to request grant funding to remove abandoned/marooned boats located in the Amelia River and adjacent

to the marsh. ***The consensus of the City Commission was to allow Commissioner Ross to pursue derelict vessel grants on behalf of the City of Fernandina Beach.***

PORT COMPREHENSIVE PLAN: Commissioner Ross requested the City review and approve the Port Comprehensive Plan and suggested City Commissioners meet with Port Commissioners to discuss the ports future plans.

2018: Commissioner Chapman wished all a happy new year.

WORKSHOP: Commissioner Chapman expressed he would like to plan a Visioning Workshop for the downtown merchants and other downtown organizations to better understand their vision for downtown.

THANK YOU: Commissioner Chapman thanked city staff, especially the technology department for their assistance in onboarding.

TIME MANAGEMENT: Commissioner Smith suggested Commissioners "get their thinking back" and limit being "spread out all over the place" by discussing too many concerns/issues at the same time. Commissioner Smith desires better time management in order to maximize Commission productivity.

EVENTS: Vice Mayor Kreger will attend the annual Bridging the Gap event at the Macedonia AME Church and the January 13th annual Martin Luther King memorial breakfast at the Atlantic Avenue Recreation Center.

GOALS: Vice Mayor Kreger stated he published his annual goals and is hopeful they will elicit public input prior the January 24th City Commission Visioning Session.

2018: Vice Mayor Kreger wished all a happy new year.

WEATHER: Mayor Miller noted the impending inclement weather and announced there are no plans to close city facilities, services or bridges at this time and suggested the Commission consider an emergency shelter area and/or transportation to county shelters should it be necessary.

2018: Mayor Miller wished all a happy new year.

ADJOURNMENT: There being no further business to come before the Commission, the meeting was adjourned at 7:27 PM

ATTEST:

CAROLINE BEST City Clerk	JOHN A. MILLER Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, January 16, 2018 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Roy G. Smith, Philip Chapman, and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. Reverend Noel Roberts of North 14th Street Baptist Church was not in attendance to give the invocation.

4.1 PRESENTATION-AMELIA ISLAND BIKE TRAILS: Mr. Phil Scanlon, President of the Friends of Amelia Island Trail organization, provided a presentation on expanding and funding Amelia Island bike trails. The goal is to become the best place in Florida to walk, run and bicycle safely and have the Commission approve a Resolution for a five year commitment.

Commissioner Ross asked how the City could get a safe bike trail to downtown Fernandina. Mr. Scanlon explained the multilevel approval process and the need for state funding which is dependent on initial approvals at the city and county level.

Vice Mayor Kreger supports the plan and explained the priority is balancing monies among other city needs is necessary and needs to be reviewed more closely. Mr. Scanlon concurred money is always an issue however the state is willing to spend $260,000 to improve 8th Street if the City is willing to spend $2000 for maintenance.

Commissioner Chapman commented it is an awesome idea and suggested corporate sponsorship.
A suggestion would be to add loaner bikes to the docks for use by transient boaters and other visitors to get around town.

Commissioner Smith suggested it may be smarter and safer to put the trail on 9th Street. Mr. Scanlon responded it is dependent on funding stating a plan without funding is a wish.

Community Development Department Senior Planner Ms. Kelly Gibson, explained there is a study for 9th Street and a planned community outreach workshop with a presentation to be held at the Peck Auditorium on February 1, 7-9:30pm.

Vice Mayor Kreger cautioned the Commission on responding to funding noting citizen's top priority, per the survey, is purchasing conservation land. ***The consensus of the Commission is for City staff to draft a Resolution and discuss moving forward with the plan and funding at the City Commission Visioning Workshop to be held January 24th 9am - 3:00pm at the Fernandina Beach Municipal Golf Course.***

4.2 BUDGET SUMMARY: Comptroller Patti Clifford was available to answer any questions regarding the budget summary for December 2017. Commissioner Ross asked about projections, gains and insurance. Ms. Clifford responded the City does not do projections, gains are on target and the City was denied insurance for the marina due to waves; other insurance premiums require riders that are exorbitantly expensive.

Commissioner Chapman thanked Ms. Clifford and city staff for the extra unpaid time spent working on weekends.

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

SAFETY ON NORTH 14th STREET: Ms. Jennifer Harrison, 820 Somerelus Street, explained the portion of North 14the Street starting at Broome Street is too narrow; traffic has become oversized and voluminous with commercial trucks, residential growth and boat trailers endangering pedestrians and bicyclists. As a county road and having spoken to County Commissioners in the past, nothing has been done to date; Ms. Harrison implored the City Commission to reach out before there is a serious incident.

SAFETY – FRONT ST: Mr. Kevin McCarthy, 2220 Florida Avenue, expressed support for the proposed bike trails and alerted the Commission of the still a gaping hole (due to Hurricane Matthew) in the parking lot/walkway located on the northeast corner of Brett's Waterway Café which creates traffic problems, is unsightly and a safety concern. Mr. McCarthy suggested including this with other repairs taking place nearby.

BEACH DRIVING PERMITS: Mr. Bob Rosia, 85570 Berryessa Way, a Marine veteran who resides in the county, would like to apply for a Beach Driving Permit allowing him to drive on the beach up to Peters Point. Because Mr. Rosia does not live within the City limits, his Beach Driving Permit application has been denied despite availability. Mayor Miller empathized if only half of the allotted Beach Driving Permits have been issued, exploring availability to non-City residents should be pursued. Commissioner Ross concurred it would be worth exploring. Vice Mayor Kreger voiced agreement in exploring options however overall, he is opposed to driving on the beach as it jeopardizes beach goer safety and increases environmental concerns. Some beaches have mandatory two week training regarding driving on the beach.

City Manager Martin aligned the recent correspondence from Mr. Ronald Jackson concerning the posts on Sadler Road that is in fact the same Ordinance that will be on the agenda on either the Feb. 6th or 20th City Commission Regular Meeting agenda. Vice Mayor Kreger interjected several entities object to beach parking which will be a nonissue once beach renourishment commences.

6.1 CORRECTED - RESOLUTION 2017-210 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018 FOR ITEMS RELATED TO HURRICANE IRMA DEBRIS: According to the agenda support documents Resolution 2017-210 approves budget amendments for Hurricane Irma debris removal related invoices and approves increasing the Total City Budget from $138,877,010 to $139,826,454. $137,755,000 to $138,704,444. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2017-210. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2018-04 APPROVING A FACILITIES USE AGREEMENT WITH BUCCANEER REGION SCCA TO USE AIRPORT PROPERTY FOR SCCA AUTOCROSS SOLO DRIVING EVENTS ON VARIOUS DATES IN 2018: According to the agenda support documents Resolution 2018-04 approves a Facilities Use Agreement for SCCA Autocross Solo Driving Events in 2018. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-04. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2018-05 APPROVING CHANGE ORDER #1 WITH KELLERMAN CONSTRUCTION, INC. IN THE AMOUNT OF $10,000 TO INCLUDE ADDITIONAL WORK ON THE TIMBER WALKWAY IN THE AREA SOUTH AND WEST OF THE RESTAURANT, AUTHORIZING THE TOTAL AMOUNT OF $38,000: According to the agenda support documents Resolution 2018-05 approves Change Order #1 with Kellerman Construction, Inc. Commissioner Ross asked when the inspection of Brett's would be complete and if there is a contingency plan if closure is recommended. City Manager Martin replied the inspection will take place within the next week and if there is a threat to public safety the leaseholder will be contacted.

Commissioner Chapman is puzzled at the esthetics i.e. new wood with old wood and why it originally was not planned to be uniform and is confused as to why this was not recognized in the very beginning resulting now in a change order. Marina Manager Joe Springer explained originally it was not known what exactly was needed or the cost; being conservative the City opted to do imminent repairs and seeing that there is money available it can now be completed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-05. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2018-06 AUTHORIZING NEGOTIATION WITH ADVANCED DISPOSAL IN RESPONSE TO RFP #17-06: According to the agenda support documents Resolution 2018-06 accepts the recommendation of the Evaluation Committee for RFP #17-06 Collection and Disposal of Garbage, Recyclables, and Yard Debris and authorizes the City Manager and City Attorney to negotiate a franchise agreement with Advanced Disposal.

Advanced Disposal Municipal Marketing and Government Affairs Manager Mr. Greg Huntington, 7580 Philips Highway, Jacksonville, noted his company outscored competitors by significant margins during the evaluation process. Mr. Huntington indicated a willingness to discuss solutions to the downtown problems and recycling during the negotiation process.

Bobcat North America Municipal Marketing Manager Mr. Tal Johnson, Orlando, stated his company ranked second in bidding and requested permission to do a second presentation before the City Commission prior to negotiating with Advanced Disposal. Offering "priority service" the City would be the only client of Bobcat, assuring the proposed innovative solutions and methods would be beneficial to the City. Mr. Johnson noted the request for proposal, as opposed to an invitation to bid, indicated the City was interested in reviewing more than just a low bid. Participating in civic meetings and understanding how residents want trash picked up would be a priority. Commissioner Ross noted a hot topic amongst City business is trash and asked Mr. Johnson to explain how Bobcat operates. Mr. Johnson explained the process is two men with a flipper truck. City Manager Martin explained the real issue is how to handle unsightly displaced cans and trash downtown.

Commissioner Chapman expressed concern in reading the valuation reports which included complaints, noting he himself complained about previous Advanced Disposal missed pickups and was not reimbursed. Also, trash cans could have addresses put on them to identify who is responsible and invoke code enforcement for violators. Another issue will be the new townhome development; Harborview located at the corner of 3rd and Ash Streets which does not have a designated area to place trash cans out. The idea of a smaller trash truck to navigate narrow

passageways illuminates another issue, emergency vehicles. Facilities Maintenance Director Jeremiah Glisson referred to his past presentation and reminded this is a discussion with the hauler for a number of concerns and issues including those raised by Commissioner Chapman.

Commissioner Smith reiterated Advanced Disposal also flips cans into the backs of the trucks, addressing Bobcat's request to present noting the bid process is an equal opportunity for companies to "give their best shots".

Vice Mayor Kreger noted the recommendations are in accordance with the Comprehensive Plan and residential customers will have most of the same options with no additional costs. Mr. Glisson explained a five member team of City staff extensively reviewed the submissions for qualifications, references and other criteria giving an overall point score and Advanced Disposal won by a substantial margin.

Mr. Huntington gave a brief history of the Advanced Disposal stating over the course of a year 1.2 million critical services are provided to residents in what is perceived as a partnership. The bid was the company's best proposal and number subsequently scoring the highest overall.

Advanced Disposal Municipal Marketing and Government Sales Representative Ms. Karlie Evatt, stated Advanced Disposal is looking into roll out/roll back services and purchasing a smaller truck for tight areas as well as other solutions. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-06. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Vice Mayor Kreger:	**Aye**
Commissioner Smith:	**Aye**
Commissioner Ross:	**Nay**
Commissioner Chapman:	**Aye**
Mayor Miller:	**Aye**

Motion carried.

CITY MANAGER REPORTS:

PROPOSAL: City Manager Martin reported the City published a Request for Quotes (RFQ) seeking a design criteria professional for the purpose of furnishing sufficient information to then move forward with design/build firms to prepare a bid for a design/build contract for the marina. The City received one proposal in the amount of $34,540 from Applied Technology and Management (ATM). City Manager Martin gave a presentation detailing the key events post Hurricane Matthew and recommended approving ATM for the design/build. Vice Mayor Kreger expressed his support for the design/build process and recommended getting it moving. Commissioner Ross agreed this is the way forward although he questioned the proposal contents and cost. City Attorney Bach clarified the cost is for designs not plans. City Manager Martin added the other services; project bidding, evaluation, and negotiation, amount to $19,460; the design criteria package is $34,540. Vice Mayor Kreger explained ATM had not written the design criteria package as yet but the City is going to ask ATM to do just that. ***The consensus of the City Commission was to have a Special Meeting regarding this matter Wednesday January***

24th @ 3:30pm at the Fernandina Beach Golf Course. City Attorney Bach confirmed the legality of moving forward with the design/build process.

THANK YOU: City Manager Martin thanked America's Youth, Inc. and other parade participants for organizing this year's Reverend Dr. Martin Luther King Jr. Day parade.

GALA: City Manager Martin reminded all of the upcoming Amelia Island/Fernandina Beach/Yulee Chamber of Commerce Gala will be held January 25th; six seats remain available for anyone interested in attending.

AWARDS: City Manager Martin noted the Police Department Annual Service Awards banquet is Friday, January 26th.

MARINA ATTENUATOR: City Manager Martin stated the City contracted with ATM in October to pursue the marina attenuator permit. ATM Vice President Robert Semmes reported that as of today, the state permit has been issued but the Corps permit is hung up in the navigation section. City Manager Martin stated ATM Vice President Robert Semmes is working diligently to move the project forward.

MAINSTREET WORKSHOP: City Manager Martin confirmed the Main Street workshop will take place Tuesday, February 13th at 6:00pm.

SANITATION WORKSHOP: it was the consensus of the City Commission to forego a sanitation workshop at this time and have City staff provide a recommendation (to the City Commission).

CITY ATTORNEY REPORTS:

MEETING: City Attorney Bach will be in Tallahassee Tuesday, February 13th attending Legislative Session regarding tree ordinance and state preemption.

CITY CLERK REPORTS:

CONDOLENCES: City Clerk Best extended condolences to the Rogers family upon the death of Ms. Marolyn Rogers, the widow of former Mayor Robert Rogers, who served from 1994-2002.

BOARD VACANCIES: City Clerk Best announced one vacancy on the Airport Advisory Commission, one vacancy on the Board of Adjustment, two vacancies on the Code and Enforcement Appeals Board and two vacancies on the Parks and Recreation Advisory Committee.

MAYOR/COMMISSIONER COMMENTS:

PORT: Commissioner Ross attended the Ocean Highway port Authority (OHPA) meeting and reported the port water bill reflected there is a leak which is being addressed. It is still unclear to the port who is buying out Kinder Morgan. There is some confusion regarding the port master plan and the City's Comprehensive Plan, noting the City Attorney will work with OHPA Attorney Mr. Davis to resolve.

LETTER: Commissioner Ross conveyed that the Commission received a letter from resident Mr. Ronald Jackson regarding the ordinance concerning parking on seaside beach which is on the next City Commission Regular Meeting agenda.

DENSITY: Commissioner Ross gave a presentation regarding the proposed forty-five unit residential development at 22 South 8th Street. The concern is parking generated by the residential development will spill over onto historic side streets. Commissioner Ross asked that the matter of downtown parking be referred to the Planning Advisory Board for review and come back to the City Commission with recommendations. ***The consensus of the City Commission was to have the Planning Advisory Board review downtown parking and bring their recommendations to the City Commission.***

PROCUREMENT PROCESS: Commissioner Ross asked for discussion regarding what Vice Mayor Kreger refers to as a flawed procurement process. Mayor Miller indicated this matter is on the January 24th City Commission Visioning Workshop agenda for discussion and will be vetted at that time.

THANK YOU: Commissioner Chapman hosted a downtown outreach meeting earlier today and thanked participants for attending. Takeaways from the outreach meeting included the need for enhanced communication amongst Main Street, downtown merchants and the Commission and the community desires results.

KUDOS: Commissioner Smith noted this was a good meeting and he eagerly anticipates the upcoming City Commission Visioning Workshop to discuss moving forward.

EVENTS: Vice Mayor Kreger attended the Reverend Dr. Martin Luther King Jr. Day breakfast, parade and Bridge the Gap events and was disappointed in the lack of public participation.

GOALS: Vice Mayor Kreger noted he published his goals in the newspaper.

PRESENTATION: Vice Mayor Kreger spoke to the recent unseasonably cold weather and the City's lack of response to residents who may need cold weather shelter. Vice Mayor Kreger suggested warming stations be opened to better serve the community.

ELECTION: Vice Mayor Kreger announced he will be running for re-election in 2018.

CONGRATULATIONS: Mayor Miller congratulated Fire Chief Ty Silcox on his recent appointment: Northeast Regional Director of the Florida Fire Chiefs Association.

WORKSHOP: Mayor Miller expressed anticipation for the upcoming City Commission Visioning workshop and how best to maximize content and delivery.

TRASH: Mayor Miller has discussed errant trash can resolutions with Maintenance Director Jeremiah Glisson.

KUDOS: Mayor Miller relayed a compliment from recent transplants who complimented the Building Department permit processing.

THOUGHTS: Mayor Miller conveyed local musician; Mr. Dan Voll suffered a major life event and is very ill. Mayor Miller asked all to keep Mr. Voll and his family in their thoughts and prayers.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 7:59pm.

ATTEST:

CAROLINE BEST City Clerk	JOHN A. MILLER Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Special Meeting on Wednesday, January 24, 2018 at 3:30 pm at the City of Fernandina Beach Municipal Golf Course Clubhouse. Present were Mayor John A. Miller presiding, Vice-Mayor Len Kreger, Commissioners Roy G. Smith, Philip A. Chapman and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale Martin, and City Attorney Tammi Bach.

3. PLEDGE OF ALLEGIANCE: Mayor Miller called the meeting to order and led the pledge of allegiance.

4.1 RESOLUTION 2018-07 ACCEPTING THE PROPOSAL SUBMITTED BY APPLIED TECHNOLOGY & MANAGEMENT, INC. (ATM) IN THE AMOUNT OF $34,540: According to the agenda support documents Resolution 2018-07 accepts the proposal submitted by Applied Technology & Management, Inc. in the amount of $34,540, for the purpose of preparing a design criteria package which will be utilized to solicit proposals for a design-build contract for Marina repairs. City Manager Martin explained the final design criteria package will include electrical and ADA gangway design which will be presented the City Commission for their approval at the February 20th City Commission Regular Meeting. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve the Resolution 2018-07.** Mr. Lynn Williams, Fernandina Beach Harbor Marina, agrees with the ATM design criteria package and further recommended the City Commission approve ATM to oversee the construction of the bids and getting the bids to people who might be bidders in an attempt to get the widest possible range of bids. Mr. Williams suggested ATM also sort out the received bids as they will contain a lot of technical detail. The cost of these additional services provided by ATM is $19,460. Commissioner Ross asked whether the additional expenditure ($19,460) could be placed on an upcoming City Commission agenda. City Attorney Bach advised this could be approved today and explained the options; wait until the next City Commission meeting to have the additional services/expenditure placed on the agenda, keeping in mind the City is not in danger of implicating the State Statute for the Consultant Competitive Negotiating Act (CCNA) because this is for engineering and less than $35,000 and secondly the City is not in danger of violating the City's Purchasing Policy because the additional services are less than $20,000. City Attorney Bach noted the City Commission or the City Manager can waive Purchasing Policy requirements if they feel it is in the best interests of the City. **The motion to approve Resolution 2018-07 was amended to include the additional ATM services for $19,460. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

5. ADJOURNMENT: There being no further business to come before the City Commission, the Special Meeting was adjourned at 3:38 pm.

ATTEST:

CAROLINE BEST City Clerk	JOHN A. MILLER Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Workshop on Tuesday, February 2, 2018 at 5:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Roy G. Smith, Philip Chapman, and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

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

4.1 REVIEW CITY COMMISSION RULES OF PROCEDURE AND GOVERNING DOCUMENTS OF THE CITY: City Attorney Bach presented part two of an overview of City Commission Rules of Procedure, the Charter, summary of comprehensive planning and land development regulations, governing documents, Sunshine Law, ethics, and training.

5. DISCUSSION: City Attorney Bach's presentation focused on whom among the City Commissioners and Charter Officers may call a City Commission Meeting, or Special Meeting. Special Meetings may be requested by the Mayor, any two Commissioners or Charter Officers. During workshop sessions Commissioners may not call upon the public to speak unless the majority of the Commission agrees to allow public comment. Commissioner Ross questioned how two Commissioners can call a Special Meeting without violating Sunshine Law. City Manager Martin replied Commissioners may contact a Charter Officer who in turn contacts Commissioners individually to organize a meeting. Vice Mayor Kreger requested agendas specify whether public comment will be allowed.

City Attorney Bach explained Ordinances require two public readings one of which the public is allowed to speak. Violations of the City Code can result in citations, code enforcement hearings or liens on private property. Any violation found by the Code Enforcement and Appeals Board may result in fines which become attached to all real and personal property within Nassau County until satisfied. If fines are not paid, letters are sent and a court order requested if necessary. Historically very few remain unpaid. Any person, designated through enforcement, can issue citations. Volunteers can be "deputized" to issue citations including for beach patrol. Volunteers, while on duty, are covered by the City under workman's compensation.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:47 pm.

ATTEST:

CAROLINE BEST City Clerk	JOHN A. MILLER Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-91
Facilities Use Agreement - Driving Dynamics, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-91

SYNOPSIS: This Facilities Use Agreement will provide for use of the remote parking pavement area between Runway 9/27 and Taxiway C at the Fernandina Beach Municipal Airport for defensive driver safety training courses on September 10-13, 2018. Airport and aircraft operations will not be affected by this Facilities Use Agreement.

The Airport Advisory Commission unanimously approved this agreement at its June 14, 2018, Regular Meeting and recommends approval to the City Commission. The City of Fernandina Beach will receive $925.00 per day for this use of Airport property.

FISCAL IMPACT: The fee for use of the Airport under this agreement is $925.00 per each day of use. Funds will be deposited into the Airport Fund, Other Revenue Account, 420 36990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-91.

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	07/05/2018

Date: June 01, 2018

Submitted By: Nathan Coyle, Airport Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-91

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT DEFENSIVE DRIVER SAFETY TRAINING; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Driving Dynamics, Inc. has requested to use Airport property at the Fernandina Beach Municipal Airport to conduct defensive driver training on September 10, 11, 12, and 13, 2018; and

WHEREAS, such use of Airport property will be the pavement area of remote parking area (closed Runway 18/36) between Runway 9 and Taxiway C, and such training activity will not affect normal operations of the Airport; and

WHEREAS, the City of Fernandina Beach will receive $925.00 for each day of use of Airport property; and

WHEREAS, the designated monies will be deposited into the Airport Fund, Other Revenue Account, 420 36990.

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

SECTION 1. The City Commission hereby approves a Facilities Use Agreement, attached hereto as Exhibit "A", with Driving Dynamics, Inc. for defensive driver training at the Fernandina Beach Municipal Airport.

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

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

ADOPTED this 17th day of July, 2018.

CITY OF FERNANDINA BEACH

_____
John A. Miller
Commissioner – Mayor

ATTEST:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

_____
Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH
FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 3rd day July, 2018, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and Driving Dynamics, Inc. whose address is 256 Chapman Road, Suite 202, Newark, DE 19720 (herein called "USER").

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

WHEREAS, USER has expressed a desire to use said FACILITY for Defensive Driver Safety Training Classes.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of conducting its defensive driver training classes on September 10, 11, 12, and 13, 2018.

2. USER will set up and use the FACILITY on a continuous basis during this period on Closed Runway 18/36.

3. USER shall pay CITY the sum of $925.00 per day for use of FACILITY during the period designated, payable with returning this signed AGREEMENT.

4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
   a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
   b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
   c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
   d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
   e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
   f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
   g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
   h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use,

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

i. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.

j. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.

k. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving USER 30 days notice of such cancellation.

l. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. USER will provide insurance on all their equipment being used in the FACILITY.

m. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Sale and/or consumption of alcohol not allowed on Airport property unless properly permitted by the City.

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

6. The addresses for giving notices are as follows:

USER: Paula Lanouette
Driving Dynamics
258 Chapman Rd Ste 201
Newark, DE 19702

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

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

USER: PLanouette

By: Paula Lanouette
Driving Dynamics
Its: Logistics Manager

Employer ID #

WITNESS:

Print Name:

CITY OF FERNANDINA BEACH

By:
Dale L. Martin
Its: City Manager

By:
Caroline Best
Its: City Clerk

APPROVED AS TO FORM AND LEGALITY:

TEB

Tammi E. Bach
Its: City Attorney

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/05/2018

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
Liberty Insurance Associates, Inc.
525 State Route 33
Millstone Twp. NJ 08535

CONTACT NAME: Kathleen Samodio
PHONE (A/C, No, Ext): (732) 792-7000 FAX (A/C, No):
E-MAIL ADDRESS: ksamodio@lianet.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Citizens Insurance of America	31534
INSURER B: Hanover Insurance	22292
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Driving Dynamics, Inc.
256 Chapman Road Suite 202
Newark DE 19702

COVERAGES CERTIFICATE NUMBER: 17-18 Liab 18-19 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		ZBY885271507	09/01/2017	09/01/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ZBY885271507	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			UHY878487507	09/01/2017	09/01/2018	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WHY906675206	04/09/2018	04/09/2019	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Re: November 16, 2016 - Porsche Driving Event at Fernandina Beach Airport
City of Fernandina Beach is included as additional insured if required in a written contract with our insured subject to the policy terms and conditions.

CERTIFICATE HOLDER

City of Fernandina Beach
204 Ash St.
Fernandina Beach FL 32034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ksamodio

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. **Additional Insured by Contract, Agreement or Permit**

   The following is added to **SECTION II – WHO IS AN INSURED**:

   Additional Insured by Contract, Agreement or Permit

   a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

      (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

      (2) Premises you own, rent, lease or occupy; or

      (3) Your maintenance, operation or use of equipment leased to you.

   b. The Insurance afforded to such additional insured described above:

      (1) Only applies to the extent permitted by law; and

      (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

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(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. **Additional Insured – Primary and Non-Contributory**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

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b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

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a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. **Knowledge of Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. **Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. **Medical Payments – Extended Reporting Period**

a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS,** Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. **Newly Acquired Or Formed Organizations**

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. **Non-Owned Watercraft**

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. **Aircraft, Auto Or Watercraft**

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. **Supplementary Payments Increased Limits**

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. **Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. **Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-92
Budget Amendments - Streets

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-92.

SYNOPSIS: The Streets Department Overtime account exceeded the budgeted amount due to work involved with Hurricane Irma and from vacancies experienced in the department.

The attached Resolution authorizes the transfer of $16,500 from the Streets Salaries account, 0014100 51200, to the Streets Overtime account, 0014100 51400.

FISCAL IMPACT: Funds in the amount of $16,500 are available for transfer from the Streets Salaries account, 0014100 51200, to the Streets Overtime account, 0014100 51400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-92.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	06/26/2018
Dale Martin, City Manager	07/03/2018
Patti Clifford, Comptroller	07/05/2018
Tammi E. Bach, City Attorney	07/05/2018

Submitted By: _____ Date: June 25, 2018
Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2018-92

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to Code Sec 2-412 and Charter section 74, the City Commission must approve any budget transfers over $7,500; and

WHEREAS, the Streets department has been understaffed a majority of the current fiscal year and, as a result, the Overtime account will exceed the budget for Fiscal Year 2017/2018; and

WHEREAS, staff recommends an amendment to the Fiscal Year 2017/2018 budget transferring $16,500 to the Streets Overtime account, 0014100 51400 from the Streets Salaries account, 0014100 51200.

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

SECTION 1. The City Commission hereby approves a transfer of $16,500 from the Streets Salaries account, 0014100 51200, to the Streets Overtime account, 0014100 51400.

SECTION 2. This Resolution shall become effective immediately upon passage.

ADOPTED this 17th 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 COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-93
FY 2018-2019 State Funding Award and Grant Agreement - Florida Department of Environmental Protection (FDEP) & Florida Department of Emergency Management (FDEM)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-93.

SYNOPSIS: Pursuant to Line Item # 1595A of the Florida FY 2018/2019 General Appropriations Act, the City was awarded $450,000 (with no cost share required from the City) for the Fernandina Beach Stormwater Shoreline Stabilization Project.

FISCAL IMPACT: FDEP Project No. LP45013: Expenditure of these grant fund associated with # LP45013 will occur over three fiscal years. Some of this grant project will be included in the FY 2017/2018 Marina Budget, State Grant Revenue account, 480 33400, and the Professional Services account, 480 53100. The balance of the funds will be used in FY 2018/2019 and FY 2019/2020 in the Marina Professional Services account, 480 53100, and the Improvements account, 480 56300. The capital portion will be included in the Marina's FY 2018-2019 Capital Improvement Plan and the Five Year Capital Improvement Plan. The portion of the funds to be used for studies and planning related to the seawall will be charged to the Marina Professional Services account, 480 53100, and the balance of the funds will be allocated to the Marina Improvements account, 480 56300, for design and construction.

FDEM Project No. 4283-89-4: Expenditure of the grant funds associated with FDEM Project No. 4283-89-4 will be included in the FY 2017/2018 – FY 2018/2019 Stormwater Budgets, State Grant Revenue account # 470-33400 and Improvements account # 480 56300. The capital portion will be included in the Stormwater Department's FY 2018/2019 Capital Improvement Plans and the Five Year Capital Improvement Plans.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-93.

Nicole Bednar, Administrative Services Manager	07/02/2018
Dale Martin, City Manager	07/03/2018
Patti Clifford, Comptroller	07/05/2018
Andre Desilet, Stormwater Manager	07/05/2018
Tammi E. Bach, City Attorney	07/10/2018
Katie Newton, Legal Assistant	07/10/2018

Date: June 28, 2018

Submitted By: Lorelei Jacobs, Grants Administrator

COMMISSION ACTION: Adopt

RESOLUTION 2018-93

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING ACCEPTANCE OF TWO GRANTS FOR DOWNTOWN STORMWATER FLOODING REDUCTION PROJECTS AND PROCESSING OF RELATED GRANT AGREEMENTS; AUTHORIZING SUBMISSION OF A GRANT APPLICATION FOR A DOWNTOWN STORMWATER FLOODING REDUCTION PROJECT SPECIFIC TO SEAWALL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, for many years, the City of Fernandina Beach has competed for and been awarded grant funds for stormwater and flooding reduction projects that have improved the quality of life and safety of citizens in Fernandina Beach; and

WHEREAS, the City of Fernandina Beach has affirmed downtown shoreline stabilization as a legislative priority (Exhibit "A"); and

WHEREAS, the City has recently been awarded $103,324.00 from the Federal Emergency Management Agency (FEMA) for the Fernandina Beach Downtown Area Drainage project, to be administered as Florida Division of Emergency Management (FDEM) Project No. 4283-89-R (Exhibit "B"); and

WHEREAS, FDEM Project # 4283-89-4 will be included in the FY 2017/2018 and FY 2018/2019 Stormwater Budgets: State Grant Revenue account, 470 33400 and Improvements account, 470 56300. The capital portion will be included in the Stormwater Department's FY 2018/2019 and FY 2019/2020 Five-Year Capital Improvement Plans; and

WHEREAS, the City has recently been awarded $450,000.00 from the Florida State Legislature for the Fernandina Beach Stormwater Shoreline Stabilization project, to be administered as Florida Department of Environmental Protection (FDEP) Project # LP45013; and

WHEREAS, FDEP Project # LP45013 will be included in the FY 2017/2018, FY 2018/2019, and FY 2019/2020 Marina Budgets in the: State Grant Revenue account, 480 33400; Professional Services account, 480 53100; and the Improvements account, 480 56300. The capital portion will be included in the Marina's FY 2018/2019 and FY 2019/2020 Five-Year Capital Improvement Plans; and

WHEREAS, the City has been working to qualify for additional flood-reduction grant funding specific to downtown seawall repair/replacement, potentially available from the 2018 Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP); and

WHEREAS, grant funds awarded through FDEP Project No. LP45013 could be an acceptable source of required matching funds for the pending City of Fernandina Beach 2018 FEMA Hazard Mitigation Grant Program application.

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

SECTION 1. The City Manager and the City Clerk are hereby authorized to execute all documentation pertaining to FDEM Agreement No. 4283-89-R and FDEP Project # LP45013, upon review and approval by the City Attorney.

SECTION 2. The City Commission hereby authorizes City staff to prepare and submit application to the 2018 Hazard Mitigation Grant Program (HMGP), due August 6, 2018, for a seawall repair/replacement project contingent on the stipulation that matching funds for the HMGP grant be provided by state revenues awarded through Fernandina Beach Stormwater Shoreline Stabilization FDEP Project No. LP45013.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 17th day of July, 2018.

CITY OF FERNANDINA BEACH

_____
John A. Miller
Commissioner – Mayor

ATTEST:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

_____
Tammi E. Bach
City Attorney

RESOLUTION 2017-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, RECOMMENDING AND SUPPORTING A STATE LEGISLATIVE PRIORITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Legislature has requested recommendations for legislative funding priorities for its 2018 regular legislative session; and

WHEREAS, the City of Fernandina Beach believes that, following the successive impacts of Hurricane Matthew (2016) and Hurricane Irma (2017), the environmental sustainability and economic vitality of the City's historic downtown are subject to the damaging effects of storm surge and sea level rise; and

WHEREAS, the City's aged waterfront infrastructure to mitigate and protect downtown requires modernization to counter the effects of storm surge and sea level rise.

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

SECTION 1. The City Commission hereby recommends and supports, based upon the aforementioned factors, Downtown Shoreline Stabilization as a key legislative priority, and urges that legislation incorporating this priority be enacted by the State legislature during its 2018 regular session.

SECTION 2. This Resolution shall become effective immediately.

ADOPTED this 17th day of October, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz

Robin C. Lentz
Commissioner – Mayor

ATTEST:

Caroline Best

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

Agreement Number: H0104

Project Number: 4283-89-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	City of Fernandina Beach
Sub-Recipient's unique entity identifier:	59-6000317
Federal Award Identification Number (FAIN):	FEMA-DR-4283-FL
Federal Award Date:	May 22, 2018
Subaward Period of Performance Start and End Date:	Upon Execution thru May 31, 2019
Amount of Federal Funds Obligated by this Agreement:	$103,324.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$103,324.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$103,324.00
Federal award project description (see FFATA):	City of Fernandina Beach – Drainage Improvement
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Holly.swift@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Fernandina Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Holly Swift, Project Manager
Division of Emergency Management
Mitigation Bureau
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: (850) 815-4570
Email: Holly.swift@em.myfforida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Andre Desilet, P.E., Stormwater Manager
City of Fernandina Beach
1180 South 5th Street
Fernandina Beach, Florida 32034
Telephone: (904) 301-3431
Email: adesilet@fbfl.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **May 31, 2019**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$103,324.00.**

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)<u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of <u>five</u> (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)<u>AUDITS</u>

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R.

§200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)<u>TERMINATION</u>.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)<u>ATTACHMENTS</u>

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources

ii. Attachment A – Budget and Scope of Work

iii. Attachment B – Program Statutes and Regulations

iv. Attachment C – Statement of Assurances

v. Attachment D – Request for Advance or Reimbursement

vi. Attachment E – Justification of Advance Payment

vii. Attachment F – Quarterly Report Form

viii. Attachment G – Warranties and Representations

ix. Attachment H – Certification Regarding Debarment

x. Attachment I – Federal Funding Accountability and Transparency Act

xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: **City of Fernandina Beach**

By: _____

Name and Title: _____

Date: _____

FID#: 59-6000317

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Michael Kennett, Deputy Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: **$103,324.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 C.F.R., as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects be included on pg. 1 of this sub-grant agreement and in Exhibit 1 be provided to the Sub-Recipient.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage of the downtown area of Fernandina Beach, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-89-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Fernandina Beach, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of the downtown area starting: South – at approximately 100-feet west of the intersection of Centre Street and 5th Avenue; North – approximately 100-feet east of intersection of Broome Street and 4th Street; East – approximately 100-feet east of intersection of Alachua Street and 5th Street; West – approximately 200-feet west of intersection of Alachua Street and Front Street, in the City of Fernandina Beach Florida, 32034 (Boundary coordinates: Northeast: (30.674167, -81.459444); Northwest (30.674167, -81.465); Southeast (30.671111, -81.459444), and Southwest (30.671111, -81.465).

Phase I of this project includes, but is not limited to surveying, engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval. When completed, the Sub-Recipient will need to provide necessary information for Phase II review. No construction activities for this project have been approved.

The Phase II proposed scope of work includes installation of drainage pipes, replacement of inlets alongside of the roads, jack and bore construction to cross railroad, installation of duckbill flood gates at outfall locations. The project includes driveway and pavement restoration following the work completion.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation

demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;

   b) Construction Plans and bid documents;

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project;

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

   e) Color maps including topographical, aerial, and ground disturbance.

   f) Color photographs of the project area and areas of ground disturbance.

   g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

   h) Copy of the Florida Department of Transportation (FDOT) permit or No Permit Required notification, if applicable.

   i) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.

   j) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.

   k) Any other documentation requested by the Division, not limited to Project conditions and requirements herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

   The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

   Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

   Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

   The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

   Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

   Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

   The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

   a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

   b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

   c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

   The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which includes but is not limited to engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval. Design shall be to implement measures to improve the drainage of the downtown area in Fernandina Beach, Florida, 32034.

The designed project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit Engineering plans that clearly shows the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
2) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
3) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and FEMA Special Flood Hazard Areas on the same plan.
4) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
3) Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.
4) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
   a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
   b) Florida Department of Transportation (FDOT): Any onsite/offsite improvements associated with proposed project activities that impact FDOT right-of-way shall require the appropriate FDOT permit(s). FDOT Permit Coordinator shall be contacted once finalized plans are available.
   c) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WDM) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
5) Historical Preservation compliance documents shall be obtained. Review documentation required:

a) Color maps including topographical and aerial with the project location clearly marked

b) Color photographs of any area with ground disturbance (electronic)

c) Indicate if project site is located within a designated historic district or historic neighborhood.

6) Tribal Consultation shall be required for proposed ground disturbing activities. Following documents shall be required and submitted as part of deliverables:

a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas;

b) Previous and current use of proposed project area;

c) Any known site work or historic uses for the proposed location;

d) Any available studies that may have taken place on the property.

7) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

8) No construction work may begin until Phase II is approved by the Division and FEMA.

E. Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA before Phase II – Construction is considered.

a) Verification of project compliance with all Floodplain Management Regulations and Ordinances.
b) Copies of all permits (or submit copies of application packets that were submitted to permitting agencies).
c) Final H&H study, as applicable
d) Alternative Analysis
e) Public Notice: Required to publish final notice of decision to perform work within the floodplain per 44 CFR Part 9, Executive Order 11988: Floodplain Management 8-step process. Public notice should include location, brief description of work and that project is functionally dependent on location within the floodplain. The notice should run at least 15-days prior to start of work
f) Color photos
g) Required Maps
h) Special Conditions: **Clean Water Act (CWA)**: coordinating with and obtaining any required section 401 and 404 permit(s) from FDEP and the United States Army Corps of Engineers (USACE), and for projects for activities affecting bridges that cross navigable waters of the U.S., the United States Coast Guard (USCG) prior to initiating work. – **Coastal Zone Management Act (CZMA):** Responsible for obtaining any required FDEP Bureau of Beaches and Coastal Systems permits/waivers. Compliance with FDEP requirements constitutes compliance with Florida CZM.

5) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing

and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **4283-89-R,** is funded under HMGP; FEMA-4283-DR-FL; and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

FEMA awarded this project on May 22, 2018; with a Pre-Award date of February 24, 2017, this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **May 31, 2019**.

FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

Design, Engineering, Permitting and Survey:	12	Months
Total Period of Performance:	**12**	**Months**

Budget

Line Item Budget*

Phase I	**Project Costs**	**Federal Share**	**Local Share**
Fees: Pre-Award	$10,000.00	$6,262.00	$3,738.00
Fees: Design, Permits, Survey	$155,000.00	$97,062.00	$57,938.00
Total Phase I Cost:	**$165,000.00**	**$103,324.00**	**$61,676.00**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

This project has a Pre-Award, approved by FEMA in the amount of $10,000.00 project costs with a start date of February 24, 2017.

Funding Summary

Federal Share:	$103,324.00	(62.620428%)
Local Share:	$61,676.00	(37.379572%)
Total Project Cost:	**$165,000.00**	**(100.0%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes

(14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Fernandina Beach

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Drainage Improvement PROJECT #: 4283-89-R

PROGRAM: Hazard Mitigation Program CONTRACT #: H0104

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount 62.620428%	Obligated Non-Federal 37.379572%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

ADMINISTRATIVE COST $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Fernandina Beach PAYMENT #:

PROJECT TYPE: Drainage Improvement PROJECT #: 4283-89-R

PROGRAM: Hazard Mitigation Program CONTRACT #: H0104

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
This payment represents			***% completion of the project.***	***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Fernandina Beach

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example **ADMINISTRATIVE COSTS** **(Include Secondary Administration.)**	
For example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: *Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.*

SUB-RECIPIENT: City of Fernandina Beach **PROJECT #:** **4283-89-R**
PROJECT TYPE: Drainage Improvement **CONTRACT #:** **H0104**
PROGRAM: Hazard Mitigation Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: $_____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20__ $_____ **Oct-Dec 20**__ $_____ **Jan-Mar 20**__ $_____ **Apr-Jun 20**__ $_____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, please describe under **Issues** below)*

Percentage of Work Completed (*may be confirmed by state inspectors*): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: *(Milestones from Contract with estimated dates)*

Milestone	**Date**

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form: Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ *Reviewer:* _____

Actions:

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Fernandina Beach
Sub-Recipient's Name

H0104
DEM Contract Number

4283-89-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4283-89-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $103,324.00

OBLIGATION/ACTION DATE: May 22, 2018

SUBAWARD DATE (if applicable): _____

DUNS#: 079192274

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of the downtown area starting: South – at approximately 100-feet west of the intersection of Centre Street and 5th Avenue; North – approximately 100-feet east of intersection of Broome Street and 4th Street; East – approximately 100-feet east of intersection of Alachua Street and 5th Street; West – approximately 200-feet west of intersection of Alachua Street and Front Street, in the City of Fernandina Beach Florida, 32034 (Boundary coordinates: Northeast: (30.674167, -81.459444); Northwest (30.674167, -81.465); Southeast (30.671111, -81.459444), and Southwest (30.671111, -81.465).

Phase I of this project includes, but is not limited to surveying, engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval. When completed, the Sub-Recipient will need to provide necessary information for Phase II review. No construction activities for this project have been approved.

The Phase II proposed scope of work includes installation of drainage pipes, replacement of inlets alongside of the roads, jack and bore construction to cross railroad, installation of duckbill flood gates at outfall locations. The project includes driveway and pavement restoration following the work completion. The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-94
Grant Agreement - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-94.

SYNOPSIS: The proposed Supplemental Joint Participation Agreement (JPA) with Florida Department of Transportation (FDOT) provides the remaining $275,000 in funding support of the new terminal facility construction at the Fernandina Beach Municipal Airport. Previous JPA's between the City of Fernandina Beach and FDOT have been executed providing funding support in the amount of $1,350,000 for this project. The Airport originally budgeted receipt of $1,625,000 in total from FDOT under this project, and this supplemental JPA will provide the final portion of funding under FDOT's fiscal year 2019 for completion of the terminal facility.

FISCAL IMPACT: The City of Fernandina Beach will pay for the Airport Terminal Facility Construction with funds from the Airport Buildings Account # 420 56200 in the FY 2017/2018 budget and will be reimbursed with the funding identified in this supplemental JPA by FDOT.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-94.

Dale Martin, City Manager	07/03/2018
Patti Clifford, Comptroller	07/05/2018
Tammi E. Bach, City Attorney	07/05/2018

Submitted By: Nathan Coyle, Airport Manager Date: June 22, 2018

COMMISSION ACTION: Adopt

RESOLUTION 2018-94

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING A SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA) #42724819419 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN AND CONSTRUCTION OF A NEW TERMINAL FACILITY AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation and City of Fernandina Beach Florida entered into a Joint participation Agreement for receipt of grant funds to support construction of a new terminal facility in October of 2015; and

WHEREAS, the City of Fernandina Beach projected total funding support from FDOT under the terminal construction project to be $1,6250,000; and

WHEREAS, the City of Fernandina Beach has, to date, received $1,350,000 in funds from FDOT under previous grant agreements, and the remaining $275,000 in supporting funds from FDOT will be made available under this Supplemental JPA.

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

SECTION 1. The City Commission hereby authorizes FDOT Joint Participation Agreement #42724819419, attached hereto as Exhibit "A", in the amount of $275,000 for the Design and Construction of a New Terminal Facility at the Fernandina Beach Municipal Airport.

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

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

ADOPTED this 17th day of July, 2018.

.

CITY OF FERNANDINA BEACH

_____
John A. Miller
Commissioner - Mayor

ATTEST:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

_____
Tammi E. Bach
City Attorney

Resolution 2018-94
Exhibit "A"

PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 2

Financial Project No.: 427248-1-94-19 (item-segment-phase-sequence)	Fund: DDR,DPTO	FLAIR Approp.: 088719
	Function: 215	FLAIR Obj.: 751000
	Federal No.: 353565	Org. Code: 55022020228
Contract No.: G0489	DUNS No.: 80-939-7102	Vendor No.: VF596000317019
CFDA Number:	CSFA Number: 55.004	

THIS AGREEMENT, made and entered into this _____ day of _____

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and City of Fernandina Beach

700 Airport Road Fernandina Beach, FL 32034

hereinafter referred to as Agency.

W I T N E S S E T H :

WHEREAS, the Department and the Agency heretofore on the 1 st day of October , 2015

entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of $ 1,625,000.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended

Fernandina Beach Airport Design and Construct New Terminal

2.00 Project Cost:

Paragraph 3.00 of said Agreement is ● increased ❍ decreased by $ 343,750.00

bringing the revised total cost of the project to $ 2,031,250.00

Paragraph 4.00 of said Agreement is ● increased ❍ decreased by $ 275,000.00

bringing the Department's revised total cost of the project to $ 1,625,000.00

3.00 Amended Exhibits:

Exhibit(s) B & D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement 11/29/2019 .

5.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 427248-1-94-19

Contract No. G0489

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated 10/1/2015 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY	FDOT
City of Fernandina Beach	See attached Encumbrance Form for date of Funding Approval by Comptroller
AGENCY NAME	
SIGNATORY (PRINTED OR TYPED)	LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
	James M. Knight, P.E.
SIGNATURE	DEPARTMENT OF TRANSPORTATION
	Urban Planning and Modal Administrator
TITLE	TITLE

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Resolution 2018-94
Exhibit "A"

Financial Project No. 427248-1-94-19

Contract No. G0489

Agreement Date

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between

the State of Florida, Department of Transportation and City of Fernandina Beach

700 Airport Road Fernandina Beach, FL 32034

dated October 1, 2015

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Additional FDOT funding to finalize construction of new terminal/welcome center building. This project was a multi-year funded project.

		As Approved	As Amended	Net Change
I.	Project Cost	$1,687,500.00	$2,031,250.00	$343,750.00

		As Approved	As Amended	Net
II.	Fund	DDR,DPTO	DDR,DPTO	DDR,DPTO
	Department:	$1,350,000.00	$1,625,000.00	$275,000.00
	Agency:	$337,500.00	$406,250.00	$68,750.00
	Federal:	$0.00	$0.00	$0.00
	Total Project Cost	$1,687,500.00	$2,031,250.00	$343,750.00

Comments:

ATTACHMENT "A"

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	Amount
2016	$550,000.00
2017	$800,000.00
2019	$275,000.00

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-95
Agreement Approval - Top Line Recreation, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-95.

SYNOPSIS: The Atlantic Park playground structure, purchased in 2001, has deteriorated to the point it has reached the end of its useful life. In an effort to ensure user safety the structure should be replaced. Three vendors submitted proposals which displayed and itemized their equipment design and play components. Top Line Recreation, Inc. was selected based upon design, number of play components and warranty.

The City of Fernandina Beach wishes to utilize the School District of Osceola County, Florida's' existing agreement with Top Line Recreation, Inc., contract # SDCO-16-B-087-LH, for the purchase of playground equipment (Exhibit "A").

Due to the heightened need to replace the Atlantic Park playground structure, staff recommends re-purposing the $60,000 budgeted for Buccaneer Field fencing. If approved, this will amend the five year Capital Improvement Plan by moving the Buccaneer Field fencing to a future budget year and placing the Atlantic Park playground structure in the Fiscal Year 17/18 budget.

FISCAL IMPACT: Funding in the amount of $60,000 is available in the Capital Fund Parks Improvements account, 3007210 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-95.

Dale Martin, City Manager	07/03/2018
Patti Clifford, Comptroller	07/05/2018
Tammi E. Bach, City Attorney	07/05/2018

Submitted By: Nan Voit, Parks & Recreation Director

Date: June 12, 2018

COMMISSION ACTION: Adopt

RESOLUTION 2018-95

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PIGGYBACK PURCHASE WITH TOP LINE RECREATION INC. FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR ATLANTIC PARK; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Atlantic Park playground structure, purchased in 2001, has reached the end of its useful life and should be replaced to ensure the safety of the children using the equipment; and

WHEREAS, three playground companies submitted proposals which itemize the playground equipment and play components; and

WHEREAS, Top Line Recreation Inc. was selected based on the design, number of play stations and warranty; and

WHEREAS, the City of Fernandina Beach wishes to piggyback and utilize the existing contract between the School District of Osceola County, Florida, and Top Line Recreation Inc. (Contract # SDCO-16-B-087-LH) for the piggyback purchase of playground equipment (Exhibit "A"); and

WHEREAS, due to the heightened need to replace the existing equipment, staff recommends re-purposing the $60,000 budgeted for the replacement of Buccaneer Field fencing. This will amend the Five Year Capital Improvement Plan by moving the Buccaneer Field fencing replacement to a future budget year and placing the Atlantic Park playground equipment in the Fiscal Year 2017/2018 budget; and

WHEREAS, funding is available in the Capital Fund Parks Improvements account, 3007210 56300.

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 piggyback purchase for playground equipment from Top Line Recreation, Inc. in the amount of $59,979.31 for the replacement of playground equipment at Atlantic Park.

SECTION 2. The City Commission hereby approves amending the Five Year Capital Improvement Plan.

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

ADOPTED this 17th day of July, 2018.

CITY OF FERNANDINA BEACH

_____
John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:

_____
Caroline Best
City Clerk

_____
Tammi E. Bach
City Attorney

Resolution 2018-95
Exhibit "A"

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

SCHOOL BOARD AGENDA ITEM

DATE: Apr 19, 2016

TO: SCHOOL BOARD MEMBERS

FROM: DR. DEBRA PACE, SUPERINTENDENT

○ Presentation ○ Consent

○ Information ◉ Regular

SUBJECT/ RECOMMENDATION: Approve Bid Award #SDOC-16-B-087-LH, Playground Equipment, Surfacing, Installation and Repair

FINANCIAL SOURCE: Funds are available through Internal and General Funds

EXECUTIVE SUMMARY: The purpose of this Invitation to Bid is to establish a term contract for playground equipment, surfacing, installation and repair for District use. Staff recommends awarding this bid to the following twelve (12), responsive and responsible bidders listed below.

BOARD APPROVED APR 19 2016

Advanced Recreation Concepts, LLC, Melbourne, FL; Florida Play Structures & Water Features, Inc., Plant City, FL; Lanier Plans, Inc. dba Korkat, Carrollton, GA; Legacy Construction Services, Inc. dba Pro Playgrounds, Tallahassee, FL; Miller Recreation Equipment & Design, Inc., Bradenton, FL; Miracle Recreation C/O Miller Recreation Equipment & Design, Inc., Bradenton, FL; Play Space Services, Inc., Melbourne, FL; Playmore West, Inc., Fort Myers, FL; Shade Systems, Inc., Ocala, FL; Site Horizons, LLC, Winter Garden, FL; Top Line Recreation, Inc., Deltona, FL; and Xccent, Inc., Wyoming, MN

This bid is for a three (3) year term, with one (1) optional, one (1) year renewal period.

SOLICITATION INFORMATION

Solicitation Type: Rebid

Information: This bid replaces a 2014 bid.

Vendor Information

	Local	Other	Total
Vendors Notified:	3	210	213
Vendors Responded:	0	15	15
Vendors Awarded:	0	12	12

Vendorlink

For additional information regarding this solicitation, please visit Vendorlink at: https://vendorlink.osceola.org/vendor/common/searchsolicitations.aspx.

Type in ID Number: 16- B087

DISTRICT FOCUS AREA(S):

- ☐ STUDENT ACHIEVEMENT: Grow and strengthen instructional practices to increase the academic achievement of all students
- ☐ CLIMATE: Cultivate and sustain a safe and positive environment where students are engaged in their learning and the rights of all individuals are protected and respected.
- ☒ FINANCE/EFFICIENT OPERATIONS: Closely monitor and manage District finances and operations in order to sustain educational program priorities over the long term and provide transparency to the public

DISTRICT GOAL(S):

- ☐ Establish a culture of continuous improvement
- ☐ Ensure the education system is differentiated for each learner with the goal to reduce the achievement gap for each student
- ☐ Instructional decisions will be based upon the analysis of student data
- ☐ The District will reduce the number of students scoring at level 1 or 2 on the State Assessments in Reading and Writing
- ☐ Increase the graduation rate at all high schools
- ☐ Restructure the organization & leadership at the District Office to reduce administrative costs & provide direct supervision of schools by superintendent
- ☒ Establish system of accountability to ensure appropriate management of resources at all levels to provide efficient & fiscally responsible practice
- ☐ Build capacity in leadership for the future of the District
- ☐ Implement a HR & professional development system that places an emphasis on high levels of performance & a system which supports employee improvement
- ☐ Establish practice which is firm, fair and consistent in all dealings both internally and externally
- ☐ Improve the quality, integrity and consistency of our communications with all stakeholders
- ☐ Establish a climate of individual trustworthiness and trust among all stakeholders in the educational community
- ☐ Enhance relationships with students, parents, employees, Board and community for the mutual benefit of the District
- ☐ Ensure students and staff have a safe learning environment

Submitted by: Stacey McMillian, Executive Director, Contract Services

Staff Recommended by: Sarah E. Graber, Chief Business & Finance Officer

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

Purchasing/Property Records/Warehouse
817 Bill Beck Boulevard, Building 2000 • Kissimmee• Florida 34744-4492
Phone: 407-870-4630 • Fax: 407-870-4616 • www.osceolaschools.net

SCHOOL BOARD MEMBERS
District 1 – Jay Wheeler
407-973-4141
District 2 – Kelvin Soto
407-361-2462
District 3 – Tim Weisheyer
407-361-0235
District 4 – Clarence Thacker, Chair
407-361-7906
District 5 – Ricky Booth, Vice Chair
407-818-9464

Superintendent
Dr. Debra Pace

Executive Director of Contract Services
Stacey McMillian

Supervisor of Purchasing
Cheryl M. Jessee, CPPB, FCCM

BOARD
APR 19 2016
APPROVED

April 20, 2016

Ms. Sonia Perkins
Top Line Recreation, Inc.
P. O. Box 391138
Deltona, FL 32739

RE: Bid # SDOC-16-B-087-LH, Playground Equipment, Surfacing, Installation and Repair

Dear Ms. Perkins:

The School Board of Osceola County, Florida, meeting in official session on April 19, 2016, voted to award the above mentioned solicitation to the following companies:

Advances Recreational Concepts, LLC	Melbourne, FL
Florida Play Structures & Water Features, Inc.	Plant City, FL
Lanier Plans, Inc. dba Korkat	Carrollton, GA
Legacy Construction Services, Inc. dba Pro Playgrounds	Tallahassee, FL
Miller Recreation Equipment & Design, Inc.	Bradenton, FL
Miracle Recreation C/O Miller Recreation Equipment & Design, Inc	Bradenton, FL
Play Space Services, Inc.	Melbourne, FL
Playmore West, Inc.	Fort Myers, FL
Shade System, Inc.	Ocala, FL
Site Horizons, LLC	Winter Garden, FL
Top Line Recreation, Inc.	Deltona, FL
Xccent, Inc.	Wyoming, MN

You may view the tab sheet for this bid on VendorLink.

This letter is ONLY notification of award of the solicitation. Purchase Orders shall be placed as needed.

Please send your certificate of insurance naming the School Board of Osceola County as additionally insured to the Senior Buyer listed below.

Should you have any questions, please feel free to call Linda Hysell, Senior Buyer at 407-343-8604 or by email at hysellli@osceola.k12.fl.us.

Sincerely,

Cheryl Jessee, CPPB, FCCM
Supervisor of Purchasing

CMJ/llh

CC: Sarah Graber, Chief Business and Finance Officer
Bid Folder

ORIGINAL

SUBMIT TO:
The School District of Osceola County, Florida
Purchasing Department, Building 2000
817 Bill Beck Blvd.
Kissimmee, FL 34744

CONTACT PERSON:
Linda Hysell

Telephone #: 407.870.4630
Fax #: 407.870.4616

INVITATION TO BID

AN EQUAL OPPORTUNITY EMPLOYER
https://vendorlink.osceola.org/vendor/common/searchsolicitations.aspx

Date issued: ***February 10, 2016***

TITLE:	NUMBER:	SUBMITTAL DEADLINE:
Playground Equipment, Surfacing, Installation & Repair	***SDOC-16-B-087-LH***	***March 17, 2016 at 2:00 PM***

PRE PROPOSAL CONFERENCE - DATE, TIME AND LOCATION:
February 24, 2016, 9:00 AM at 817 Bill Beck Blvd, Bldg 2000, Kissimmee, FL 34744

SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED

FIRM'S "LEGAL" NAME (As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements within this ITB.):
TOP LINE RECREATION, INC

Florida Division of Corporation Document Number:
P11000073376

MAILING ADDRESS:
PO BOX 391138

CITY – STATE – ZIP:
DELTONA - FL - 32739

TELEPHONE NO:
386.575.8356

FAX NO:
888.909.0549

FEDERAL ID NO. OR SOCIAL SECURITY NO.
45-3009109

I hereby certify that I have read and understand the requirements of this Invitation To Bid and that I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

X

Authorized Signature

SONIA PERKINS
Typed Name

VICE PRESIDENT
Title

03/21/16
Date

SONIAP@TOPLINEREC.COM
Email Address

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

GENERAL CONDITIONS AND INSTRUCTIONS

*** * * * PLEASE READ CAREFULLY * * * ***

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District of Osceola County Purchasing Department shall contact the Purchasing Department at 407.870.4630, at least five (5) days prior to the scheduled opening or meeting.

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the School District of Osceola County Purchasing Department prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing Department after the specified date and time will not be considered.

   Responses shall be submitted on forms provided by the School Board. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

3. **OPENING:** The bid/proposal shall be opened at the date, time and place mentioned in solicitation/invitation, as it may be amended in the sole discretion of the School Board. Pursuant to subsection 119.071(1)(b) Florida Statutes (2011) sealed bids, proposals or replies received by the School Board pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as the School Board provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

   If the School Board rejects all bids, proposals or replies submitted in response to a competitive solicitation, and the School Board concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt until such time as the School Board provides notice of an intended decision concerning the competitive procurement process or until it withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer that twelve (12) months after the initial agency notice rejecting all bids, proposals or replies.

4. **PUBLIC RECORD:** The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.

5. **CLARIFICATION/CORRECTION OF ENTRY:** The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

6. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

   No interpretation shall be considered binding unless provided in writing by the School District Purchasing Department in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.

   Failure to acknowledge addenda may result in the offer not being considered.

State of Florida
Department of State

I certify from the records of this office that TOPLINE RECREATION INC. is a corporation organized under the laws of the State of Florida, filed on August 17, 2011, effective August 16, 2011.

The document number of this corporation is P11000073376.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 10, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of March, 2016

Ken Detzner

Secretary of State

Tracking Number: CC1231528745

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

BID SUBMITTAL FORM

TO: The School District of Osceola County, Florida
Purchasing Department, Building 2000
817 Bill Beck Blvd.
Kissimmee, Florida 34744-4492

The undersigned hereby declare that [firm name] TOP LINE RECREATION, INC has carefully examined the specifications to furnish:

PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION & REPAIRS

for which Bid Submittals were advertised to be received **no later than 2:00 p.m., local time, on March 17, 2016** and further declare that will furnish the playground equipment, surfacing, installation & repairs according to specifications.

1. Playground Equipment (only)	**Catalog Name**	**Date**	**Discount**
a. Catalog	BCI BURKE	2016	7%
b. Catalog	FROG FURNISHINGS	2015	5%
c. Catalog	FOREVER LAWN	NON-DATED	5%
d. Catalog	PATTERSON WILLIAMS	2016	5%
e. Catalog	SHADE SYSTEMS	2014	25%
f. Catalog	AMERICANA	NON-DATED	10%

If additional space is needed, attach additional pages on company letterhead in above format.

2. Installation of playground Equipment To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken, but before freight has been added).	The firm, fixed percentage is 32 % SHADE SYSTEMS IS 120% AMERICANA IS 90%
3. Is your written factory certification for the installation of playground equipment attached?	X Yes ____ No
4. If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name:	Name: SEE ATTACHED LIST
5. Does your company provide repair service	X Yes ____ No $ 62.50 /hour MIN CHARGE - $625

5. Rubber Mulch	
Is price table attached	X Yes ____ No
Is manufacturer's specification data sheet attached?	X Yes ____ No
Have samples been submitted?	X Yes ____ No
6. Surfacing Products (Pour-In-Place)	
Is price table attached	X Yes ____ No
Is manufacturer's specification data sheet attached?	X Yes ____ No
Have samples been submitted?	X Yes ____ No
7. Have you submitted catalog(s), CD(s) or printed price sheet(s) to be considered as part of this bid? Failure to submit may disqualify your bid.	X Yes ____ No
8. Minimum order?	X Yes ____ No If so, $ 2,500
9. List any Exclusions:	
10. Contact Information:	
Name: LAURA PORRETTA	Phone: 386.575.8356
Cell: ____	Email: INFO@TOPLINEREC.COM

Additional Bid Submittal Requirements:

A. Local Business Tax Receipts
The jurisdiction in which the permanent business location resides VOLUSIA / DELTONA (County/City).

The above listed jurisdiction (must check one):

[X] Does issue local business tax receipts (formerly known as occupational licenses) and a copy of the local business tax receipt is included with bid submittal.

[ ] Does not issue local business tax receipts.

☐ This does not apply as Bidder is exempt. Bidder must state reason of exemption and include documentation from jurisdiction stating exemption with bid submittal. _____

B. Bankruptcy/Litigation

Is your company in the process of any bankruptcy proceedings as herein described?

YES ☐ NO ☒

Is your company involved in any litigation as herein described?

YES ☐ NO ☒

C. Certificate of Insurance

Attached evidence of required insurance coverage **or proof of insurability** in the amounts indicated?

YES ☒ NO ☐

Prompt Payment Terms: 2 % 10 Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES ☒ NO ☐

If yes, does your firm offer a discount? if Paid in 10 days 2 %

Do you accept Purchase/Payment by Visa card? YES ☒ NO ☐

Have you supplied all the Submittal Requirements outlined below?

- ■ Completed Invitation To Bid cover page
- ■ Florida Department of State Division of Corporations Number
- ☐ **Certified Business Program Reciprocity Affidavit** – If Applicable N/A
- ■ Completed and executed Bid Submittal form
- ■ Any addenda pertaining to this ITB
- ■ Drug Free Certification
- ■ Debarment Certification
- ■ Emergency/Storm related catastrophe-Contractor agreement form
- ■ Conflict of Interest form
- ■ References, in accordance with Section 2.12, *Definition of Responsive and Responsible*
- ■ Business Tax Receipt, if Applicable
- ■ Required insurance coverage **or proof of insurability** with bid
- ☐ Hold Harmless Agreement and/or Notice of Election to be Exempt, if required N/A
- ☐ Confidential Materials N/A
- ■ Litigations/Bankruptcy
- ■ Contact Information
- ■ Subcontractor information (if applicable)
- ■ Financial Information (Financial Statement, Certified Audit, Tax Return & Balance Sheet, etc.) if applicable
- ■ Electronic version of signed bid on CD and price sheet
- ■ The bidder must submit with his bid the Written Factory Certification.
- ■ Samples of rubber mulch
- ■ Samples of surfacing products – Pour-In-Place.

The School Board reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Invitation To Bid (ITB) No. **SDOC-16-B-087-LH" Playground Equipment, Surfacing, installations & Repair "**, and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Company TOP LINE RECREATION, INC

Per SONIA PERKINS (Print name)

Signature Sonia Perkins 03/21/16

Address PO BOX 391138

City DELTONA State FL ZIP 32739

Telephone 386.575.8356 Fax 888.909.0549

E-Mail Address INFO@TOPLINEREC.COM

Dunn & Bradstreet # 06-196-6478

Federal I.D. # 45-3009109

Division of Corporation Registration Number: P11000073376

Phone 800-921-4509 | Fax 888-909-0549 |

P.O. Box 391138 Deltona, FL. 32739

info@toplinerec.com

BID# SDOC-16-087-LH / PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION AND REPAIRS

#1 Playground Equipment	Catalog Name	Date	Discount
Brochure	Forestry Products / Go Mulch	NON-DATED	10%
Brochure	Safety 1st Playgrounds	NON-DATED	5%
Catalog	PW Athletics	2016	5%

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

Purchasing/Property Records/Warehouse
817 Bill Beck Boulevard, Building 2000 • Kissimmee• Florida 34744-4492
Phone: 407-870-4630 • Fax: 407-870-4616 • www.osceolaschools.net

SCHOOL BOARD MEMBERS
District 1 – Jay Wheeler
407-973-4141
District 2 – Kelvin Soto
407-361-2462
District 3 – Tim Weisheyer
407-361-0235
District 4 – Clarence Thacker, Chair
407-361-7906
District 5 – Ricky Booth, Vice Chair
407-818-9464

Superintendent
Melba Luciano

Executive Director of Contract Services
Stacey McMillian

Supervisor of Purchasing
Cheryl M. Jessee, CPPB, FCCM

March 1, 2016
BID # SDOC-16-B-087-LH
Playground Equipment, Surfacing, Installation and Repair

Addendum #1

The original Invitation to Bid (ITB) documents shall remain in full force and effect, except as modified herein, and shall take precedence over any contrary provisions in the prior documents. The Invitation to Bid Submittal deadline is **March 17, 2016 at 2:00 PM**.

This addendum is being issued to answer the questions that were submitted.

QUESTIONS

Question 1:
Do vendors that are not located in Osceola County have to hold an Osceola County Business Tax Receipt?

Answer 1:
If you do not hold a State License as issued by the Department of Professional Regulations in accordance of the Florida Statues 205.065 you must obtain an Osceola Business Tax Receipt in accordance with paragraph 2.37.

Question 2:
- What specifications and size of samples are to be submitted for the Surfacing Products (Pour-In-Place)?

Answer 2:
The School District of Osceola County does not have standards for Surfacing Products. Submit all specification product data sheets and 4" x 6" samples of product you are bidding to be considered by the District.

If you should have any questions regarding this addendum, please do not hesitate to contact Linda Hysell, the Purchasing Agent responsible for this project at hysellli@osceola.k12.fl.us or by phone at 407-343-8604.

Sincerely,

Cheryl M. Jessee

Cheryl M. Jessee, CPPB, FCCM
Supervisor of Purchasing

CMJ/lh

Acknowledgment of Addendum #1 by Vendor:
This addendum shall be completed by the Vendor and returned with the submittal. If submittal has already been submitted, this addendum must be submitted to the above address in a sealed envelope, which is marked on the outside: Addendum to ITB, ITB title and number.

This is to acknowledge receipt of this addendum, which will become part of the ITB document.

SONIA PERKINS
NAME (TYPED OR PRINTED)

Sonia Perkins
SIGNATURE

03/21/16
DATE

VICE PRESIDENT
TITLE

TOP LINE RECREATION, INC
VENDOR NAME

386.575.8356
PHONE NUMBER

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

Purchasing/Property Records/Warehouse
817 Bill Beck Boulevard, Building 2000 • Kissimmee• Florida 34744-4492
Phone: 407-870-4630 • Fax: 407-870-4616 • www.osceolaschools.net

SCHOOL BOARD MEMBERS
District 1 – Jay Wheeler
407-973-4141
District 2 – Kelvin Soto
407-361-2462
District 3 – Tim Weisheyer
407-361-0235
District 4 – Clarence Thacker, Chair
407-361-7906
District 5 – Ricky Booth, Vice Chair
407-818-9464

Superintendent
Melba Luciano

Executive Director of Contract Services
Stacey McMillian

Supervisor of Purchasing
Cheryl M. Jessee, CPPB, FCCM

March 7, 2016
BID # SDOC-16-B-087-LH
Playground Equipment, Surfacing, Installation and Repair

Addendum #2

The original Invitation to Bid (ITB) documents shall remain in full force and effect, except as modified herein, and shall take precedence over any contrary provisions in the prior documents. **The Invitation to Bid Submittal deadline has been changed to March 22, 2016 at 2:00 PM.**

If you should have any questions regarding this addendum, please do not hesitate to contact Linda Hysell, the Purchasing Agent responsible for this project at hysellli@osceola.k12.fl.us or by phone at 407-343-8604.

Sincerely,

Cheryl M. Jessee, CPPB, FCCM
Supervisor of Purchasing

CMJ/llh

Acknowledgment of Addendum #2 by Vendor:
This addendum shall be completed by the Vendor and returned with the submittal. If submittal has already been submitted, this addendum must be submitted to the above address in a sealed envelope, which is marked on the outside: Addendum to ITB, ITB title and number.

This is to acknowledge receipt of this addendum, which will become part of the ITB document.

Sonia Perkins
NAME (TYPED OR PRINTED)

SIGNATURE

03/21/16
DATE

Vice President
TITLE

Top Line Recreation, Inc
VENDOR NAME

386.575.8356
PHONE NUMBER

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services; a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, 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 violations 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 penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so 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 the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities.* The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733).***

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

TOP LINE RECREATION, INC
Organization Name

SDOC-16-B-087-LH Playground Equipment, Surfacing, Installation & Repairs
Bid Name & Number

SONIA PERKINS, VICE PRESIDENT - TERRY PERKINS, PRESIDENT
Names and Titles of Authorized Representative(s)

Signature(s)

03/04/16
Date

03/04/16

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", " participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

EMERGENCY / STORM RELATED CATASTROPHE AGREEMENT

Due to Acts of God, Acts of Terrorism or War, any vendors working with the School Board shall acknowledge and agree to the following terms and conditions. This will allow the School Board to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation To Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School Board, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School Board. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Osceola County or other government entity as opposed to a private citizen, on a first priority basis. The School Board expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

Terry Perkins — TERRY PERKINS — PRESIDENT

(Signature) (Print Name) (Title)

Emergency Telephone Number: 407-466-2909

Home Telephone Number: 386-789-4508

Beeper or Cellular Phone Number: 407-466-2909

CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* SONIA PERKINS, am the *(Title)* VICE PRESIDENT and the duly authorized representative of the firm of *(Firm Name)* TOP LI NE RECREATION, INC whose address is 2922H OWLAND BLVD, STE 3, DELTONA, FL 32735, and that I possess the Legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: Sonia Perkins

Printed Name: SONIA PERKINS

Firm Name: TOP LINE RECREATION, INC

Date: 03/04/16

STATE OF FL

COUNTY OF VOLUSIA

Sworn to and subscribed before me this 4 *day of* March, 2016, *by* Sonia Perkins, *who is personally known to me or who has produced* FL Driver License [redacted] *as identification.*

ANTHONY DAVID CARO
Commission # FF 959567
My Commission Expires
Feb ruary 10, 2020

(Seal)

NOTARY PUBLIC – STATE OF Florida

Type or print name: Anthony David Caro

Commission No.: FF 959567

Commission Expires Feb 10, 2020

LIST OF THREE REFERENCES

#1 Agency	Agency Name: CITY OF JACKSONVILLE – SOUTHBANK RIVERWALK
Address	111 RIVERSIDE AVENUE
City, State, ZIP	JACKSONVILLE, FL 32202
Contact Person	WILL INMAN
Telephone/ Fax	904-357-4936 / 904-475-7562
Email	will.inman@haskell.com
Date(s) of Service	03/03/2015
Type of Service	Type of Service: 18 SMALL TORNADO SHADE SYSTEMS
Comments:	
#2 Agency	PARKWOOD ESTATES
Address	400 PARKWOOD ESTATES DRIVE
City, State, ZIP	PLANT CITY, FL 33566
Contact Person	DARNA LOPEZ
Telephone/ Fax	813-752-2222 / 888-336-2746
Email	dlopez@yescommunites.com
Date(s) of Service	03/02/15
Type of Service	PLAYGROUND
Comments:	
#3 Agency	TOWN OF LANTANA – BICENTENNIAL PARK
Address	321 EAST OCEAN BLVD
City, State, ZIP	LANTANA, FL 33462
Contact Person	MIKE GREENSTEIN
Telephone/ Fax	561- 540-5766
Email	mgreenstein@lantana.org
Date(s) of Service	08/20/2015
Type of Service	PAVILION / APACHE SHELTER
Comments:	

City of Deltona, Florida
Local Business Tax Receipt
Pursuant to City Ordinance No. 10-2007

SECTION OF LAW
RETAIL MERCHANT

TOPLINE RECREATION, INC.
3221 DUDLEY DR
DELTONA FL

Account ID
12619
Exp. Date
09/30/2016

Note: This receipt shall be conspicuously displayed at your place of business or upon your person if not at a fixed place of business. This receipt is not a competency card and is not meant to be a certification of the holder's ability to perform any service. For questions relating to City of Deltona Local Business Tax please call 386-878-8560.

TOPLINE RECREATION, INC.
C/O TOPLINE RECREATION, INC.
P.O. BOX 391138
DELTONA, FL 32739

BY: Anna L. Taylor
B.T.-Revenue Supervisor

City of Deltona, 2345 Providence Blvd, FL 32725

FLORIDA

2016 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/15

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

Business Name and Location Address

TOPLINE RECREATION INC.
2922 HOWLAND BLVD STE 3
DELTONA, FL 32725-2900

Certificate Number

74-8015807745-2

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer,** use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller,** you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to **www.myflorida.com/dor** and select "*More e-Services*" and then "*Verify resale and exemption certificates*"
- Mobile App: ***Florida Tax (FL Tax)*** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.

2015/ 2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – 386-736-5938

Volusia County
FLORIDA

Receipt # 201205080001 **Expires:** September 30, 2016
Business Location: 3221 DUDLEY DR

Business Name: TOPLINE RECREATION INC
Owner Name: SONIA M PERKINS
Mailing Address: P.O.BOX 391138
DELTONA, FL 32739

BUSINESS TYPE	CODE	COUNT	TAX
Retail / Wholesale Sales	482	1	$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
TOP LINE RECREATION

Business name/disregarded entity name, if different from above
TOP LINE RECREATION

Check appropriate box for federal tax classification
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
2922 HOWLAND BLVD - SUITE # 3

Requester's name and address (optional)

City, state, and ZIP code
DELTONA, FL 32725

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
4 5 - 3 0 0 9 1 0 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Jamie Perkins Date ▶ 02/09/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ACORD

TOPLI-1 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2015

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

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

PRODUCER
Cooper Insurance Service, Inc
Playground Book
P.O. Box 638
Lapel, IN 46051
Steve B. Carraway

CONTACT NAME: Steve B. Carraway
PHONE (A/C, No, Ext): 765-534-3152 FAX (A/C, No): 765-534-2067
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western Heritage Insurance Co.	37150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Top Line Recreation, Inc.
3221 Dudley Drive
Orange City, FL 32738

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			SCP1017332	11/21/2015	11/21/2016	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)		N / A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

FIPOCHI

For Information purposes only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Carraway

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2016

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

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

PRODUCER
The Fairway Insurance Group, LLC
5461 North Federal Highway

Fort Lauderdale FL 33308

CONTACT NAME: Caryn Osborne
PHONE (A/C, No, Ext): (954) 772-9819 FAX (A/C, No): (954) 772-9564
E-MAIL ADDRESS: CARYN@TFIGINS.COM

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Progressive Express Insurance — 10193
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Topline Recreation, LLC
2922 Howland Boulevard
Suite 3
Deltona FL 32725

COVERAGES — CERTIFICATE NUMBER: 16-17 Auto COI — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE / OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY							
A	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ALL OWNED AUTOS	X	SCHEDULED AUTOS	02819424-0	1/1/2016	1/1/2017	BODILY INJURY (Per person)	$
X	HIRED AUTOS	X	NON-OWNED AUTOS				BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 10,000
	UMBRELLA LIAB / OCCUR							
	EXCESS LIAB / CLAIMS-MADE						EACH OCCURRENCE	$
	DED / RETENTION $						AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Comprehnsive			02819424-0	1/1/2016	1/1/2017	Deductible	$1,000
A	Collision			02819424-0	1/1/2016	1/1/2017	Deductible	$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2012 Chevy Sonic VIN #1G1JC6SH7C4197966
2013 Chevy Equinox vin #2GNALBEK0D1142917

CERTIFICATE HOLDER

SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Edward Brown/AI

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2016

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

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

PRODUCER

FLORIDA INSURE, LLLC
2588 CONNECTION POINT
OVIEDO, FL 32765

CONTACT NAME: KATRINA RICHEY
PHONE (A/C, No, Ext): 844-435-2467 FAX (A/C, No): 407-792-6467
E-MAIL ADDRESS: LYNE@FLAINS.COM

INSURED

TOPLINE RECREATION
P.O. BOX 391138
DELTONA, FL 32739

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NORGUARD INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR							
	EXCESS LIAB / CLAIMS-MADE						EACH OCCURRENCE	$
	DED / RETENTION $						AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS / OTHER	
X	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		TOWC700191	01/29/2016	01/29/2017	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

SAMPLE

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Katrina Richey

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Phone 800-921-4509 | Fax 888-909-0549 |

P.O. Box 391138 Deltona, FL. 32739

info@toplinerec.com

BID# SDOC-16-087-LH / PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION AND REPAIRS

3.0 SUBMITTAL REQUIREMENTS

O. LITIGATION

Top Line Recreation, Inc. has not been involved in any litigations, arbitrations or administrative proceedings within the past five (5) years.

Phone 800-921-4509 | Fax 888-909-0549 |

P.O. Box 391138 Deltona, FL. 32739

info@toplinerec.com

BID# SDOC-16-087-LH / PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION AND REPAIRS

3.0 SUBMITTAL REQUIREMENTS

P. CONTACT

Placement of Order

Laura Porretta	800.921.4509 x103

Coordination of Service

Terry Perkins	
Regular-hours	386.575.8357
After-hours, weekends & holidays	407.466.2909

Phone 800-921-4509 | Fax 888-909-0549 |

P.O. Box 391138 Deltona, FL. 32739

info@toplinerec.com

BID# SDOC-16-087-LH / PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION AND REPAIRS

#4 List of Certified Installers

Contact for installation by any of the sub-contractors is Laura @ Top Line Recreation - 386.575.8356

Al Bosgraaf and Sons, Inc
PO Box 391004
Deltona, Fl

D.W. Recreation
2500 NW 79th Ave, #258
Doral, FL

Johnny Pitts Construction
4124 Pace Lane
Milton, FL

The Playground Guys, Inc.
5600 Lamay Drive
Stuart, FL

FINANCIAL STABILITY STATEMENT

SONIA M PERKINS – PRESIDENT OF TOP LINE RECREATION, INC on March 4, 2016, declare that Topline Recreation, INC and all its sub-contractors are financially stable and have the necessary resources, human and financial, to provide the level required , upon Request a third party financial verification will be provide .

Sonia Perkins

SONIA M PERKINS

03/04/16

Date

TOPLINE RECREATION, INC.
FINANCIAL STATEMENTS
December 31, 2014

TOPLINE RECREATION, INC.
FINANCIAL STATEMENTS
December 31, 2014

TABLE OF CONTENTS

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Statement of Income and Retained Earnings	3

TOPLINE RECREATION, INC.
BALANCE SHEET
December 31, 2014

ASSETS

Current Assets		
Cash	$	90,847
Accounts receivables, net		330,919
Other current assets		15,987
Total Current Assets		437,753
Property, Plant and Equipment, net		2,889
Other Assets		
Other receivables		43,949
		43,949
Total Assets	$	484,591

LIABILITIES AND SHAREHOLDERS' EQUITY

Current Liabilities		
Accounts payable	$	185,779
Other payables		26,111
Total current liabilities		211,890
Loans payable		94,156
		94,156
Shareholders' Equity		
Shareholders' equity		34,880
Retained earnings		143,667
		178,547
	$	484,593

TOPLINE RECREATION, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2014

Income	
Sales, net of returns	$ 1,502,695
Cost of sale	1,203,652
	299,043
Expenses	
Marketing expenses	3,335
General & administrative expenses	52,280
Insurance	15,416
Maintenance & repairs	134
Payroll & payroll taxes	96,486
Professional fees	3,676
Leases	4,284
Depreciation & amortization	2,175
Total expenses	177,786
	121,257
Other income (expenses)	
Interest expense	(3,594)
Net Income / (Loss)	117,663
Retained earnings - beginning of period	26,002
Retained earnings - ending of period	$ 143,665

See Accountants' Compilation Report

Burke®
PLAY THAT MOVES YOU.

March 10, 2016

To Whom It May Concern,

Please consider this letter as verification that D. W. Recreation at 2500 N.W. 79th Avenue #258, Doral, Florida is an Authorized Installer of playground, park and recreation equipment manufactured by BCI Burke Company, LLC.

Sincerely,

Ken Krug
Plant Manager
BCI Burke Company, LLC

KK /ew

BCI Burke Company
P.O. Box 549 • Fond du Lac, WI 54936-0549 • (920) 921-9220 • (920) 921-9566 www.bciburke.com
Play That Moves You™

CPSI

National Recreation and Park Association

Let it be known that

Donald West

has met the requirements of the standards set forth by the

National Certification Board

and is hereby granted certification as a

Certified Playground Safety Inspector

CPSI Certified Playground Safety Inspector

NATIONAL CERTIFICATION BOARD CHAIRPERSON

NRPA PRESIDENT AND CEO

9/19/2013

DATE CERTIFIED

159645-1016

CERTIFICATION NUMBER

10/1/2016

EXPIRATION DATE

National Recreation and Park Association

Burke®
PLAY THAT MOVES YOU.

March 16, 2016

To Whom It May Concern,

Please consider this letter as verification that Al Bosgraaf & Sons, Inc., PO Box 391004, Deltona, Florida, is an Authorized Installer of playground, park and recreation equipment manufactured by BCI Burke Company, LLC.

Sincerely,

Ken Krug
Plant Manager
BCI Burke Company, LLC

KK /ew

BCI Burke Company
P.O. Box 549 • Fond du Lac, WI 54936-0549 • (920) 921-9220 • (920) 921-9566 www.bciburke.com
Play That Moves You™

National Recreation and Park Association

Let it be known that

Gerald Bosgraaf

has met the requirements of the standards set forth by the

National Certification Board

and is hereby granted certification as a

Certified Playground Safety Inspector

Certified
Playground
Safety Inspector

NATIONAL CERTIFICATION BOARD CHAIRPERSON

4/22/2014
DATE CERTIFIED

VICE PRESIDENT AND CEO

161765-0517
CERTIFICATION NUMBER

5/1/2017
EXPIRATION DATE

National Recreation
and Park Association

Burke®
PLAY THAT MOVES YOU.

March 11, 2016

To Whom It May Concern,

Please consider this letter as verification that Johnny Pitts Construction, 4124 Pace Lane, Milton, Florida, is an Authorized Installer of playground, park and recreation equipment manufactured by BCI Burke Company, LLC.

Sincerely,

Ken Krug
Plant Manager
BCI Burke Company, LLC

KK /ew

BCI Burke Company
P.O. Box 549 • Fond du Lac, WI 54936-0549 • (920) 921-9220 • (920) 921-9566 www.bciburke.com
Play That Moves You™

National Recreation and Park Association

Let it be known that

JOHNNY PITTS

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

Certified
Playground
Safety Inspector

Eddie Hill
NATIONAL CERTIFICATION BOARD CHAIRPERSON

Barbara Tulipane
NRPA PRESIDENT AND CEO

November 06, 2014
DATE CERTIFIED

25293-1217
CERTIFICATION NUMBER

December 01, 2017
EXPIRATION DATE

National Recreation
and Park Association

Burke®
PLAY THAT MOVES YOU.

March 10, 2016

To Whom It May Concern,

Please consider this letter as verification that The Playground Guys, Inc., 5600 Lamay Drive, Stuart, Florida, is an Authorized Installer of playground, park and recreation equipment manufactured by BCI Burke Company, LLC.

Sincerely,

Ken Krug
Plant Manager
BCI Burke Company, LLC

KK /ew

BCI Burke Company
P.O. Box 549 • Fond du Lac, WI 54936-0549 • (920) 921-9220 • (920) 921-9566 www.bciburke.com
Play That Moves You™

National Recreation and Park Association

Let it be known that

ROBERT JONES

has met the requirements of the standards set forth by the

National Certification Board

and is hereby granted certification as a

Certified Playground Safety Inspector

Certified Playground Safety Inspector

NATIONAL CERTIFICATION BOARD CHAIRPERSON

NRPA PRESIDENT AND CEO

4/5/2013

DATE CERTIFIED

22062-0516

CERTIFICATION NUMBER

5/1/2016

EXPIRATION DATE

National Recreation and Park Association

City of Fernandina Beach
Five Year Capital Plan

Priority A:
1. Capital Improvements needed to protect public health and safety.
2. Capital Improvements needed to fulfill a State or Federal mandate.
3. Capital Improvements needed to fulfill a legal or regulatory requirement.
4. Capital improvements needed to complete an ongoing project.
5. Capital improvements that are shovel ready (funding, permits, etc. are in place).
6. Capital improvements needed to correct existing deficiencies or maintenance issues.

Priority B:
1. Capital Improvements needed to meet or maintain adopted level of service standards.
2. Capital improvements needed to implement adopted plans or studies.
3. Capital improvements that are eligible for grant funding.
4. Capital improvements that will promote economic development.
5. Capital improvements that will reduce operating and/or maintenance costs.

Priority C:
1. Capital Improvements that will increase efficient use of existing public facilities where the economic benefit that results from the improvement exceeds the economic cost of making the improvement.
2. Capital Improvements that will promote redevelopment and/or infill development.

Priority D:
1. Capital Improvements needed to accommodate projected new development, that are consistent with the FLUM, and which represent a logical extension of public facilities.
2. Capital Improvements needed to serve developments that were approved prior to the adoption of thie Fernandina Beach Comprehensive Plan.

Priority E:
1. Capital Improvements that will further the plans of the St. Johns River Water Management District and other State agencies that may provide public facilities within the City.

Project Title/Justification	Funding Source			Cost	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	Priorities (Per Comp Plan Policy 8.01.02)				
	Gen Fund		*Other							A	B	C	D	E
Capital Improvement Fund (300)														
Finance Department														
Parks Department *AMENDED*														
~~REPLACE FENCING AT BUCANNEER FIELD~~	~~100%~~			~~60,000~~	~~60,000~~		-			~~1,6~~	~~1~~			
ATLANTIC PARK PLAYGROUND	***100%***			***60,000***	***60,000***					***1,6***	***1***			
REPLACE BEACH ACCESS 40 & 35S	100%			200,000	200,000					1,6				
DOWNTOWN STREET IMPROVEMENTS	100%			42,000	42,000					4,6	3			
GROUP RELAMP FOR BUCCANEER FIELD	100%			50,000		50,000				6	1			
BEACH WALKOVERS RENOVATIONS AND RESTORE MATERIAL APPLICATIONS	100%			275,000		75,000	25,000	100,000	75,000	6	1			
CONCRETE CURBING FOR YBOR PARKING LOT	100%			35,000		35,000				1,6	1			
RESTORE 2 EXISTING GREENWAY BRIDGES	100%			45,000		45,000				1,6				
PHASE II MAIN BEACH BOARDWALK	100%			180,000		180,000				1,6	1			
PUTT PUTT LIGHTING	100%			65,000		65,000				1,6	2			
INSTALL PARK COMPONENTS ON PROPERTY NEAR GOLF COURSE	75%	25%		800,000		200,000	200,000	200,000	200,000	1,6	1			
REDECK NORTH BEACH PARK DUNE WALKOVER	100%			65,000		65,000				1,6	1			
REPLACE PLAYGROUND EQUIPMENT AT ATLANTIC	100%			65,000		65,000				1,6				
INSTALL PAVILION AT POP WARNER FIELD	100%			35,000			35,000			1,6	1			
EXPAND SOCCER CONCESSION & RESTROOMS	100%			75,000			75,000			6				
REPLACE PLAYGROUND EQUIPMENT AT MAIN BEACH PARK	100%			75,000			75,000			1,6	1			

1. County 5. FIND 9. Impact Fees 13. FBIP
2. FRDAP 6. FDOT 10. Assessments 14. Fines
3. State 7. FAA 11. Enterprise 15. Unclaim Prop
4. Federal 8. Loan 12 Utility Bond

Advanced Recreational Concepts, LLC
Melbourne, FL 32934

Toll Free - 1-866-957-2355/Toll Free Fax - 1-866-957-2356

Proposal

Prepared For	Felicia Giannini	Date	4/6/2018
Organization	City of Fernandina Beach Nan Voit 2500 Atlantic Avenue	Quotation #	20492
		Prepared By	Joe Ben Frye - EN
		Payment Terms	Net 30
Customer Phone	904-277-7350	Prices Valid Until	6/6/2018
Customer Fax	904-277-7353	Project Name	Atlantic Park
County	Nassau		
Ship To	Atlantic Park 2500 Atlantic Ave. Fernandina Beach, FL 32034		

Product ID	Description	Qty	Price	Total
	PROPOSAL IS FOR SUPPLY AND DELIVERY ONLY INSTALLATION IS QUOTED SEPARATELY - Minimum Use Zone: 37' x 40' - No Engineering Drawings Included			
PR-R5	Playcraft Systems Custom Round-5 Play System R50797AFA	1	39,916.39	39,916.39T
Freight	Freight Charges THIS IS AN ESTIMATE ONLY. Due to the volatile nature of the transportation industry, freight charges may be re-quoted at the time of order	1	5,700.00	5,700.00T

Subtotal	$45,616.39
Sales Tax (0.0%)	$0.00
Total	$45,616.39

Signature _____ Print Name/Title _____ Date _____ P.O. # + 13,400.- for install + permit $59016.39

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.

Play Space Services, Inc.
Innovative Solutions

3125 Skyway Circle
Melbourne, Fl. 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

PROPOSAL

Date: 4/6/2018

Proposal # 16908

Prepared for: F. Giannini

Customer Phone: 904-277-7350

Customer Fax: 904-277-7353

Organization: City of Fernandina Beach
Nan Voit
2500 Atlantic Avenue
Fernandina Beach FL 32034

Payment Terms: Net 30

Proposal Valid Until: 6/6/2018

Project: Atlantic Park

Ship To: Atlantic Park
2500 Atlantic Ave.
Fernandina Beach, FL 32034

Sales Rep: JBF

Scope of Services:

DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL #20492

TO BE DONE OR PROVIDED BY OTHERS:
- Removal of Existing Playground and Footers
- Borders and ADA wood Mulch by Owner

PROJECT NOTES:
- Pricing is Based on Clear Access to Site to Include Small Machinery
- Pricing is Based on Staging/Delivery Area being Next to Installation Area
- Pricing is Based on Offloading of Products on Site and Immediate Installation

Installation to Include the Following
- Offloading of Products on Site
- Installation of Playground Equipment
- Installation of Playground Concrete Footers
- PSS to provide Dumpster for spoils from Concrete Footers and Packaging Materials

TOTAL - $13,000.00

Permitting and administration - Note that this includes submission of documentation either specified and included in this proposal, such as engineered drawings or provided by the owner - should any additional testings or documentation be required - such as soil bearings, site drawings or surveys and so forth, costs associated with them will be the responsibility of the owner. - ADMINISTRATION COSTS ONLY
TOTAL - $400.00

Proposal includes the following: labor and insurance in accordance with manufacturer specifications.
Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site.

Subtotal

Sales Tax (0.00)

TOTAL

Signature: Print Name/Title: _____ Date _____ P.O. #_____

The above quotation is based upon site access for heay equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

Play Space Services, Inc.
Innovative Solutions

3125 Skyway Circle
Melbourne, Fl. 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

PROPOSAL

Date: 4/6/2018

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Organization: City of Fernandina Beach
Nan Voit
2500 Atlantic Avenue
Fernandina Beach FL 32034

Payment Terms: Net 30

Proposal Valid Until: 6/6/2018

Project: Atlantic Park

Ship To: Atlantic Park
2500 Atlantic Ave.
Fernandina Beach, FL 32034

Sales Rep: JBF

Scope of Services:

DESCRIPTION

Items to be managed by customer unless otherwise stated in proposal:
Site security and safety requirements while job is in progress.
All underground utilities be marked prior to installation.
Provide benchmark for required elevation to be established.

Subtotal	$13,400.00
Sales Tax (0.00)	$0.00
TOTAL	$13,400.00

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature: _____... Print Name/Title: _____ Date _____P.O. #_____

The above quotation is based upon site access for heay equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

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

QUOTE
#81700

03/02/2018

Amelia Pre-School Playground

City of Fernandina Beach Parks & Recreation
Attn: Felicia Giannini
2500 Atlantic Avenue
Fernandina Beach, FL 32034
Phone: 904-310-3364
Fax: 904-310-3462
fgiannini@fbfl.org

Ship To Zip: 32034

Qty	Part #	Description	List $	Selling $	Ext. Selling $
1	RDU	Game Time - Custom PrimeTime System	$56,361.00	$36,634.65	$36,634.65
1	178749	Game Time - Owner's Kit	$52.00	$52.00	$52.00
1	564	Game Time - Curved Balance Beam	$692.00	$581.28	$581.28
1	3205	Game Time - Spinning Sensory Wave Seat	$1,043.00	$876.12	$876.12
1	6415	Game Time - F/S Space Loop Climb	$3,194.00	$2,682.96	$2,682.96
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services - *Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!*	$15,800.00	$15,800.00	$15,800.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2017 6th Ed Building Code Drawings	$995.00	$995.00	$995.00
1	Permits	5-Star Plus - Building Permits - *Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted.* ***Site Plans are to be provided by the owner for the permit application.***	$1,250.00	$1,250.00	$1,250.00

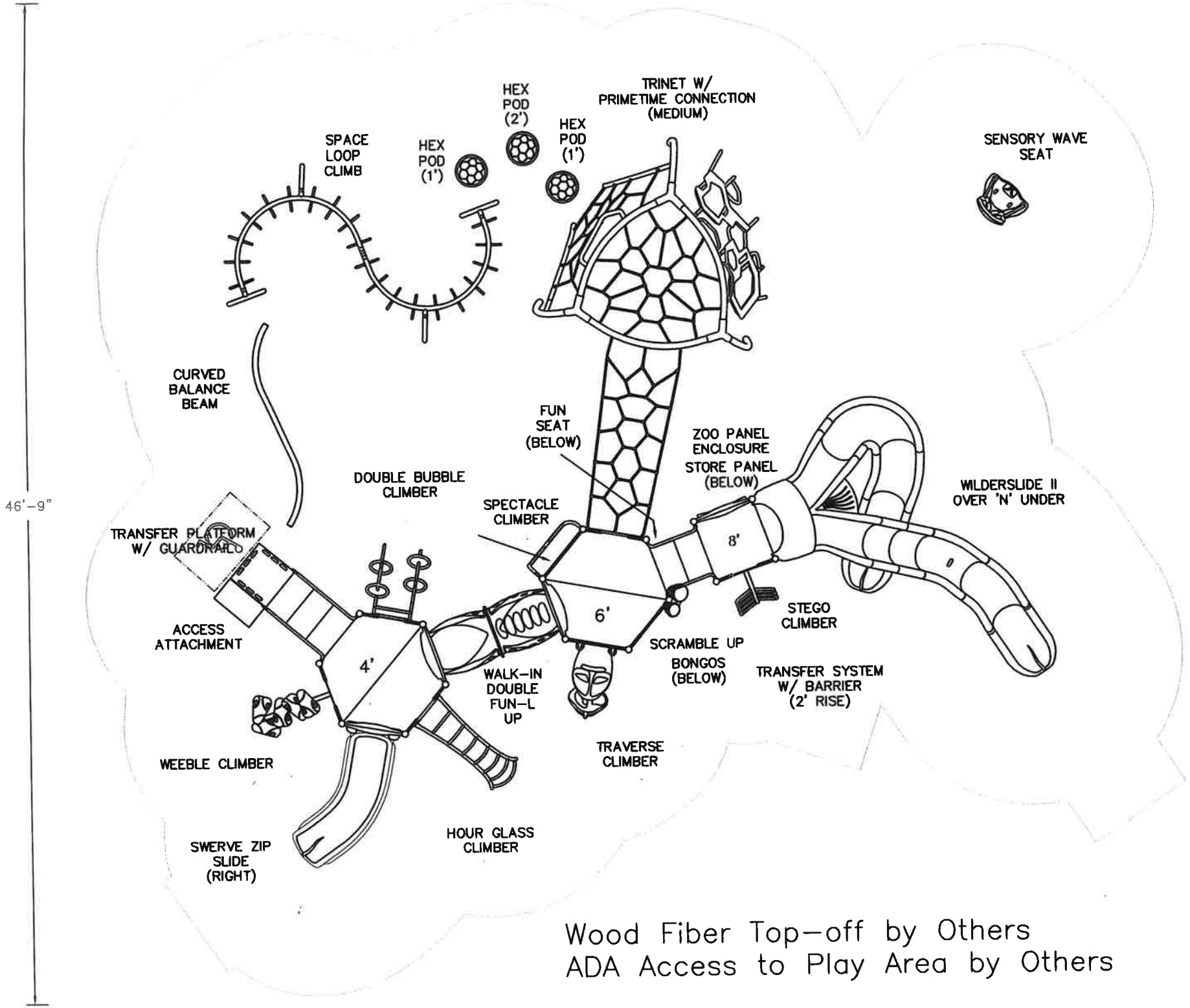
Safety Surfacing By Others.
ADA Access by Others.
Contract: USC

SubTotal:	$58,872.01
Freight:	$1,889.24
Total Amount:	**$60,761.25**

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

All pricing in accordance with U.S. Communities Contract #2017001134.
All terms in the U.S. Communities Contract take precedence over terms shown below.
For more information on the U.S. Communities contract please visit www.uscommunities.org/gametime

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



Wood Fiber Top-off by Others
ADA Access to Play Area by Others

QUOTE

QUOTE #	TLRQ2286-03
PROJECT NAME	Playground

Bill to:

Felicia Giannini
City of Fernandina Beach Parks and Recreation
2500 Atlantic Avenue
Fernandina Beach, FL 32034
904-310-3364
fgiannini@fbfl.org

Ship to:

Felicia Giannini
City of Fernandina Beach Parks and Recreation
2500 Atlantic Avenue
Fernandina Beach, FL 32034
904-310-3364
fgiannini@fbfl.org

Top Line Recreation Inc.

2922 Howland Blvd, Suite 3, Deltona, FL 32725

800-921-4509

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Will Johnson	NET 30	Apr 24, 2018	**Apr 26, 2018**

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		OSCEOLA COUNTY SCHOOLS CONTRACT SDOC-16-B-087-LH		
1	134-107636-3	BCI Burke Intensity, Nucleus Play Proposal - See Attached Drawings	$54,456.00	$54,456.00
		7.0% Discount per Osceola County Schools Contract		-$3,811.92
1	SPECDISC	Special Discount	-$12,198.14	-$12,198.14
1	ENG1	FL Professional Engineer Sealed Drawings and Calculations	$792.68	$792.68
1	FREIGHT	Freight to Fernandina Beach, FL 32034	$5,182.93	$5,182.93
1	INSTALL-B	Installation of 134-107636-3 Burke Play Equipment *This does not include services for any unforeseen/unusual site conditions. Any additional work required to complete construction may result in additional charges unless quoted otherwise.	$16,304.10	$16,304.10
1	INSTALL-B	Permitting (This does not Include the Cost of the Actual Permit) *If your jurisdiction requires erosion control and/or ADA walkways above our scope of work stated there will be an additional charge for these added services.	$853.66	$853.66
		NOTE: Surfacing not included. **NOTE: Remove and Haul off Existing Equipment incl. Footings - By Others.**		
1	TLRC	Top Line Courtesy Discount	-$1,600.00	-$1,600.00

SUBTOTAL	$59,979.31
TAX RATE	
SALES TAX	$0.00
TOTAL	$59,979.31

Please contact me if I can be of further assistance.

2922 Howland Blvd, Suite 3
Deltona, FL 32725
386-789-4508 / 888-909-0549 Fax
800-921-4509 Toll Free
info@toplinerec.com

Client:

General Terms:

Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the manufacturer and all resulting charges will be applied to your account.

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

Installation Terms:
Standard Services Include:
- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
- Moving New Equipment to Job Site
- Layout of Equipment
- Installation of Equipment and Materials Per Manufacturer's Instructions
- Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
- Post-Installation Walk Through
- Maintenance Explanation

Customer Responsibilities (Applicable if Top Line Recreation, Inc is NOT installing):

- Trash Disposal - Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) $500.00 Charge will Apply if Customer Wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.
- Provide Access as Outlined below.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):
- Removal of Existing Equipment.
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

Building permits
Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on last invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

Other Notes:
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.
Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

If a special inspection is required, an additional fee of $700.00 will be added to the final invoice.

Acceptance Signature _____ Date _____ P.O. # _____

Tax Exempt No._____

BCIBURKE.COM | 800.266.1250

Burke
PLAY THAT MOVES YOU.

Top Line
RECREATION

FERNANDINA BEACH RECREATION

PROPOSAL: 134-107636-3

BCIBURKE.COM | 800.266.1250

Burke
PLAY THAT MOVES YOU

Top Line
RECREATION

FERNANDINA BEACH RECREATION

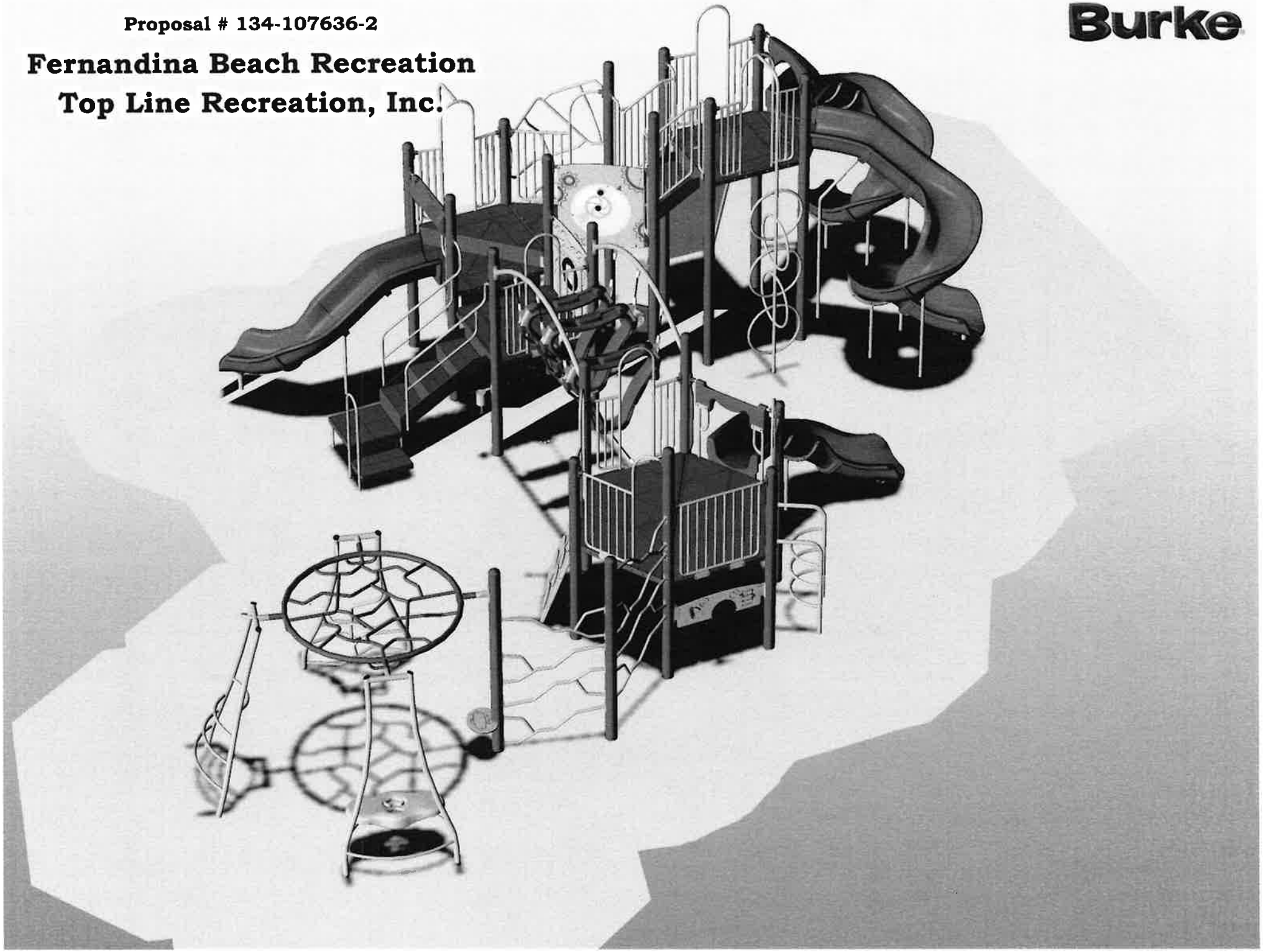
PROPOSAL: 134-107636-3

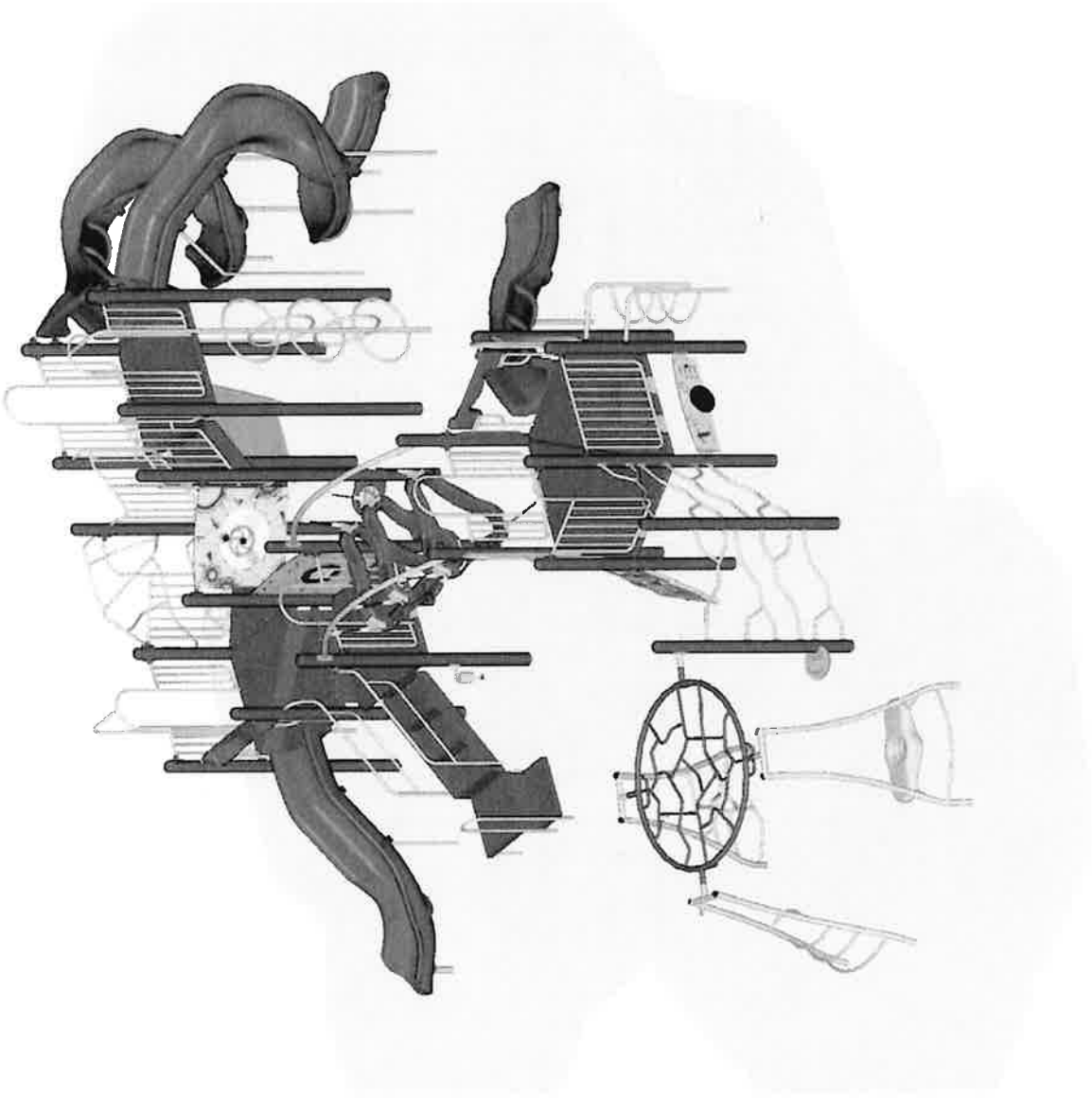
Proposal # 134-107636-2

Fernandina Beach Recreation

Top Line Recreation, Inc.

Burke





Burke

April 03, 2018

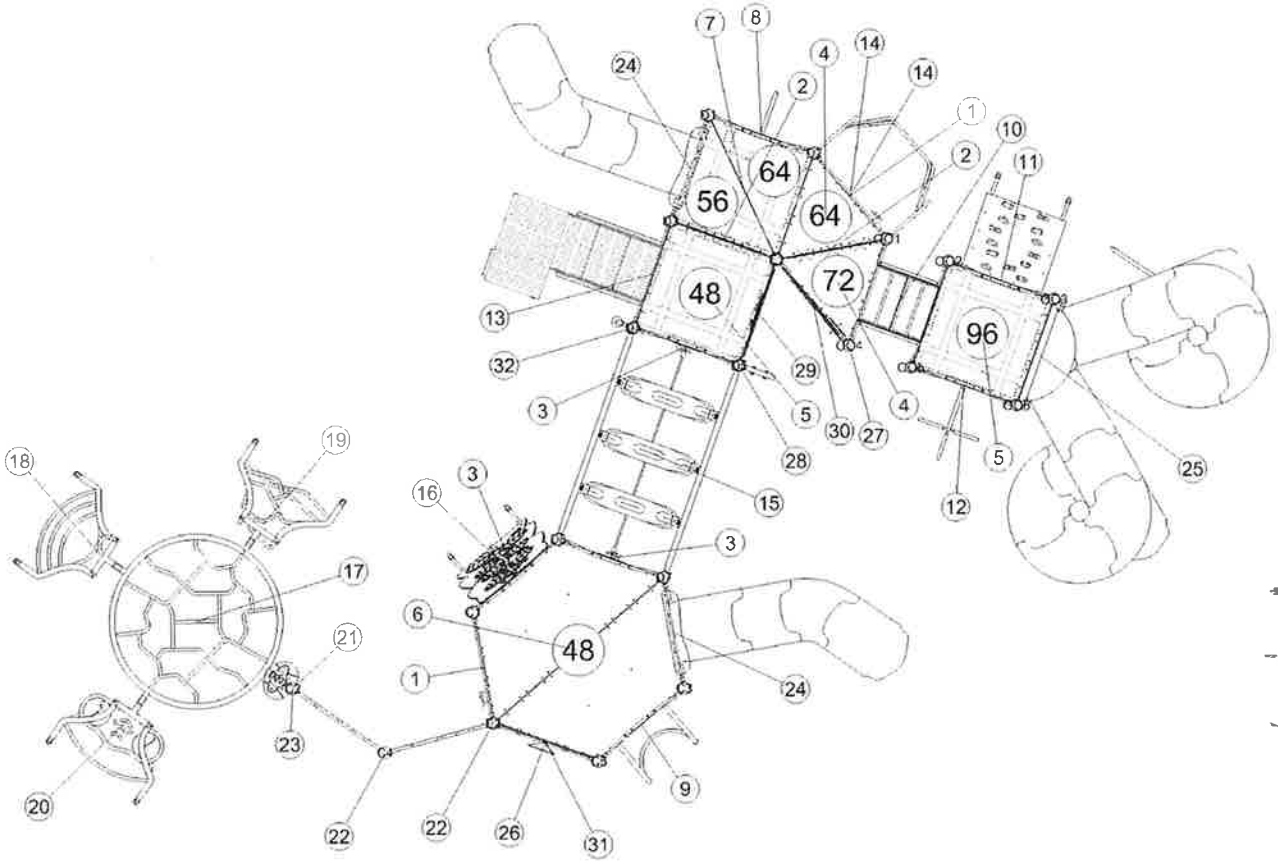
SERIES: Intensity, Nucleus
ISOMETRIC PLAN
DRAWN BY: Maggie Colton

Fernandina Beach Recreation
2500 Atlantic Ave.
Fernandina Beach, FL 32034

Top Line Recreation, Inc.
134-107636-2

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

ITEM	COMP.	DESCRIPTION
1	270-0001	OFFSET ENCLOSURE
2	270-0050	8" CLOSURE PLATE
3	270-0112	UNITARY ENCLOSURE
4	270-0129	TRIANGLE PLATFORM
5	270-0130	SQUARE PLATFORM
6	270-0131	HEXAGONAL PLATFORM S5P
7	270-0136	SPLIT SQUARE PLATFORM
8	370-0154	SLIDING POLE 56"-72"
9	370-0164	LOOP RUNG LADDER 32" - 48"
10	370-0467	24" TRANSITION STAIR W/BARRI
11	370-0494	STONE SLOPE CLIMBER 96"
12	370-0557	LINKING RING CLIMBER 80"-96"
13	370-0720	TRANSFER STATION, HANDRAIL
14	370-0763	ODYSSEY DECK LINK
15	370-0801	TRIGON ARCH LINK, 8"-48"
16	370-0805	JUNGLE VINE CLIMBER 48"
17	370-0829	PLEXUS OVERHEAD
18	370-0831	PLEXUS RUNG CLIMBER
19	370-0832	PLEXUS TANGLE CLIMBER
20	370-0833	PLEXUS STEP CLIMBER
21	370-0834	OVERHEAD POST ATTACHMENT
22	370-0868	TREE BRANCH CLIMBER-4
23	370-1608	OVISTEP LAUNCH PAD
24	470-0542	VIPER R 48-56
25	470-0575	VIPER II DOUBLE SPIRAL 96
26	570-0394	PIPE WALL
27	570-0716	CLICKER ACTIVITY PANEL
28	570-0717	RAINDROPS ACTIVITY PANEL
29	570-1863	RAIN WHEEL PANEL
30	570-1864	GEAR PANEL
31	570-2668	CAR ACCESSIBLE REACH PANEL
32	670-0156	POST MOUNTED BELL



- 3 Slides
- 9 Climbers
- 5 panels

Burke

SERIES: Intensity, Nucleus

COMPONENT PLAN

DRAWN BY: Maggie Colton

Fernandina Beach Recreation

2500 Atlantic Ave.

Fernandina Beach, FL 32034

Top Line Recreation, Inc.

134-107636-2

April 03, 2018

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Top Line Rec

ABOUT : GENERATIONS WARRANTY®

GENERATIONS WARRANTY®

THE LONGEST AND STRONGEST WARRANTY IN THE INDUSTRY

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™) against structural failure due to corrosion, deterioration or workmanship.

One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.

One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)

One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™).

Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.

Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.

Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.

Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.

Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty

Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.

Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.

Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.

Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval.
Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED
TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL
WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS
WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE
EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect
installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized
repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from
the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable
number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the
product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without
limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in

the removal of products or the installation of replacement
products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2018

Customer Service: 1-920-921-9220

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CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-96
Final Plat Approval - North Pointe Replat

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-96.

SYNOPSIS: The applicant requests to convert the remaining undeveloped ten home sites to common area/ openspace.

Staff recommends approval.

FISCAL IMPACT: The proposed change will likely result in a potential loss of revenues (property taxes and fees associated with residential uses).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-96.

Dale Martin, City Manager	07/03/2018
Patti Clifford, Comptroller	07/05/2018
Tammi E. Bach, City Attorney	07/05/2018

Kelly N. Gibson, AICP

Date: June 14, 2018

Submitted By: Kelly Gibson, AICP, Planning Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-96

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING FINAL PLAT, PLANNING ADVISORY BOARD CASE 2018-15 TITLED, "NORTH POINTE REPLAT"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Pointe of Fernandina Beach Homeowners Association, Inc. has applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a final plat titled, "North Pointe Replat"; and

WHEREAS, the North Pointe Replat, reduces the number of buildable residential units by ten and places the property into common area tracts of land; and

WHEREAS, staff has reviewed the applicant's request for a final plat and found the request to be compliant with the City's Comprehensive Plan and Land Development Code; and

WHEREAS, the Planning Advisory Board reviewed the final plat request at a public meeting on June 13, 2018, and issued a recommendation of approval.

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

SECTION 1. The plat titled, "North Pointe Replat," is hereby accepted and approved as a final plat.

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 17th day of July, 2018.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

OFFICE USE ONLY

REC'D: _____ BY: _____

PAYMENT: $_____ TYPE: _____

APPLICATION #: _____

CASE #: _____

BOARD MEETING DATE: _____

PLANNING ADVISORY BOARD APPLICATION

- ☐ ZONING MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LAND USE MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LDC TEXT AMENDMENT ($850)
- ☐ COMP PLAN AMENDMENT ($850)
- ☐ SUBDIVISION PLAT – PRELIM ($750)
- ☑ SUBDIVISION PLAT – FINAL ($850)
- ☐ VACATION OF R.O.W. ($850)
- ☐ VOLUNTARY ANNEXATION ($1050)

APPLICANT INFORMATION

Owner Name: North Pointe of Fernandina Beach Homeowners Association, Inc.

Mailing Address: PO Box 1987, Yulee FL 32041

Telephone: (904) 261-1833 Fax: (904) 212-0350

Email: info@tpislandlaw.com

Agent Name: Teresa L. Prince, Tomassetti + Prince

Mailing Address: 406 Ash Street, Fernandina Beach, FL 32034

Telephone: (904) 261-1833 Fax: (904) 212-0350

Email: tprince@tpislandlaw.com

PROPERTY INFORMATION

Street Address: Tarpon Avenue, Fernandina Beach, FL

Parcel Identification Number(s): (see attached)

Current Plat Book 5, Pg 47 North Pointe

Lot Number: 31-40 Block Number: _____ Subdivision: North Pointe

Section: 9, 12 Township: 3 North Range: 29 East

PROJECT INFORMATION

Total Number of Lots/Parcels: 10 existing Lots to be converted to two tracts: Tract A: 6,885 ft² and Tract B: 10,643.62 ft²

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

Existing Zoning Classification: R-2 with PUD overlay

Existing Future Land Use Classification: High Density Residential

Previous Planning/Zoning Approvals: PUD approved 9/1/1981

Description of Request:

Request replat to convert 10 vacant lots into two Common Area Tracts.

SIGNATURE/NOTARY

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

5/9/18
Date

Signature of Applicant

STATE OF FLORIDA
ss
COUNTY OF NASSAU

Subscribed and sworn to before me this 9th day of May, 2018.

JAIME HERRMANN
Commission # FF 920297
My Commission Expires
September 21, 2019

Jaime Herrmann
Notary Public: Signature

Jaime Herrmann
Printed Name

9/21/19
My Commission Expires

Personally Known X OR Produced Identification _____ ID Produced: _____

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE Bryant Cecil, President of North Pointe of Fernandina Beach Homeowners Association, Inc.
(print name of property owner(s))

hereby authorize: Teresa L. Prince, of Tomassetti + Prince.
(print name of agent)

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

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

(Signature of owner) (Signature of owner)

Bryant Cecil
(Print name of owner) (Print name of owner)

STATE OF FLORIDA
ss
COUNTY OF NASSAU

Subscribed and sworn to before me this 9th day of May, 2018.

JAIME HERRMANN
Commission # FF 920297
My Commission Expires
September 21, 2019

Jaime Herrmann — Jaime Herrmann — 9/21/19
Notary Public: Signature — Printed Name — My Commission Expires

Personally Known X OR Produced Identification _____ ID Produced: _____

UNIVERSITY OF PRINCE
EDWARD ISLAND
LIBRARY

Attachment to PAB Application

Property Information

Parcel Identification Numbers:

00-00-31-1470-0031-0000

00-00-31-1470-0032-0000

00-00-31-1470-0033-0000

00-00-31-1470-0034-0000

00-00-31-1470-0035-0000

00-00-31-1470-0036-0000

00-00-31-1470-0037-0000

00-00-31-1470-0038-0000

00-00-31-1470-0039-0000

00-00-31-1470-0040-0000

Law Office of

TOMASSETTI & PRINCE

A. Jeffrey Tomassetti
Teresa L. Prince

May 11, 2018

LETTER OF INTENT FOR NORTH POINTE REPLAT

Justification of Proposed Action

Our office represents the North Pointe of Fernandina Beach Homeowners Association, Inc. (the "Association"). The purpose of the proposed replat of North Pointe is to convert 10 vacant lots, Lots 31 – 39 ("Remaining Lots"), into a Common Area that will formalize the current use of the Remaining Lots as Common Area (recreation and open space) for the residents of the Association.

The Planned Unit Development was approved September 1, 1981, and the original Plat was recorded at Plat Book 5, Page 27 on August 31, 1982. It appears that the original developer of North Pointe intended that the Remaining Lots be developed into residential sites. However, the original developer failed to finalize the North Pointe development and defaulted on its obligations to the bank resulting in the bank taking title to the Remaining Lots as deeds in-lieu-of foreclosure. Upon the bank's ownership of the Remaining Lots, the bank failed to pay assessments to the Association. Consequently, on April 24, 1998, the bank conveyed the Remaining Lots back to the Association as deeds in-lieu-of foreclosure in exchange for a release of claims for the unpaid assessments. These Remaining Lots have been owned by the Association and remained vacant and undeveloped ever since.

On May 31, 2016, the Association received notice from the Office of the Nassau County Property Appraiser that the Remaining Lots did not appear to be declared as Common Area on the Plat and that in order to remain exempt from ad valorem taxation, the Remaining Lots must be declared as Common Area and not subject to future development. The City of Fernandina Beach, Florida ("the City") Planning Department advised the Association that the Plat must be amended to change the designation of the Remaining Lots as common area on the plat. Consequently, it is the intent of the Association and its constituents, that the Remaining Lots owned by the Association not be developed, but rather be converted into a Common Area. As evidence of this intent, the Association amended its Declaration on January 10, 2018, to designate the Remaining Lots as Common Area. Please see the attached amendment properly adopted and recorded by the Association.

The Consistency of the Proposed Action with the City's Comprehensive Plan

As explained below, the proposed replat is consistent with the City of Fernandina Beach's Comprehensive Plan (the "Comp Plan"):

406 Ash Street • Fernandina Beach, Florida • 32034
Telephone: (904) 261-1833 • Fax: (904) 212-0350 • Email: tprince@tpislandlaw.com

a. By preserving the Remaining Lots as Common Area, the replat is consistent with Policy 1.02.10 of the Comp Plan by protecting "access to light, air, and open space."

b. The replat will protect environmental resources and urban forestry consistent with Policy 1.03.01 of the Comp Plan.

c. In accord with Objective 5.10 of the Comp Plan, the replat would encourage development in a manner which "sustains local wildlife, their habitat, and the ecological services of the land." More specifically, under Policy 5.10.01(d), the replat would "preserve native vegetation and habitat types."

d. An approval of the replat is consistent with Objective 6.02 of the Comp Plan by ensuring the availability of "recreational facilities and open space."

e. Consistent with Objective 6.05 of the Comp Plan, the replat would ensure that an open space is protected within an urbanized area providing "aesthetic, health, environmental, and economic benefits."

Sincerely,
TOMASSETTI & PRINCE

Teresa L. Prince

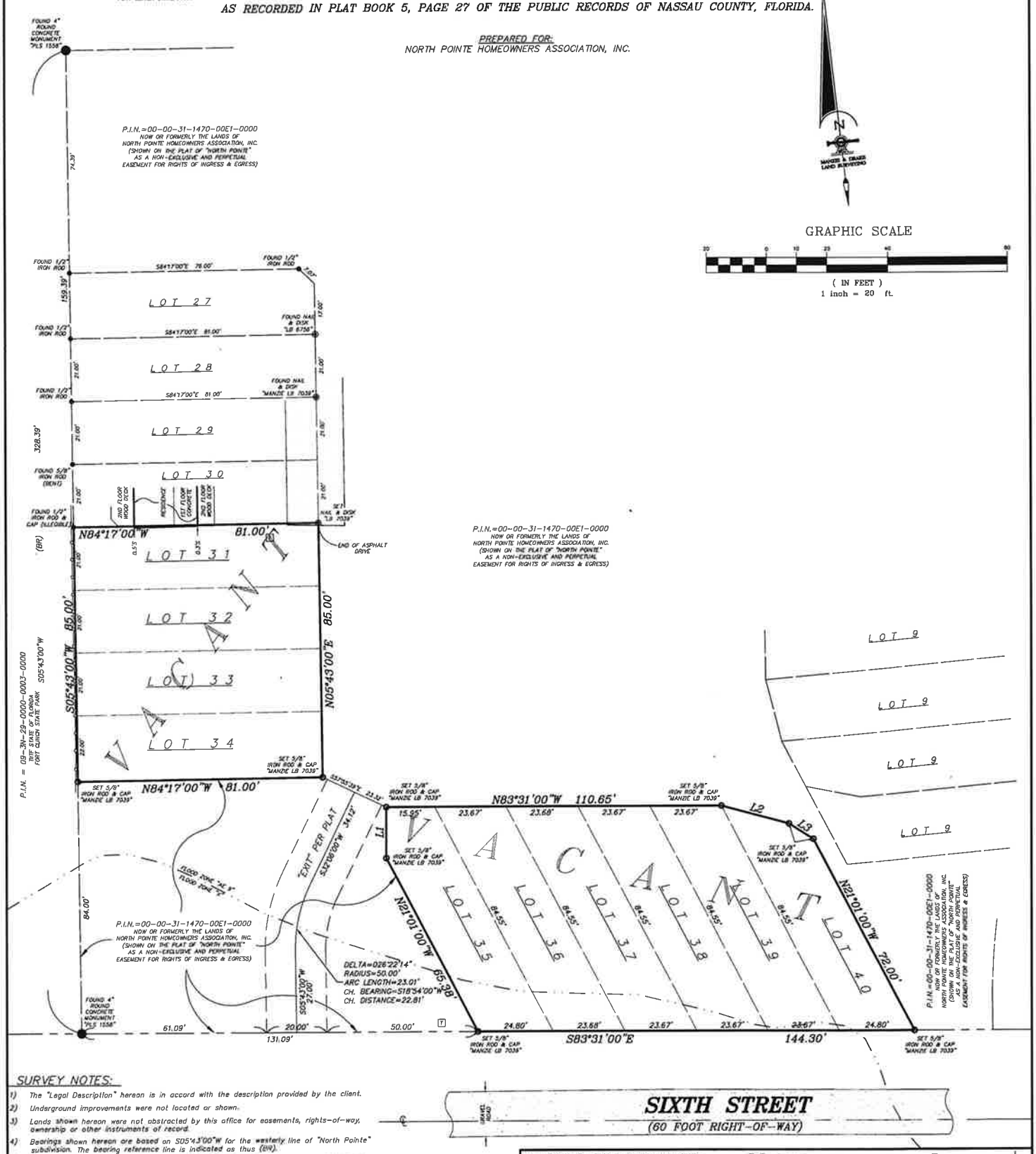
Teresa L. Prince, for the firm

TLP/mbm

MAP OF BOUNDARY SURVEY
LOTS 31 THROUGH 40, "NORTH POINTE"

AS RECORDED IN PLAT BOOK 5, PAGE 27 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PREPARED FOR:
NORTH POINTE HOMEOWNERS ASSOCIATION, INC.



SURVEY NOTES:

1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
4) Bearings shown hereon are based on S05°43'00"W for the westerly line of "North Pointe" subdivision. The bearing reference line is indicated as thus (BR).
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid."
6) The property shown hereon lies within flood zone "X & AE 9" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0241G. Dated 08/02/2017. Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter SJ-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
7) This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

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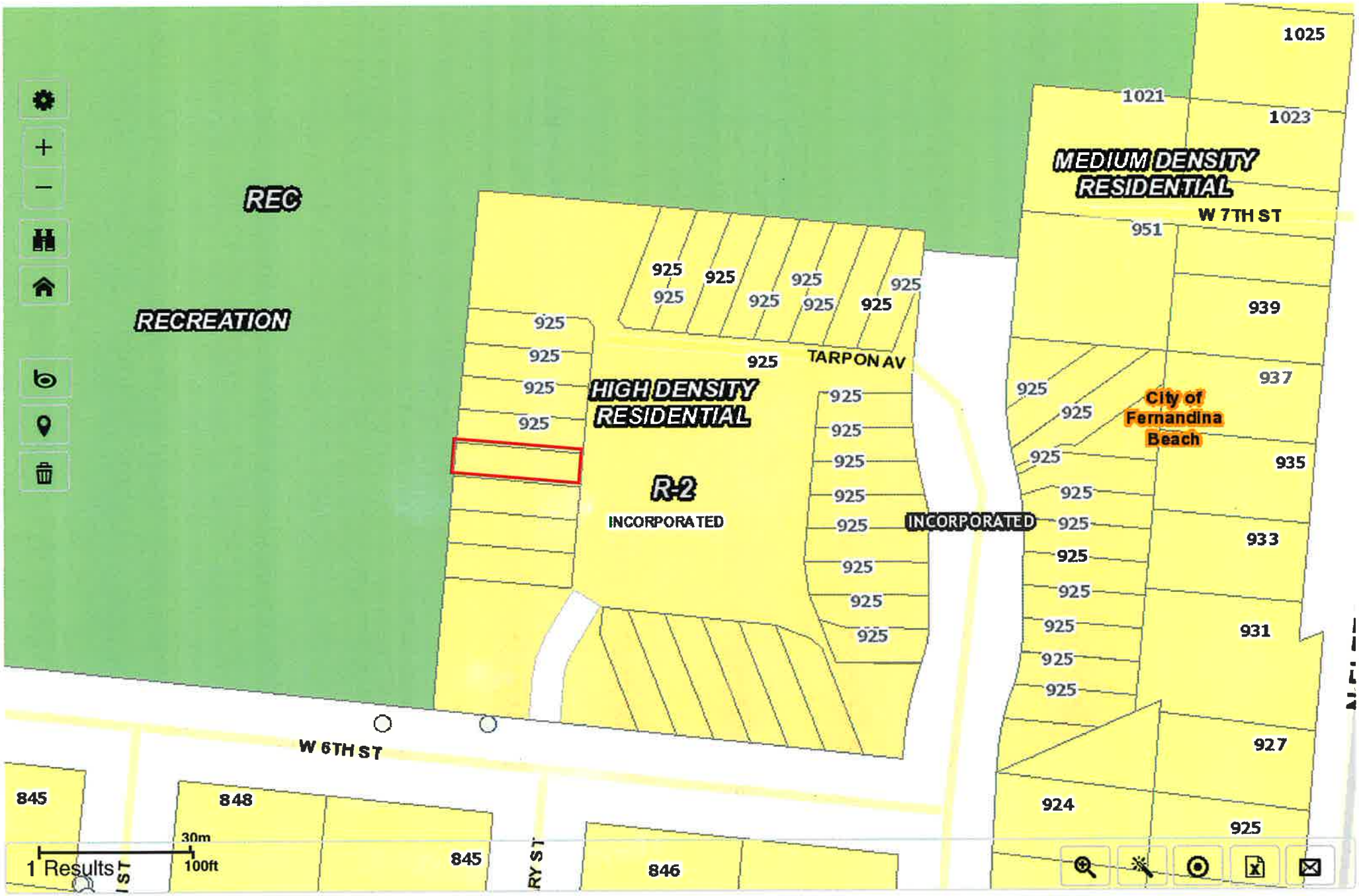
LINE TABLE		
LINE	BEARING	LENGTH
L1	N52°27'30"E	17.01'
L2	S68°35'07"E	23.28'
L3	N51°05'31"W	9.59'

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL A. MANZIE, P.L.S. 4069

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"
"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

SCALE: 1"=20' JOB NO: 18007-31-40 DATE: 4/12/18 CADD: WKD/BH
F.B. NO: X-315 PAGE NO: 16 FIELD CREW: SS FILE NO: B-1235


REC
RECREATION
HIGH DENSITY RESIDENTIAL
R-2
INCORPORATED
TARPON AV
MEDIUM DENSITY RESIDENTIAL
W 7TH ST
City of Fernandina Beach
INCORPORATED
W 6TH ST
925
1025
1021
1023
951
939
937
935
933
931
927
924
845
848
846
30m
100ft
1 Results

NORTH POINTE REPLAT

A REPLAT OF LOTS 31, 32, 33, 34, 35, 36, 37, 38, 39 AND 40, "NORTH POINTE" AS RECORDED IN PLAT BOOK 5, PAGE 27 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PLAT BOOK ____ PAGE ____

SHEET 1 OF 1 SHEET

CAPTION:

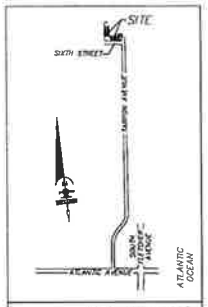
ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH, COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE PLAT OF "NORTH POINTE" (AS RECORDED) IN PLAT BOOK 5, PAGE 27 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA,) AS: LOTS 31, 32, 33, 34, 35, 36, 37, 38, 39, AND 40.

TRACT "A"
A PORTION OF "NORTH POINTE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 27, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID "NORTH POINTE"; THENCE NORTH 05°43'00" EAST, ALONG THE WEST LINE OF SAID "NORTH POINTE", A DISTANCE OF 84.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 05°43'00" EAST, ALONG THE WEST LINE OF SAID "NORTH POINTE", A DISTANCE OF 65.00 FEET TO THE SOUTHWEST CORNER OF LOT 30 OF SAID "NORTH POINTE"; THENCE SOUTH 84°17'00" EAST, ALONG THE SOUTH LINE OF SAID LOT 30, A DISTANCE OF 81.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30; THENCE SOUTH 05°43'00" WEST A DISTANCE OF 65.00 FEET; THENCE NORTH 84°17'00" WEST A DISTANCE OF 81.00 FEET TO THE POINT OF BEGINNING.

TRACT "B"
A PORTION OF "NORTH POINTE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 27, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID "NORTH POINTE"; THENCE SOUTH 83°31'00" EAST, ALONG THE SOUTH LINE OF SAID "NORTH POINTE", A DISTANCE OF 131.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83°31'00" EAST, ALONG THE SOUTH LINE OF SAID "NORTH POINTE", A DISTANCE OF 144.30 FEET; THENCE NORTH 21°01'00" WEST A DISTANCE OF 72.00 FEET; THENCE NORTH 61°05'31" WEST A DISTANCE OF 9.59 FEET; THENCE NORTH 68°35'07" WEST A DISTANCE OF 23.29 FEET; THENCE NORTH 83°31'00" WEST A DISTANCE OF 110.65 FEET; THENCE SOUTH 06°27'50" WEST A DISTANCE OF 17.00 FEET; THENCE SOUTH 21°01'00" EAST A DISTANCE OF 65.18 FEET TO THE POINT OF BEGINNING.



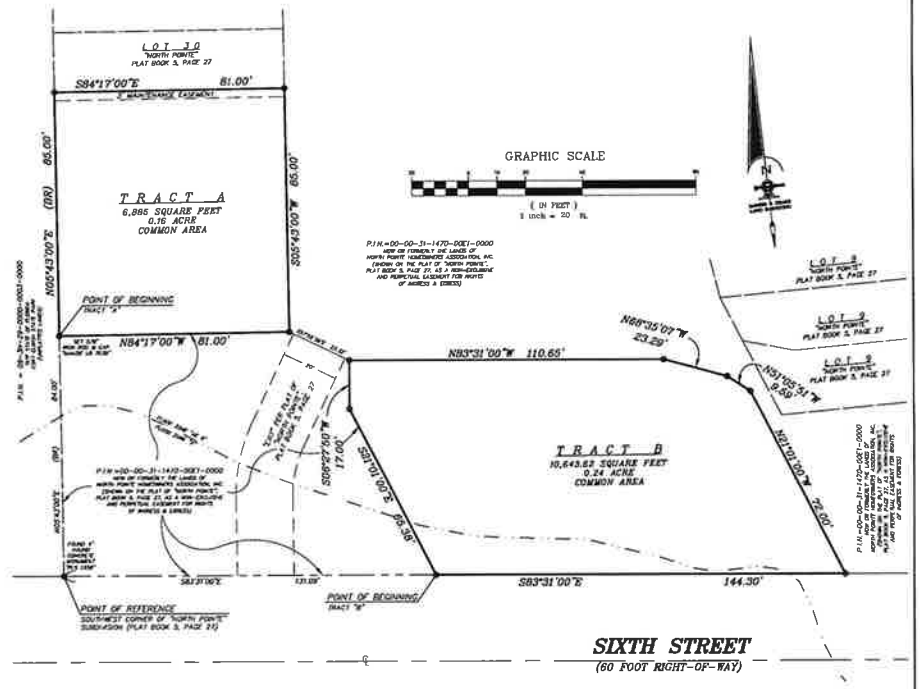
VICINITY MAP 1"=1,000'

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, NORTH POINTE OF FERNANDINA BEACH HOMEOWNERS ASSOCIATION, INC. IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "NORTH POINTE REPLAT", AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, NORTH POINTE OF FERNANDINA BEACH HOMEOWNERS ASSOCIATION, INC. HAVE CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

TRACTS "A" & "B" (COMMON AREA) ARE HEREBY RETAINED BY THE UNDERSIGNED OWNER FOR ITS PRIVATE USE, AND FOR THE USE OF ITS LEGAL SUCCESSORS IN INTEREST, GRANTEES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO CITY OF FERNANDINA BEACH, OR A RESPONSIBLE PROPERTY OWNERS' ASSOCIATION AS SUCH INTERESTS MAY BE GRANTED, CONVEYED OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY.



SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'s) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7); AND THAT PERMANENT CONTROL POINTS (P.C.P.'s) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS _____ DAY OF _____, A.D. 2018.

MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE No. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

CERTIFICATE OF REVIEW BY CITY EMPLOYED/CONTRACTED SURVEYOR/MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HEREIN AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, F.S., IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING / MAPPING REFLECTED ON THIS PLAT.

SURVEYOR / MAPPER DATE

CHARLES ROBERT LEE

FLORIDA REGISTRATION NO.: LS 5818

COUNTY TAX COLLECTOR CERTIFICATE

TAX IDENTIFICATION NUMBERS: 00-00-31-1470-0031-0000; 00-00-31-1470-0032-0000
00-00-31-1470-0033-0000; 00-00-31-1470-0034-0000
00-00-31-1470-0035-0000; 00-00-31-1470-0036-0000
00-00-31-1470-0037-0000; 00-00-31-1470-0038-0000
00-00-31-1470-0039-0000; 00-00-31-1470-0040-0000

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT:

SIGNED THIS _____ DAY OF _____, A.D. 2018

TAX COLLECTOR
NASSAU COUNTY, FLORIDA

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, FLORIDA

THIS _____ DAY OF _____, A.D. 2018.

DIRECTOR OF EMERGENCY SERVICES

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA. WITNESS BY SIGNATURE THIS _____ DAY OF _____, A.D., 2018.

CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVED BY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____ DAY OF _____, A.D., 2018.

BY: _____ MAYOR ATTEST: _____ CITY CLERK

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177.061, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D. 2018.

CLERK OF THE CIRCUIT COURT

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ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS _____ DAY OF _____ 2018

DIRECTOR OF PLANNING

NORTH POINTE OF FERNANDINA BEACH HOMEOWNERS ASSOCIATION, INC

WITNESS _____ BRYANT CECIL, PRESIDENT

PRINT OR TYPE NAME

WITNESS _____

PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____ TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____ IN THE COUNTY OF _____ AND THE STATE OF _____ THIS _____ DAY OF _____ A.D., 2018

NOTARY PUBLIC _____ MY COMMISSION EXPIRES : _____
STATE OF _____

STATE OF FLORIDA

MORTGAGEE'S CONSENT

I, _____ ON BEHALF OF _____ DO HEREBY JOIN IN AND CONSENT TO THE ADOPTION AND DEDICATION OF SAID LANDS BY THE OWNERS THEREOF AS SHOWN HEREON, AND AGREE THAT ITS MORTGAGE WHICH IS DESCRIBED IN OFFICIAL RECORD BOOK _____ PAGES _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA SHALL BE SUBORDINATED TO SAID ADOPTION AND DEDICATION.

WITNESS _____ NAME: _____

PRINT OR TYPE NAME TITLE: _____

WITNESS _____

PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____ TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING MORTGAGEE'S CONSENT AND WHO ACKNOWLEDGED BEFORE ME THAT SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____ IN THE COUNTY OF _____ AND THE STATE OF _____ THIS _____ DAY OF _____ A.D., 2018

NOTARY PUBLIC _____ MY COMMISSION EXPIRES : _____
STATE OF _____

LEGEND

P.I.N. = PARCEL IDENTIFICATION NUMBER
P.R.M. = PERMANENT REFERENCE MONUMENT

SURVEYOR'S NOTES

1.) ○ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (5/8" IRON ROD & CAP) SET WITH IDENTIFICATION "PRM-LB 7039".
◉ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (NAIL & DISK) SET WITH IDENTIFICATION "MANZIE LB 7039".
2.) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N05°43'00"E FOR THE WESTERLY LINE OF "NORTH POINT" SUBDIVISION. THE BEARING REFERENCE LINE IS INDICATED AS THUS (BR)
3.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X & AE 9" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 12089C 0247 E, DATED 08/02/2017.
4.) "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "R-2".
6.) BUILDING SETBACK REQUIREMENTS FOR THIS SUBDIVISION ZONED "R-2", ARE AS FOLLOWS:
FRONT SETBACK = 25 FEET SIDE SETBACK = 10% OF LOT WIDTH REAR SETBACK = 20 FEET
CORNER LOT SETBACK (SIDE ABUTTING STREET) = 15'
7.) THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY 2 , AS SCALED FROM THE NASSAU COUNTY "STORM SURGE" MAP LOCATED ON THE NASSAU COUNTY PROPERTY APPRAISER'S GIS WEBSITE UNDER THE "PLANNING AND GROWTH MANAGEMENT" SECTION (SCALED 04/18/2018)

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"

"OUR *SIGHTS* ARE ON THE FUTURE,
SET YOUR *SITES* ON US."

MAY 11 AM11:23

PLANNING
PAB

Revised 03/01/18

USE THIS FORM TO: Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

FEES: See below. Fees are payable upon application.

IMPORTANT NOTES: To guide you through the process and ensure that your application is understood and properly processed, you'll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

KEY CONTACTS: The Planning Department will guide your application from start to finish, engaging other City departments or agencies as needed.

PLANNING ADVISORY BOARD APPLICATION FOR:

- ☐ ZONING MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LAND USE MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LDC TEXT AMENDMENT ($850)
- ☐ COMP PLAN AMENDMENT ($850)
- ☐ SUBDIVISION PLAT – PRELIM ($750)
- ☑ SUBDIVISION PLAT – FINAL ($850)
- ☐ VACATION OF R.O.W. ($850)
- ☐ VOLUNTARY ANNEXATION ($1050)

2018 Planning Advisory Board Meeting Schedule

Application Deadline (4:30pm)	Dec 11 2017	Jan 15 2018	Feb 12 2018	Mar 12 2018	Apr 09 2018	May 14 2018	June 11 2018	Jul 09 2018	Aug 13 2018	Sep 10 2018	Oct 15 2018	Nov 12 2018	Dec 10 2018	Jan 14 2019	Feb 11 2019
Meeting Date	Jan 10 2018	Feb 14 2018	Mar 14 2018	Apr 11 2018	May 09 2018	June 13 2018	Jul 11 2018	Aug 08 2018	Sep 12 2018	Oct 10 2018	Nov 14 2018	Dec 12 2018	Jan 09 2019	Feb 13 2019	Mar 13 2019

APPLICATION REQUIREMENTS
PLANNING ADVISORY BOARD

APPLICATION CHECKLIST:

Submit all of the following information for a complete application, as applicable:

☑ A notarized application filed at least thirty (30) days before the date of the Planning Advisory Board's public hearing;

☑ A current survey of the property (no older than two years);

☑ A completed owner's authorization for agent form, if applicable;

☑ A detailed letter of intent stating the following:

- The consistency of the proposed amendment(s) or action(s) with the City's Comprehensive Plan.
- A justification for the proposed amendment(s) or action(s).

☑ A map of the area indicating the proposed zoning district designation for the subject property. The map shall show the current zoning district designations and land use categories from the Future Land Use Map in the comprehensive plan for the subject property and all adjacent properties.

IMPORTANT NOTES AND REQUIREMENTS:

Please see additional Land Development Code (LDC) requirements for specific application types:

☐ **LDC Text Amendment** – see LDC Section 11.01.08.

☐ **Preliminary Subdivision Plat** – see LDC Section 11.01.05.

☑ **Final Subdivision Plat** – see LDC Section 11.01.05.

☐ **Zoning Map Changes** – see LDC section 11.01.07.

You will receive a staff report one week before your meeting.

STAFF CONTACT:

Kelly Gibson
Senior Planner
kgibson@fbfl.org
904.310.3135

STAFF REPORT
PAB 2018- 15 (Re-Plat)
Planning Advisory Board Hearing
June 13, 2018

Kelly N. Gibson, AICP
Planning Manager

APPLICATION FOR FINAL PLAT/ RE-PLAT
NORTH POINTE SUBDIVISION

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	**North Pointe of Fernandina Homeowners Association, Inc.**				
AGENT:	**Teresa L. Prince, Esq.**				
REQUESTED ACTION:	**Final Plat/Re-plat**				
LOCATION:	**Tarpon Avenue – Undeveloped Lots**				
CURRENT ZONING:	**R-2 (PUD Overlay)**				
CURRENT LAND USE:	**High Density Residential**				
EXISTING USES ON SITE:	**Vacant**				
PROPERTY SIZE:	**0.39**				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	**Ft. Clinch State Park**		**Recreation**	**REC**
	South	**Single Family Homes**	**1970-1996**	**R-2**	**MDR**
	East	**Single Family Homes**	**1950- 1985**	**R-2**	**MDR**
	West	**Ft. Clinch State Park**		**Recreation**	**REC**

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Community Development Department Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

Homeowners of the North Pointe subdivision are requesting to convert ten (10) residential lots into two (2) tracts of common land. North Pointe was originally created in 1981 and failed to fully develop leaving portions of the community vacant. The homeowners association owns the undeveloped properties and is requesting that the City modify the existing plat to reflect common space tract of land instead of buildable residential lots.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

The City is able to serve this property and meet or exceed all levels of service required by Comprehensive Plan policies 1.02.02, 1.02.03, and 4.01.01, and 4.01.02. However, the applicant requests to remove residential density from the subject properties for purposes of creating privately held common space tracts of land. The proposed re-plat furthers the Comprehensive Plan direction as provided in policies 1.02.10, 1.03.01 and Objectives 5.10, 6.02, and 6.05.

The applicant has complied with the subdivision requirements of the Land Development Code as contained in LDC Section 4.04.00 and 11.01.02 and under the original PUD terms of development for North Pointe PUD. The Final Plat has been reviewed for technical completeness by the Technical Review Committee. No improvements are proposed for the subject properties at this time.

CONCLUSION:

Applicable Policy	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.10	√
CP 1.03.01	√
CP 4.01.01	√
CP 4.01.02	√
CP 5.10	√
CP 6.02	√
CP 6.05	√
LDC 11.01.02	√

The requested final plat for the North Pointe subdivision is consistent with the City's Comprehensive Plan and the Land Development Code. Staff recommends approval of the applicant's requested action. Following the recommendation of the Planning Advisory Board (PAB), the Final Plat will move forward to the City Commission in the form of a Resolution at a public hearing anticipated for July 17, 2018.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2018-15 to the City Commission requesting that a Re- Plat for the North Pointe subdivision be **(approved or denied)** and that PAB case 2018-15, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

NORTH POINTE REPLAT

A REPLAT OF LOTS 31, 32, 33, 34, 35, 36, 37, 38, 39 AND 40, "NORTH POINTE" AS RECORDED IN PLAT BOOK 5, PAGE 27 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PLAT BOOK____PAGE____

SHEET 1 OF 1 SHEET

CAPTION:

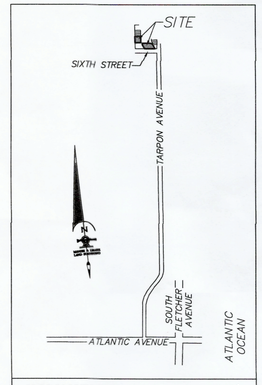
ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH, COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE PLAT OF "NORTH POINTE" (AS RECORDED IN PLAT BOOK 5, PAGE 27 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA,) AS: LOTS 31, 32, 33, 34, 35, 36, 37, 38, 39, AND 40.

TRACT "A"
A PORTION OF "NORTH POINTE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 27, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID "NORTH POINTE"; THENCE NORTH 05°43'00" EAST, ALONG THE WEST LINE OF SAID "NORTH POINTE", A DISTANCE OF 84.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 05°43'00" EAST, ALONG THE WEST LINE OF SAID "NORTH POINTE", A DISTANCE OF 85.00 FEET TO THE SOUTHWEST CORNER OF LOT 30 OF SAID "NORTH POINTE"; THENCE SOUTH 84°17'00" EAST, ALONG THE SOUTH LINE OF SAID LOT 30, A DISTANCE OF 81.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30; THENCE SOUTH 05°43'00" WEST A DISTANCE OF 85.00 FEET; THENCE NORTH 84°17'00" WEST A DISTANCE OF 81.00 FEET TO THE POINT OF BEGINNING.

TRACT "B"
A PORTION OF "NORTH POINTE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 27, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID "NORTH POINTE"; THENCE SOUTH 83°31'00" EAST, ALONG THE SOUTH LINE OF SAID "NORTH POINTE", A DISTANCE OF 131.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83°31'00" EAST, ALONG THE SOUTH LINE OF SAID "NORTH POINTE", A DISTANCE OF 144.30 FEET; THENCE NORTH 21°01'00" WEST A DISTANCE OF 72.00 FEET; THENCE NORTH 51°05'51" WEST A DISTANCE OF 9.59 FEET; THENCE NORTH 68°35'07" WEST A DISTANCE OF 23.29 FEET; THENCE NORTH 83°31'00" WEST A DISTANCE OF 110.65 FEET; THENCE SOUTH 06°27'50" WEST A DISTANCE OF 17.00 FEET; THENCE SOUTH 21°01'00" EAST A DISTANCE OF 65.38 FEET TO THE POINT OF BEGINNING.



VICINITY MAP 1"=1,000'

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'s) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7); AND THAT PERMANENT CONTROL POINTS (P.C.P.'s) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS _____ DAY OF _____, A.D. 2018.

_____
MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE No. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

CERTIFICATE OF REVIEW BY CITY EMPLOYED/CONTRACTED SURVEYOR/MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, F.S., IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING / MAPPING REFLECTED ON THIS PLAT.

_____
SURVEYOR / MAPPER DATE

CHARLES ROBERT LEE

FLORIDA REGISTRATION NO.: LS 5618

COUNTY TAX COLLECTOR CERTIFICATE

TAX IDENTIFICATION NUMBERS: 00-00-31-1470-0031-0000; 00-00-31-1470-0032-0000
00-00-31-1470-0033-0000; 00-00-31-1470-0034-0000
00-00-31-1470-0035-0000; 00-00-31-1470-0036-0000
00-00-31-1470-0037-0000; 00-00-31-1470-0038-0000
00-00-31-1470-0039-0000; 00-00-31-1470-0040-0000

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT.

SIGNED THIS _____ DAY OF _____, A.D. 2018.

_____
TAX COLLECTOR
NASSAU COUNTY, FLORIDA

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, FLORIDA

THIS _____ DAY OF _____, A.D. 2018.

_____
DIRECTOR OF EMERGENCY SERVICES

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA. WITNESS BY SIGNATURE THIS _____ DAY OF _____, A.D., 2018.

_____
CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVEDBY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____DAY OF _____, A.D., 2018.

BY: _____ ATTEST: _____
MAYOR CITY CLERK

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177.061, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. THIS _____ DAY OF _____, A.D. 2018.

_____
CLERK OF THE CIRCUIT COURT

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ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS_____ DAY OF_____, 2018.

_____
DIRECTOR OF PLANNING

NORTH POINTE OF FERNANDINA BEACH HOMEOWNERS ASSOCIATION, INC

WITNESS _____ _____
BRYANT CECIL
PRESIDENT

_____
PRINT OR TYPE NAME

WITNESS _____

_____
PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____, TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____, IN THE COUNTY OF _____ AND THE STATE OF _____, THIS _____ DAY OF _____, A.D., 2018

_____MY COMMISSION EXPIRES : _____
NOTARY PUBLIC
STATE OF _____

STATE OF FLORIDA

MORTGAGEE'S CONSENT

I, _____, ON BEHALF OF _____ DO HEREBY JOIN IN AND CONSENT TO THE ADOPTION AND DEDICATION OF SAID LANDS BY THE OWNERS THEREOF. AS SHOWN HEREON, AND AGREE THAT ITS MORTGAGE WHICH IS DESCRIBED IN OFFICIAL RECORD BOOK ____, PAGES _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA SHALL BE SUBORDINATED TO SAID ADOPTION AND DEDICATION.

WITNESS _____ _____

_____
PRINT OR TYPE NAME

NAME: _____
TITLE: _____

WITNESS _____

_____
PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF: _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____, TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING MORTGAGEE'S CONSENT AND WHO ACKNOWLEDGED BEFORE ME THAT SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____, IN THE COUNTY OF _____ AND THE STATE OF _____, THIS _____ DAY OF _____, A.D., 2018

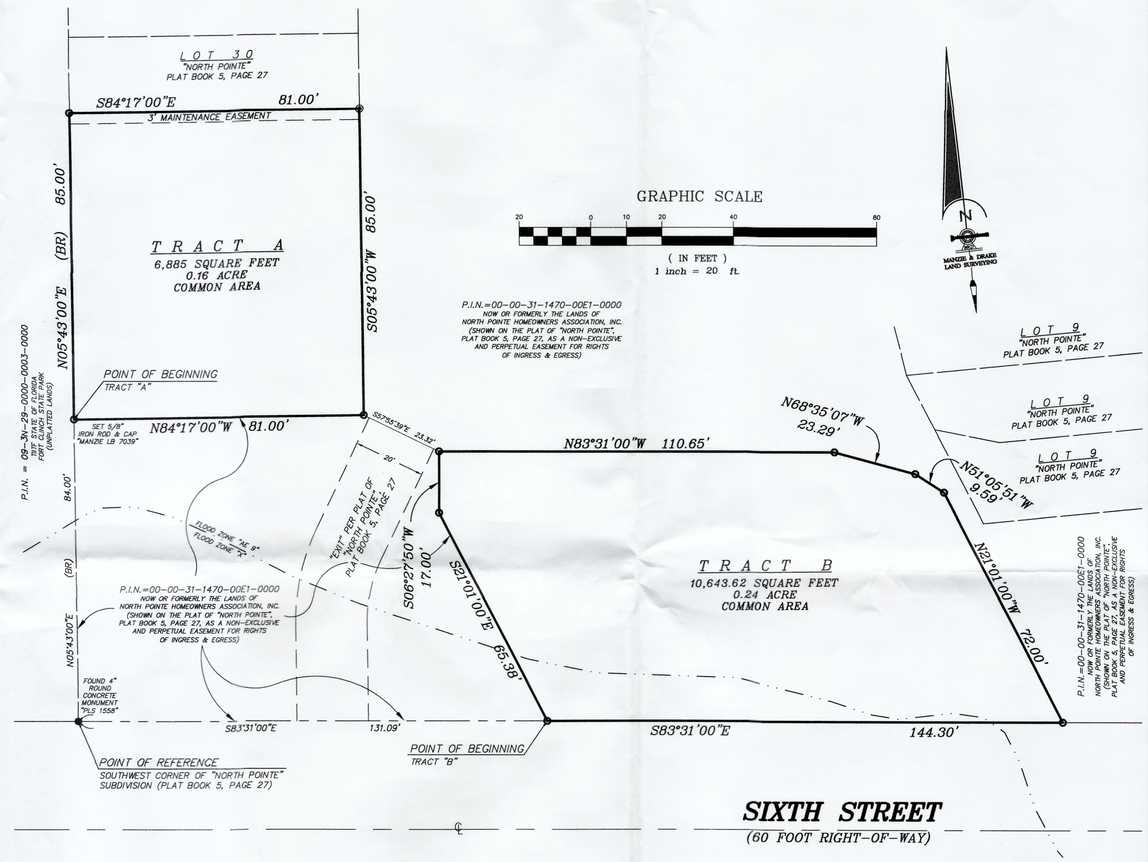
_____MY COMMISSION EXPIRES : _____
NOTARY PUBLIC
STATE OF _____

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, NORTH POINTE OF FERNANDINA BEACH HOMEOWNERS ASSOCIATION, INC., IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "NORTH POINTE REPLAT", AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, NORTH POINTE OF FERNANDINA BEACH HOMEOWNERS ASSOCIATION, INC. HAVE CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

TRACTS "A" & "B" (COMMON AREA) ARE HEREBY RETAINED BY THE UNDERSIGNED OWNER FOR ITS PRIVATE USE, AND FOR THE USE OF ITS LEGAL SUCCESSORS IN INTEREST, GRANTEES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO CITY OF FERNANDINA BEACH, OR A RESPONSIBLE PROPERTY OWNERS' ASSOCIATION AS SUCH INTERESTS MAY BE GRANTED, CONVEYED OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY.



LEGEND

P.I.N. = PARCEL IDENTIFICATION NUMBER
P.R.M. = PERMANENT REFERENCE MONUMENT

SURVEYOR'S NOTES

1.) ◎ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (5/8" IRON ROD & CAP) SET WITH IDENTIFICATION "PRM-LB 7039".
◉ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (NAIL & DISK) SET WITH IDENTIFICATION "MANZIE LB 7039".
2.) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N05°43'00"E FOR THE WESTERLY LINE OF "NORTH POINT" SUBDIVISION. THE BEARING REFERENCE LINE IS INDICATED AS THUS (BR).
3.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X & AE 9" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 12089C 0247 G, DATED 08/02/2017.
4.) "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "R-2".
6.) BUILDING SETBACK REQUIREMENTS FOR THIS SUBDIVISION ZONED "R-2", ARE AS FOLLOWS:
FRONT SETBACK = 25 FEET SIDE SETBACK = 10% OF LOT WIDTH REAR SETBACK = 20 FEET
CORNER LOT SETBACK (SIDE ABUTTING STREET) = 15'
7.) THE LANDS SHOWN HEREON ARE LOCATED WITHIN STORM SURGE CATEGORY 2 , AS SCALED FROM THE NASSAU COUNTY "STORM SURGE" MAP LOCATED ON THE NASSAU COUNTY PROPERTY APPRAISER'S GIS WEBSITE UNDER THE "PLANNING AND GROWTH MANAGEMENT" SECTION (SCALED 04/18/2018).

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(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"

"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

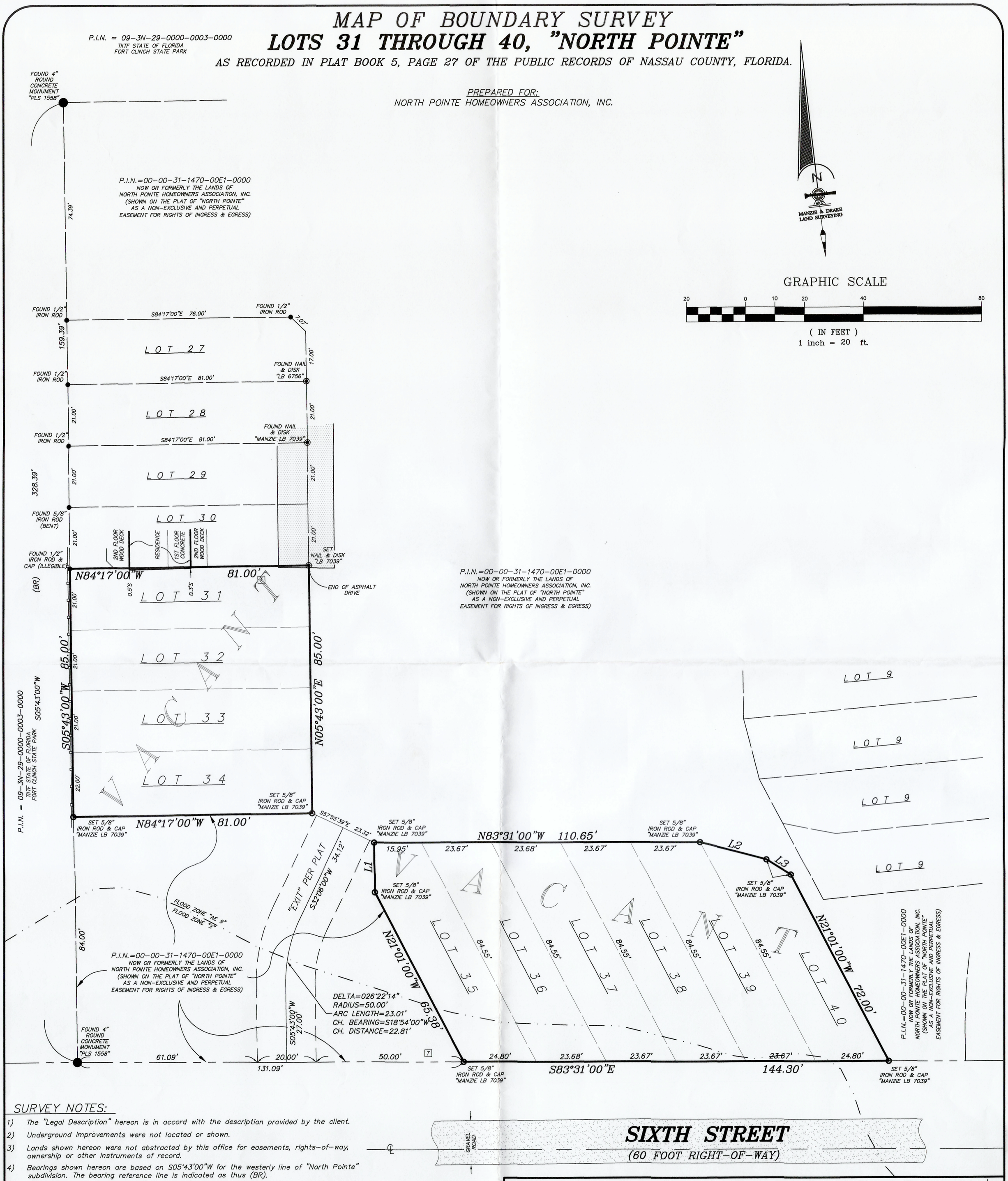
\\Computer1\c\Civil 3D Projects\18007 NORTH POINTE\18007-31-40.dwg

MAP OF BOUNDARY SURVEY

LOTS 31 THROUGH 40, "NORTH POINTE"

AS RECORDED IN PLAT BOOK 5, PAGE 27 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PREPARED FOR:
NORTH POINTE HOMEOWNERS ASSOCIATION, INC.



SURVEY NOTES:

1) The "Legal Description" hereon is in accord with the description provided by the client.
2) Underground improvements were not located or shown.
3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
4) Bearings shown hereon are based on S05°43'00"W for the westerly line of "North Pointe" subdivision. The bearing reference line is indicated as thus (BR).
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid."
6) The property shown hereon lies within flood zone "X & AE 9" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C 0241G, Dated 08/02/2017. Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
7) This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

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LINE TABLE		
LINE	BEARING	LENGTH
L1	N6°27'50"E	17.01'
L2	S68°35'07"E	23.29'
L3	N51°05'51"W	9.59'

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL A. MANZIE, P.L.S. 4069

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"
"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

SCALE: 1"=20' JOB NO: 18007-31-40 DATE: 4/12/18 CADD: WKD/BH
F.B. NO: X-315 PAGE NO: 16 FIELD CREW: SS FILE NO: B-1235

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-97
Final Approval - Hickory Ridge

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-97.

SYNOPSIS: Simmons 9, LLC, requests final plat approval of a single family home and duplex PUD subdivision containing forty-one lots on 5.13 acres of land located on S. 13th Street. The applicant intends to build the subdivision consistent with the PUD approval granted under Ordinance 2017-25 and preliminary plat (Resolution 2018-41).

The applicant's final plat demonstrates a build-out R-2 zoning district density of 8 dwelling units per acre and sets aside 39% of the land area into open space. The requested Preliminary Plat is consistent with the City's Comprehensive Plan and the Land Development Code.

Staff recommends approval of the final plat request.

CITY ATTORNEY COMMENTS: No additional comments.

Dale Martin, City Manager	07/03/2018
Patti Clifford, Comptroller	07/05/2018
Tammi E. Bach, City Attorney	07/05/2018

Kelly N. Gibson, AICP

Submitted By: Kelly Gibson, AICP, Planning Manager

Date: June 14, 2018

RESOLUTION 2018-97

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING FINAL PLAT, PLANNING ADVISORY BOARD CASE 2018-15 TITLED, "HICKORY RIDGE"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Simmons 9, LLC has applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a final plat titled, "Hickory Ridge"; and

WHEREAS, the Hickory Ridge subdivision, includes the creation of thirty-five lots for single family home sites and three duplex buildings containing six total dwelling units; and

WHEREAS, the Technical Review Committee has reviewed the final plat under SPR 2017-10 and issued a compliance letter; and

WHEREAS, staff has reviewed the applicant's request for a final plat and found the request to be compliant with the City's Comprehensive Plan and Land Development Code; and

WHEREAS, on March 20, 2018, the City Commission approved the preliminary plat by Resolution 2018-41; and

WHEREAS, the Planning Advisory Board reviewed the final plat request at a public meeting on June 13, 2018, and issued a recommendation of approval.

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

SECTION 1. The plat titled, "Hickory Ridge," is hereby accepted and approved as a final plat.

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 17th day of July, 2018.

CITY OF FERNANDINA BEACH

_____
JOHN A. MILLER
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

PLAT BOOK____PAGE____

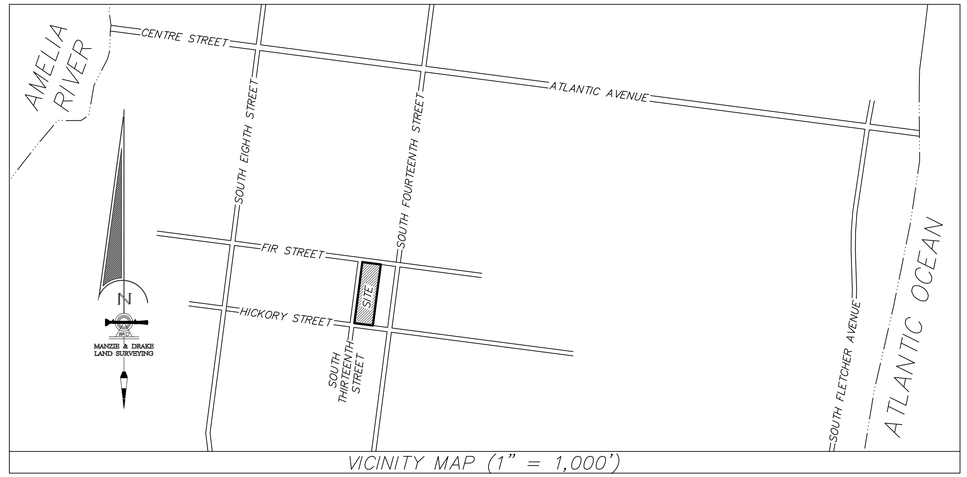
SHEET 1 OF 3 SHEETS

HICKORY RIDGE

A REPLAT OF LOTS 1, 2, 3, 4, 5 AND THE WESTERLY 30.0 FEET OF LOTS 6, 7, 8, 9, AND 10 IN BLOCK 240, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE OFFICIAL MAP OR PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

CAPTION:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE OFFICIAL MAP OR PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), AS: LOTS 1, 2, 3, 4, 5 AND THE WESTERLY 30.0 FEET OF LOTS 6, 7, 8, 9, AND 10 IN BLOCK 240.



VICINITY MAP (1" = 1,000')

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SIMMONS 9, LLC. A FLORIDA LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "HICKORY RIDGE, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, DEVELOPER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

LOTS 36/37, 38/39 AND 40/41 ARE DUPLEX LOTS AND EACH SIDE OF THE DUPLEX BEING INDIVIDUALLY CONVEYED AND OWNED ON A FEE SIMPLE BASIS.

RIGHTS-OF-WAY (HICKORY LANE & RIDGE LANE) ARE HEREBY DEDICATED TO THE CITY OF FERNANDINA BEACH.

NON-EXCLUSIVE EASEMENTS FOR DRAINAGE AND FOR MAINTENANCE OF LANDSCAPING AND DRAINAGE IMPROVEMENTS OVER THOSE EASEMENTS DESIGNATED HEREON AS DRAINAGE EASEMENTS ARE SUBJECT TO THE RIGHTS AND RESERVATIONS CONTAINED HEREIN, AND SHALL BE RETAINED BY THE UNDERSIGNED OWNER FOR ITS PRIVATE USE, AND FOR THE USE OF ITS LEGAL SUCCESSORS IN INTEREST, GRANTEES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO CITY OF FERNANDINA BEACH, OR A RESPONSIBLE PROPERTY OWNERS' ASSOCIATION AS SUCH INTERESTS MAY BE GRANTED, CONVEYED OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY.

TRACTS "A", "B", "C", "D", "E", "F", "G" & "J" (RECREATION/OPEN SPACE) ARE HEREBY RETAINED BY THE UNDERSIGNED OWNER FOR ITS PRIVATE USE, AND FOR THE USE OF ITS LEGAL SUCCESSORS IN INTEREST, GRANTEES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO CITY OF FERNANDINA BEACH, OR A RESPONSIBLE PROPERTY OWNERS' ASSOCIATION AS SUCH INTERESTS MAY BE GRANTED, CONVEYED OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY.

TRACTS "H", "I" & "K" (POND & OPEN SPACE TRACTS) ARE HEREBY RETAINED BY THE UNDERSIGNED OWNER FOR ITS PRIVATE USE, AND FOR THE USE OF ITS LEGAL SUCCESSORS IN INTEREST, GRANTEES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO CITY OF FERNANDINA BEACH, OR A RESPONSIBLE PROPERTY OWNERS' ASSOCIATION AS SUCH INTERESTS MAY BE GRANTED, CONVEYED OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY.

TRACT "L" (OPEN SPACE/DRAINAGE) IS HEREBY RETAINED BY THE UNDERSIGNED OWNER FOR ITS PRIVATE USE, AND FOR THE USE OF ITS LEGAL SUCCESSORS IN INTEREST, GRANTEES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO CITY OF FERNANDINA BEACH, OR A RESPONSIBLE PROPERTY OWNERS' ASSOCIATION AS SUCH INTERESTS MAY BE GRANTED, CONVEYED OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY.

FLORIDA PUBLIC UTILITIES AND ITS SUCCESSORS AND ASSIGNS ARE HEREBY IRREVOCABLY DEDICATED A SEVEN & ONE-HALF (7.5') FOOT EASEMENT ALONG THE FRONT OF EACH LOT AND ALONG ALL RIGHTS-OF-WAY FOR ITS USE IN CONJUNCTION WITH ITS NATURAL GAS & UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS_____ DAY OF_____, 2018.

_____
DIRECTOR OF PLANNING

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'s) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7); AND THAT PERMANENT CONTROL POINTS (P.C.P.'s) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS _____ DAY OF _____. A.D. 2018.

_____
MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE No. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

CERTIFICATE OF REVIEW BY CITY EMPLOYED/CONTRACTED SURVEYOR/MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, F.S., IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING / MAPPING REFLECTED ON THIS PLAT.

_____
SURVEYOR / MAPPER DATE

CHARLES ROBERT LEE

FLORIDA REGISTRATION NO.: LS 5618

COUNTY TAX COLLECTOR CERTIFICATE

TAX IDENTIFICATION NUMBER: 00-00-31-1800-0240-0010

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT:

SIGNED THIS _____ DAY OF _____, A.D. 2018.

_____
TAX COLLECTOR
NASSAU COUNTY, FLORIDA

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, FLORIDA

THIS _____ DAY OF _____, A.D. 2018.

_____
DIRECTOR OF EMERGENCY SERVICES

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA. WITNESS BY SIGNATURE THIS _____ DAY OF _____, A.D., 2018.

_____
CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVEDBY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____DAY OF _____, A.D., 2018.

BY: _____ ATTEST: _____
MAYOR CITY CLERK

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177.061, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. THIS _____ DAY OF _____, A.D. 2018.

_____
CLERK OF THE CIRCUIT COURT

COPYRIGHT © 2018 BY MANZIE AND DRAKE LAND SURVEYING

SIMMONS 9, LLC – A FLORIDA LIMITED LIABILITY COMPANY

WITNESS _____ _____
JAY MOCK

_____
PRINT OR TYPE NAME

WITNESS _____

_____
PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF:_____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS.
_____ TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____, IN THE COUNTY OF _____ AND THE STATE OF _____, THIS _____ DAY OF _____, A.D., 2018

_____MY COMMISSION EXPIRES : _____
NOTARY PUBLIC
STATE OF _____

STATE OF FLORIDA

MORTGAGEE'S CONSENT

I, _____ ON BEHALF OF _____
DO HEREBY JOIN IN AND CONSENT TO THE ADOPTION AND DEDICATION OF SAID LANDS BY THE OWNERS THEREOF. AS SHOWN HEREON, AND AGREE THAT ITS MORTGAGE WHICH IS DESCRIBED IN OFFICIAL RECORD BOOK _____ PAGES _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA SHALL BE SUBORDINATED TO SAID ADOPTION AND DEDICATION.

WITNESS _____ _____

_____
PRINT OR TYPE NAME NAME: _____
TITLE: _____

WITNESS _____

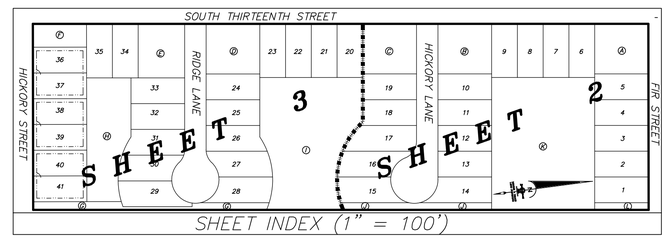
_____
PRINT OR TYPE NAME

STATE OF: _____
COUNTY OF:_____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS.
_____ TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING MORTGAGEE'S CONSENT AND WHO ACKNOWLEDGED BEFORE ME THAT SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____, IN THE COUNTY OF _____ AND THE STATE OF _____, THIS _____ DAY OF _____, A.D., 2018

_____MY COMMISSION EXPIRES : _____
NOTARY PUBLIC
STATE OF _____



SHEET INDEX (1" = 100')

SURVEYOR'S NOTES

1.) ■ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (5/8" IRON ROD & CAP) SET WITH IDENTIFICATION "PRM-LB 7039".
◉ DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "MANZIE LB 7039".
2.) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N07°33'47"E FOR THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH THIRTEENTH STREET. THE BEARING REFERENCE LINE IS INDICATED AS THUS (BR).
3.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 12089C 0237 G, DATED 08/02/2017.
4.) "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5.) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES: PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
6.) NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO CITY OF FERNANDINA BEACH SUBDIVISION REGULATIONS AND BE APPROVED BY THE CITY OF FERNANDINA BEACH.
7.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "PUD".
8.) BUILDING SETBACK REQUIREMENTS FOR THIS SUBDIVISION ZONED "PUD", ARE AS FOLLOWS:

LOTS 1 THROUGH 35 (SINGLE FAMILY LOTS)
FRONT SETBACK = 5 FEET SIDE SETBACK = 5 FEET REAR SETBACK = 5 FEET
ACCESSORY USES SETBACK = 3 FEET

EACH LOT IS RESTRICTED TO 1,100 SF OF ENCLOSED STRUCTURE FOR THE PRIMARY BUILDING AND 280 SF OF ENCLOSED AREA FOR ACCESSORY STRUCTURES

EACH LOT IS RESTRICTED TO A MAXIMUM OF 85% MAXIMUM IMPERVIOUS AREA

LOTS 36 THROUGH 41 (DUPLEX LOTS)
FRONT SETBACK = 5 FEET SIDE SETBACK = 5 FEET COMMON LINE SIDE SETBACK = 0 FEET
REAR SETBACK = 5 FEET ACCESSORY USES SETBACK = 3 FEET
INDIVIDUAL DUPLEX UNITS ARE AS FOLLOWS:
LOTS 36 & 37; LOTS 38 & 39; LOTS 40 & 41

EACH LOT IS RESTRICTED TO 1,100 SF OF ENCLOSED STRUCTURE FOR THE PRIMARY BUILDING AND 280 SF OF ENCLOSED AREA FOR ACCESSORY STRUCTURES

EACH LOT IS RESTRICTED TO A MAXIMUM OF 85% MAXIMUM IMPERVIOUS AREA

9.) THE LANDS SHOWN HEREON IS NOT LOCATED WITHIN A STORM SURGE CATEGORY, AS SCALED FROM STORM SURGE ATLAS VOLUME 1, PLATE 3, NASSAU COUNTY, FLORIDA, AS PER S.L.O.S.H. (SEA, LAKE, AND OVERLAND SURGES FROM HURRICANES).
10.) ALL LOT LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED
12.) LOTS SHOWN HEREON ARE INTENDED FOR RESIDENTIAL PURPOSES.
13.) LOTS 36/37, 38/39 AND 40/41 ARE DUPLEX LOTS AND EACH SIDE OF THE DUPLEX BEING INDIVIDUALLY CONVEYED AND OWNED ON A FEE SIMPLE BASIS.

LEGEND

S.F. = SQUARE FEET
AC. = ACRE
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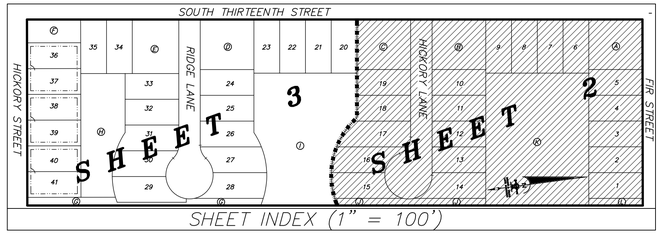
PLAT BOOK____PAGE____

SHEET 2 OF 3 SHEETS

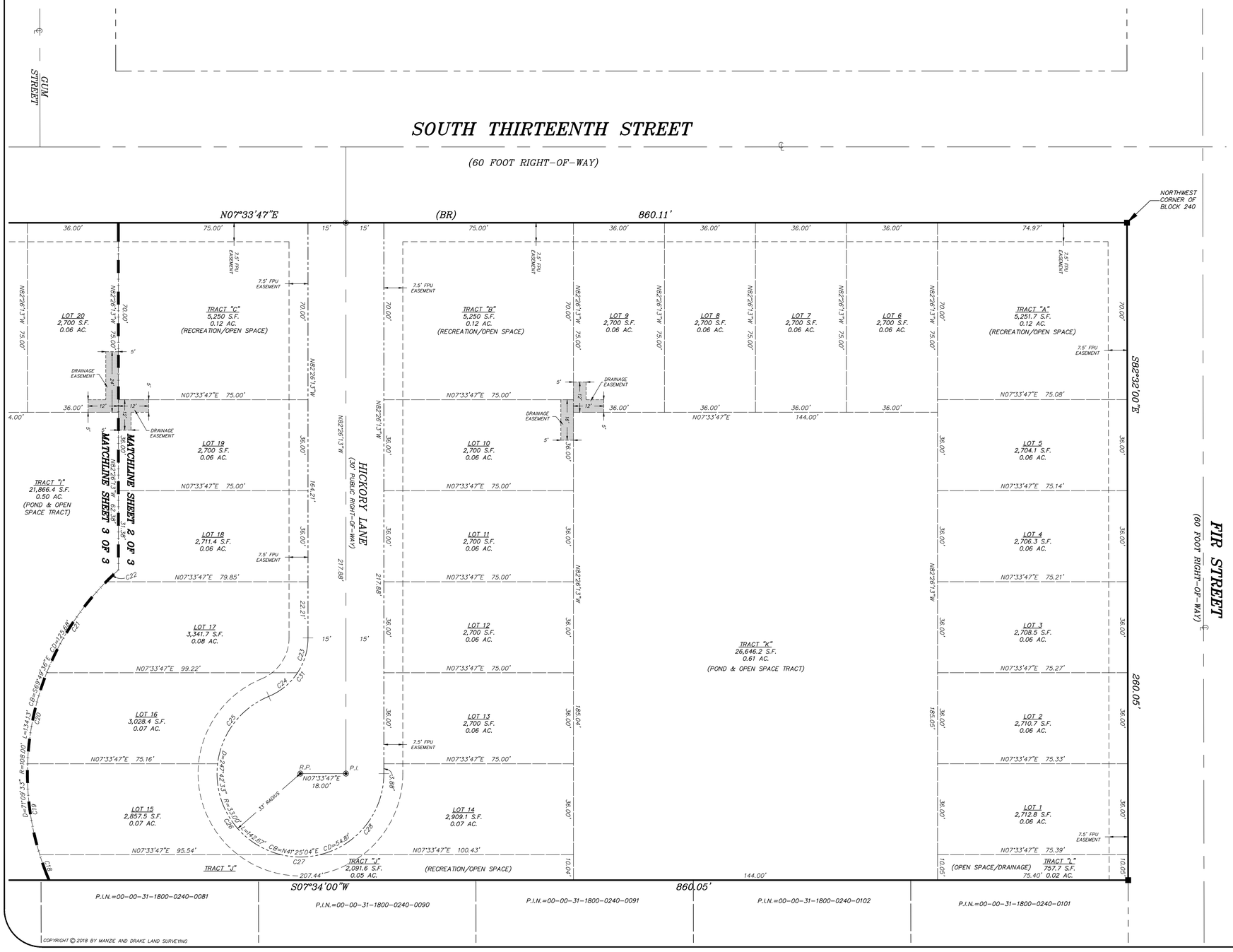
HICKORY RIDGE

A REPLAT OF LOTS 1, 2, 3, 4, 5 AND THE WESTERLY 30.0 FEET OF LOTS 6, 7, 8, 9, AND 10 IN BLOCK 240, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE OFFICIAL MAP OR PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



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CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C15	36.96'	108.00'	19°36'20"	S85°46'35"W	36.78'
C16	36.50'	108.00'	19°21'52"	N74°44'19"W	36.33'
C17	10.68'	108.00'	5°40'00"	N62°13'23"W	10.68'
C18	10.68'	108.00'	5°40'03"	N77°25'39"E	10.68'
C19	36.49'	108.00'	19°21'39"	N89°56'30"E	36.32'
C20	36.97'	108.00'	19°36'40"	S70°34'21"E	36.79'
C21	43.29'	108.00'	22°57'56"	S49°17'03"E	43.00'
C22	6.70'	108.00'	3°33'16"	S36°01'28"E	6.70'
C23	14.60'	25.00'	33°27'54"	N65°42'16"W	14.40'
C24	14.94'	25.00'	34°14'39"	N31°50'59"W	14.72'
C25	35.11'	33.00'	60°57'25"	S45°12'23"E	33.48'
C26	48.09'	33.00'	83°29'28"	N62°34'11"E	43.94'
C27	15.28'	33.00'	26°31'20"	N7°33'47"E	15.14'
C28	44.20'	33.00'	76°44'20"	N44°04'03"W	40.97'
C29	20.24'	25.00'	46°23'50"	N59°14'18"W	19.70'
C30	20.24'	25.00'	46°23'50"	N74°21'52"E	19.70'
C31	29.54'	25.00'	67°42'33"	N48°34'56"W	27.85'

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
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PLAT BOOK____PAGE_____

SHEET 3 OF 3 SHEETS

HICKORY RIDGE

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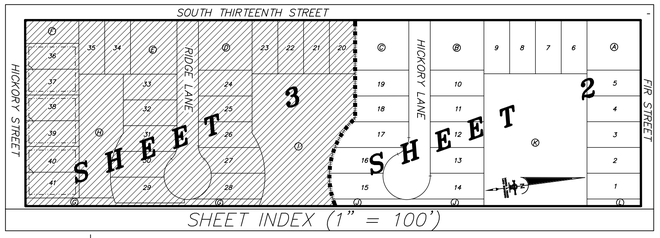

SHEET INDEX (1" = 100')

GRAPHIC SCALE

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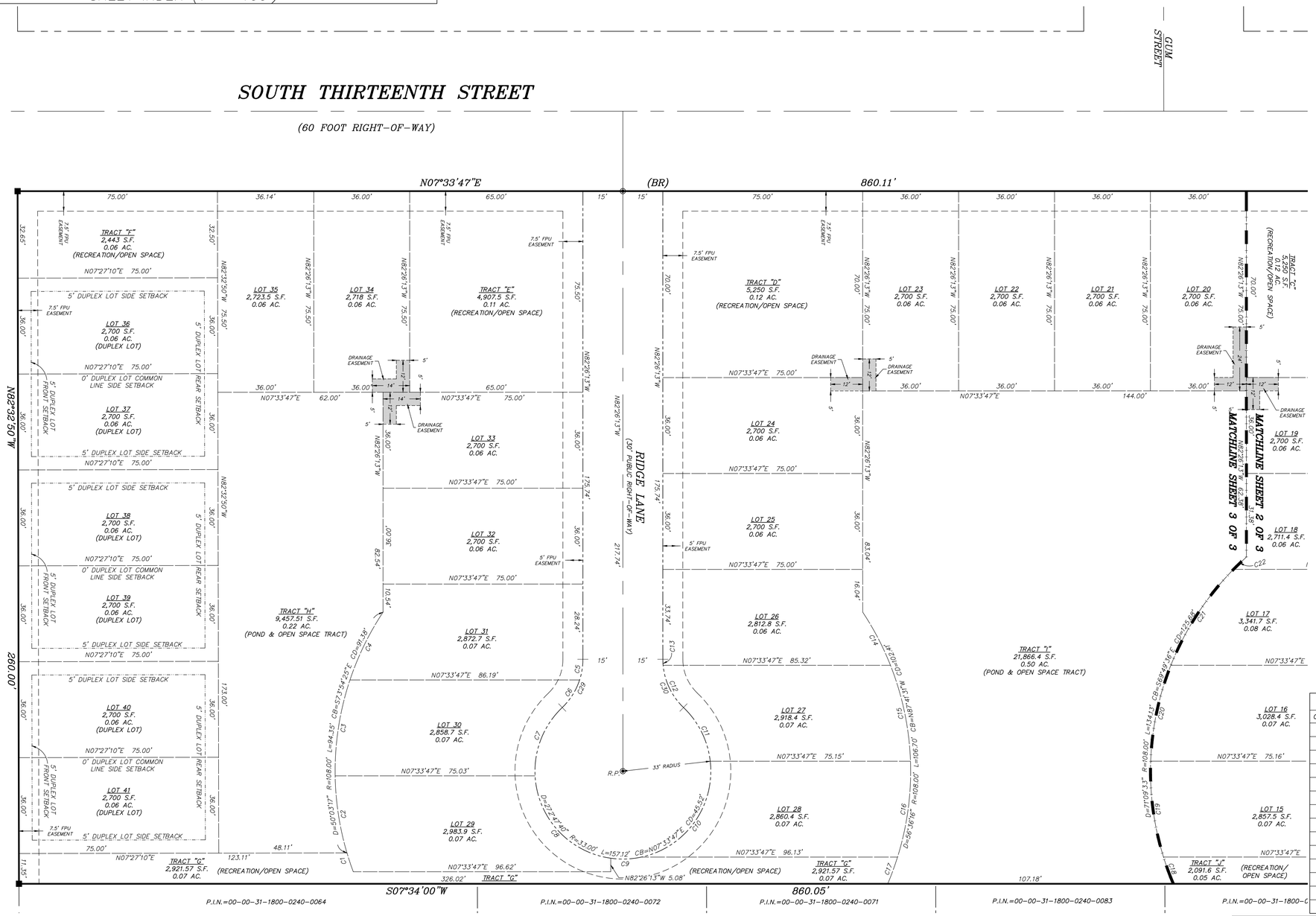

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CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	7.48'	108.00'	3°58'05"	N79°04'54"E	7.48'
C2	36.81'	108.00'	19°31'51"	N86°51'48"E	36.64'
C3	36.60'	108.00'	19°25'03"	S73°39'45"E	36.43'
C4	28.41'	108.00'	15°04'27"	S56°25'00"E	28.33'
C5	7.89'	25.00'	18°05'10"	N73°23'38"W	7.86'
C6	12.35'	25.00'	28°18'40"	N50°11'43"W	12.23'
C7	28.48'	33.00'	49°27'23"	S60°46'04"E	27.61'
C8	45.50'	33.00'	78°59'30"	N55°00'29"E	41.98'
C9	11.57'	33.00'	20°05'45"	N5°27'51"E	11.52'
C10	48.59'	33.00'	84°21'31"	N46°45'47"W	44.32'
C11	22.98'	33.00'	39°53'30"	S71°06'43"W	22.51'
C12	17.98'	25.00'	41°12'28"	N71°46'12"E	17.60'
C13	2.26'	25.00'	5°11'22"	S85°01'53"E	2.26'
C14	22.56'	108.00'	11°58'05"	S69°59'23"W	22.52'

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STAFF REPORT
PAB 2018- 11 (Final Plat)
Planning Advisory Board Hearing
June 13, 2018

Kelly N. Gibson, AICP
Planning Manager

APPLICATION FOR FINAL PLAT
HICORY RIDGE PUD SUBIDIVISION

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Simmons 9, LLC				
AGENT:	**Gillette and Associates**				
REQUESTED ACTION:	**Forty-one(41) home sites** **35 detached single-family and 3 duplex units** **Common area tracts totaling approximately 39% of the total acreage**				
LOCATION:	**S. 13th Street between Fir Street and Hickory Street**				
CURRENT ZONING:	**R-2 with PUD Overlay (PAB Case 2017-12 and Ordinance 2017-25)**				
CURRENT LAND USE:	**Medium Density Residential**				
EXISTING USES ON SITE:	**Subdivision infrastructure improvements as approved under preliminary plat approval (Resolution 2018-41)**				
PROPERTY SIZE:	**5.13 Acres**				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	**Recreation-Elm Street Park Ball Fields**	**Recreation - Elm Street Park Ball Fields**	**REC**	**Recreation**
	South	**Affordable Housing-Attached duplex units**	**Affordable Housing-Attached duplex units**	**MU-1**	**Mixed Use**
	East	**Single Family Detached Homes**	**Single Family Detached Homes**	**R-2**	**Medium Density Residential**
	West	**Vacant and Single Family Detached Homes**	**Vacant and Single Family Detached Homes**	**R-2**	**Medium Density Residential**

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Community Development Department Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant is requesting approval of a Final Plat for 5.13 acres of land located on the east side of S. 13th Street between Hickory Street and Fir Street and identified as Hickory Ridge subdivision. Properties surrounding the subject site are developed medium density residential uses (single-family homes) to its south, east, and west. Across from Hickory Street to the north of the subject property is the MLK Jr. Recreation Center and Elm Street athletic fields with a pool and on-site after school care. The Hickory Ridge subdivision contains 3 duplex units fronting Fir Street and 35 single family detached houses fronting S. 13th and Hickory Street. The configuration of the subdivision is cottage style with 10 home sites fronting on alley cul-de-sacs. Properties have been sited to enjoy the open space acreage contained in Tracts A-G, J, and L. Hickory Ridge accommodates stormwater needs through dry detention areas designed to retain the largest healthy trees on the property. In total, the open space tracts equal roughly 39% of the total land area in Hickory Ridge.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. The City is able to serve this property as proposed and meet or exceed all required levels of service required by Policies 1.02.02, 1.02.03, and 4.01.01, and 4.01.02 as confirmed through the preliminary plat approval process and site plan review process. The proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities. No leapfrog development is occurring as development of properties provision of services surround the subject site. Hickory Ridge will be accessed from existing and improved rights-of-way under maintenance obligation by the City along S. 13th Street, Fir Street, Gum Street, and Hickory Street.

The applicant has complied with the subdivision requirements of the Land Development Code as contained in LDC Section 4.04.00 and 11.01.02. The Final Plat has been reviewed for technical completeness by the Technical Review Committee and a compliance letter with final sign-off of the site plans were issued in March, 2018.

CONCLUSION:

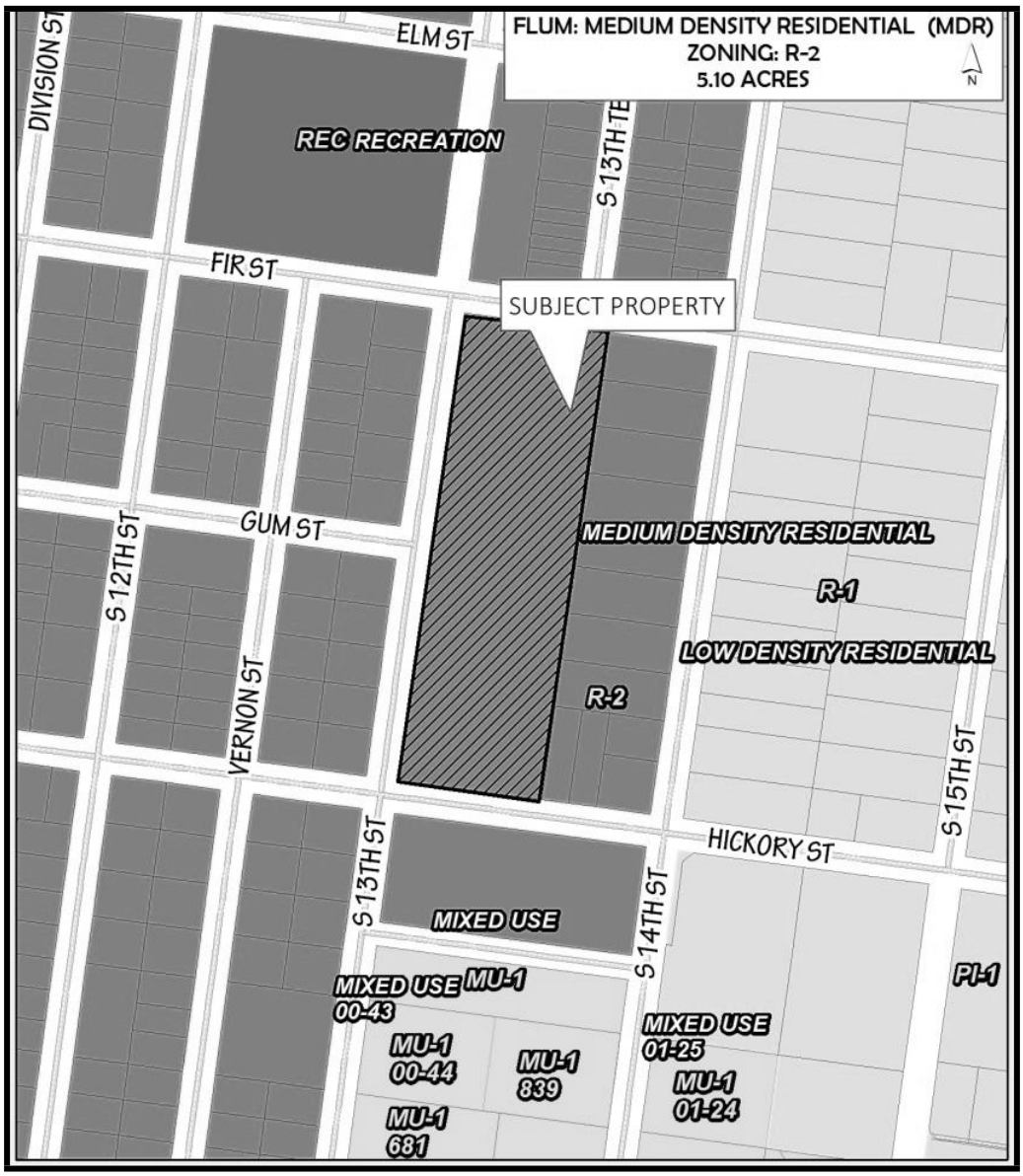
Applicable Policy	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 4.01.01	√
CP 4.01.02	√
LDC 4.04.00	√
LDC 11.01.02	√

The requested final plat for the Hickory Ridge subdivision is consistent with the City's Comprehensive Plan and the Land Development Code. The final plat document reflects the approval of the PUD overlay conditions as granted under Ordinance 2017-25 and preliminary plat approval under Resolution 2018-41. Staff recommends approval of the final plat request.

Following the recommendation of the Planning Advisory Board (PAB), the Final Plat will move forward to the City Commission in the form of a Resolution at a public hearing anticipated for July 17, 2018. Final plat approval is required in order to subdivide the property into the individual home sites.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2018-11 to the City Commission requesting that a Final Plat for the Hickory Ridge subdivision be **(approved or denied)** and that PAB case 2018-11, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.



OFFICE USE ONLY

REC'D: 4/26/18 BY: G

PAYMENT: $ 850 TYPE: CK 1242

APPLICATION #: 2018-000733

CASE #: PAB 2018-11

BOARD MEETING DATE: 6-13-18

PLANNING ADVISORY BOARD APPLICATION

- ☐ ZONING MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LAND USE MAP AMENDMENT (≤ 10 acres $850 / > 10acres $1,600)
- ☐ LDC TEXT AMENDMENT ($850)
- ☐ COMP PLAN AMENDMENT ($850)
- ☐ SUBDIVISION PLAT – PRELIM ($750)
- ☑ SUBDIVISION PLAT – FINAL ($850)
- ☐ VACATION OF R.O.W. ($850)
- ☐ VOLUNTARY ANNEXATION ($1050)

APPLICANT INFORMATION

Owner Name: Simmons 9, LLC

Mailing Address: 20 South 4th St., Fernandina Bch, FL 32034

Telephone: 904-261-8819 Fax: N/A

Email: nick@gillettеassociates.com

Agent Name: Gillette & Associates, Inc.

Mailing Address: 20 South 4th St., Fernandina Bch, FL 32034

Telephone: 904-261-8819 Fax: N/A

Email: nick@gillettеassociates.com

PROPERTY INFORMATION

Street Address: Hickory Street & 13th Street

Parcel Identification Number(s): 00-00-31-1800-0240-0010

Lot Number: _____ Block Number: _____ Subdivision: Hickory Ridge

Section: 25 Township: 3N Range: 28

PROJECT INFORMATION

Total Number of Lots/Parcels: 1

Less than One (1) acre Sq. Footage: _____ One (1) Acre or Greater: 5.1 Ac.

Existing Zoning Classification: PUD

Existing Future Land Use Classification: Med. Density

Previous Planning/Zoning Approvals: PAB 2017-12

Description of Request:

35 single family lots : 3 Duplex lots

41 lots total

SIGNATURE/NOTARY

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

4.22.18
Date

Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 22 day of April, 2018.

Notary Public: Signature

Tricia Bowen
Printed Name

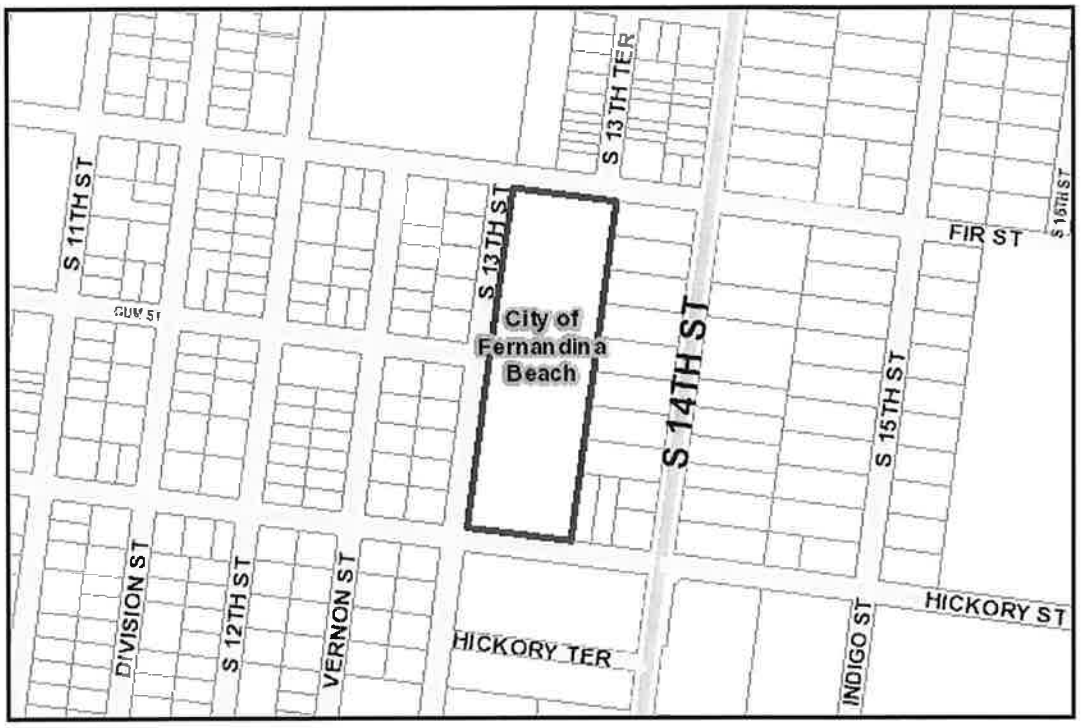
4/12/22
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

TRICIA BOWEN
Notary Public – State of Florida
Commission # GG 169311
My Comm. Expires Apr 12, 2022
Bonded through National Notary Assn.

904-491-7300 www.NassauFLPA.com

A. Michael Hickox
Nassau County Property Appraiser



Parcel Report	**Results**
Parcel ID	00-00-31-1800-0240-0010
Owner Information	SIMMONS 9 LLC
	20 S 4TH ST
Mailing Address	
	FERNANDINA BEACH, FL 32034
Site Address	
Previous Site Address (If Changed by 911)	
Deed Acre	0.00
Approximate Acres (GIS Calculated)	5.19
Property Use Code	000000
Municipality	City of Fernandina Beach
Census Tract	
MLS Zone	1 - Island

Subdivision	CITY OF FERNANDINA BEACH S/D

Value & Sales Report	**Results**	
Land Value	$423,225.00	Value of land
Building Value	$0.00	Value of all improvement on the land
Misc. Value	$0.00	Any extra features to the land and/or building(s)
Just Value (Market Value)	$423,225.00	The Just, or Market Value, for tax purposes
Assessed Value	$409,682.00	Market Value minus assessment limits
Taxable Value		Assessed Value minus any Exemptions

Sales Information

Date	Price	Vacant?	Qual
20171228	$425,000.00	N	Q

Land Use Report	**Results**	
Zoning	R-2	Note: (Must be verified with Municipality)
Future Land Use	MEDIUM DENSITY RESIDENTIAL	Note: (Must be verified with Municipality)
Community Development District	No	
Community Redevelopment Area	No	Note: (Must be verified with City of Fernandina Beach)
Historic District	No	Note: (Must be verified with City of Fernandina Beach)
Municipal Service Benefit Unit (MSBU)	No	
Mobility Fee Zone	Zone 1	

Topographical Report	**Results**	
Soil Map Unit Name	KINGSFERRY FINE SAND,RESOTA FINE SAND, 0 TO 5 PERCENT SLOPES,EVERGREEN-LEON MUCKS, DEPRESSIONAL,ECHAW FINE SAND	
Drainage Basin	St. Marys River	
Drainage Basin Number	Coming Soon	
Vegetation		Not a jurisdictional survey
Approximate Elevation	Coming Soon	

Utility Report	**Results**
Water Source	City of Fernandina Beach
Waste Water	City of Fernandina Beach
Electric Provider	Florida Public Utility

Emergency Management Report	**Results**	
Fire District	100	Note: (Must be verified with Nassau County Fire & Rescue)
USNG	17R MP 56 90	

		Note: (Must be verified with Nassau County Emergency Management)
Storm Surge Zone	Coming Soon	Note: (Must be verified with Nassau County Emergency Management)
Hurricane Evacuation Zone	Coming Soon	Note: (Must be verified with Nassau County Emergency Management)
Special Flood Hazard Area	X	Note: (Must be verified with Nassau County Building Dept.)
DFIRM Panel	12089C	Note: (Must be verified with Nassau County Building Dept.)
Building Wind Zone	Coming Soon	

School Board Report	**Results**	
Elementary School Zone	Emma Love Hardee Elementary	Note: (Must be verified with NCSB)
Middle School Zone	Fernandina Beach Middle School	Note: (Must be verified with NCSB)
High School Zone	Fernandina Beach High School	Note: (Must be verified with NCSB)

Elections Report	**Results**	
Municipality	City of Fernandina Beach	
Voting Precinct	101	Note: (Must be verified with SOE)
Polling Location	Coming Soon	Note: (Must be verified with SOE)
Congressional	4	Note: (Must be verified with SOE)
State Senate	4	Note: (Must be verified with SOE)
State House	11	Note: (Must be verified with SOE)
County Commissioner	1 - Daniel B. Leeper	Note: (Must be verified with SOE)
School Board	1 - Donna Martin	Note: (Must be verified with SOE)
Ocean, Highway & Port Authority	1 - Richard S. Bruce	Note: (Must be verified with SOE)
City of Fernandina Beach Commission	Johnny MIller, Tim Poytner, Robin C. Lentz, Roy G. Smith and Len Kreger	Note: (Must be verified with City of Fernandina Beach)
Hilliard Town Council	Does Not Apply	Note: (Must be verified with Town of Hilliard)
Callahan Town Council	Does Not Apply	Note: (Must be verified with Town of Callahan)
Mosquito Control	Amelia Island Mosquito Control District	Note: (Must be verified with SOE)

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

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GIS NASSAU COUNTY

INSTR # 201737784, Book 2166, Page 1574 Doc Type D, Pages 2, Recorded 12/28/2017 at 03:41 PM, John A Crawford, Nassau County Clerk of Circuit Court, Deed Doc. D $2975.00 Rec. Fee $18.50

2

PREPARED BY & RETURN TO:

Name: Wood & Smith, P.A.
Address: 303 Centre Street
Suite 100
Fernandina Beach, FL 32034

File No. 17-200086
Sales Price: $425,000.00

Parcel No.: 00-00-31-1800-0240-0010

This **WARRANTY DEED**, made the **28th day of December, 2017**, by **Evett L. Simmons, a single person, individually and as Trustee of the Evett L. Simmons Revocable Trust U.T.D. December 19, 2016** (whether one or more, the "Grantor"), to **Simmons 9, LLC, a Florida Limited Liability Company**, whose post office address is 20 S. 4th Street, Fernandina Beach, FL 32034 (whether one or more, the "Grantee"):

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in County of Nassau, State of Florida, viz:

All that certain lot, piece or parcel of land situate, lying and being in the City of Fernandina Beach, (formerly named Fernandina), County of Nassau and State of Florida and being further described according to the official map or plat of said City (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida Town Improvement Company in 1887 and 1901) as:
Lots 1, 2, 3, 4, 5 and the Westerly 30.0 feet of Lots 6, 7, 8, 9 and 10 in Block 240.

The land described herein is not the homestead of the Grantor, and neither the Grantor nor any spouse of the Grantor, nor anyone for whose support the Grantor is responsible, resides on or adjacent to said land.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO TAXES FOR THE YEAR 2018 AND SUBSEQUENT YEARS, RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the same in fee simple forever.

And the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever. Grantor further warrants that said land is free of all encumbrances, except as noted herein and except taxes accruing subsequent to December 31, 2017.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature
Printed Name: Jennifer Pizzarello

By: Evett L. Simmons
Evett L. Simmons, individually and as Trustee of the Evett L. Simmons Revocable Trust Agreement dated December 19, 2016

Witness Signature
Printed Name: Jamie Booth

Address:
7843 Sabal Lake Drive
Port St. Lucie, FL 34986

STATE OF Florida
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 27th day of December, 2017, by Evett L. Simmons, individually and as Trustee, who is personally known to me or who produced a Drivers License as identification.

Donna R Baumker
Signature of Notary Public
Print, Type/Stamp Name of Notary
Donna R Baumker

DONNA R. BAUMKER
Commission # GG 092862
Expires April 10, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

Personally known:_____
OR Produced Identification: ✓

Type of Identification Produced: Drivers License

HICKORY RIDGE

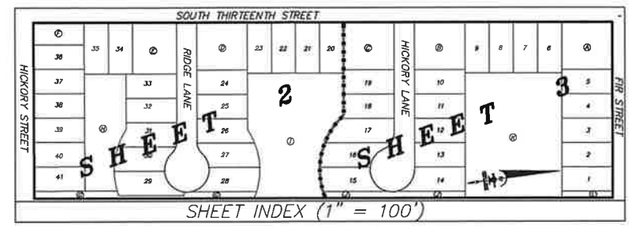
PLAT BOOK____ PAGE____

SHEET 1 OF 3 SHEETS

A REPLAT OF LOTS 1, 2, 3, 4, 5 AND THE WESTERLY 30.0 FEET OF LOTS 6, 7, 8, 9, AND 10 IN BLOCK 240, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE OFFICIAL MAP OR PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

CAPTION:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE OFFICIAL MAP OR PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), AS: LOTS 1, 2, 3, 4, 5 AND THE WESTERLY 30.0 FEET OF LOTS 6, 7, 8, 9, AND 10 IN BLOCK 240.



SHEET INDEX (1" = 100')

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SIMMONS 9, LLC. A FLORIDA LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "HICKORY RIDGE, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, DEVELOPER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

PRIVATE RIGHTS-OF-WAY (HICKORY LANE & RIDGE LANE), NON-EXCLUSIVE EASEMENTS FOR DRAINAGE AND FOR MAINTENANCE OF LANDSCAPING AND DRAINAGE IMPROVEMENTS OVER THOSE EASEMENTS DESIGNATED HEREON AS DRAINAGE EASEMENTS ARE SUBJECT TO THE RIGHTS AND RESERVATIONS CONTAINED HEREIN, AND SHALL BE RETAINED BY THE UNDERSIGNED OWNER FOR ITS PRIVATE USE, AND FOR THE USE OF ITS LEGAL SUCCESSORS IN INTEREST, GRANTEES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO CITY OF FERNANDINA BEACH, OR A RESPONSIBLE PROPERTY OWNERS' ASSOCIATION AS SUCH INTERESTS MAY BE GRANTED, CONVEYED OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY.

TRACTS "A", "B", "C", "D", "E", "F", "G", "J" & "L" (RECREATION/OPEN SPACE) ARE HEREBY RETAINED BY THE UNDERSIGNED OWNER FOR ITS PRIVATE USE, AND FOR THE USE OF ITS LEGAL SUCCESSORS IN INTEREST, GRANTEES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO CITY OF FERNANDINA BEACH, OR A RESPONSIBLE PROPERTY OWNERS' ASSOCIATION AS SUCH INTERESTS MAY BE GRANTED, CONVEYED OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY.

TRACTS "H", "I" & "K" (POND TRACT) ARE HEREBY RETAINED BY THE UNDERSIGNED OWNER FOR ITS PRIVATE USE, AND FOR THE USE OF ITS LEGAL SUCCESSORS IN INTEREST, GRANTEES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO CITY OF FERNANDINA BEACH, OR A RESPONSIBLE PROPERTY OWNERS' ASSOCIATION AS SUCH INTERESTS MAY BE GRANTED, CONVEYED OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY.

FLORIDA PUBLIC UTILITIES AND ITS SUCCESSORS AND ASSIGNS ARE HEREBY IRREVOCABLY DEDICATED A SEVEN & ONE-HALF (7.5') FOOT EASEMENT ALONG THE FRONT OF EACH LOT AND ALONG ALL RIGHTS-OF-WAY FOR ITS USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS_____ DAY OF_____, 2018.

_____
DIRECTOR OF PLANNING

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'s) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7); AND THAT PERMANENT CONTROL POINTS (P.C.P.'s) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS _____ DAY OF _____, A.D. 2018.

_____
MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE No. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"

CERTIFICATE OF REVIEW BY CITY EMPLOYED/CONTRACTED SURVEYOR/MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, F.S., IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING / MAPPING REFLECTED ON THIS PLAT.

_____
SURVEYOR / MAPPER DATE

CHARLES ROBERT LEE

FLORIDA REGISTRATION NO.: LS 5618

COUNTY TAX COLLECTOR CERTIFICATE

TAX IDENTIFICATION NUMBER: 00-00-31-1800-0240-0010

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT:

SIGNED THIS _____ DAY OF _____ A.D. 2018.

_____
TAX COLLECTOR
NASSAU COUNTY, FLORIDA

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, FLORIDA

THIS _____ DAY OF _____, A.D. 2018.

_____
DIRECTOR OF EMERGENCY SERVICES

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA. WITNESS BY SIGNATURE THIS _____ DAY OF _____, A.D., 2018.

_____
CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVEDBY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____DAY OF _____, A.D., 2018.

BY: _____ ATTEST: _____
MAYOR CITY CLERK

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177.081, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D. 2018.

_____
CLERK OF THE CIRCUIT COURT

COPYRIGHT © 2018 BY MANZIE AND DRAKE LAND SURVEYING

SIMMONS 9, LLC – A FLORIDA LIMITED LIABILITY COMPANY

WITNESS _____ _____
JAY MOCK

_____
PRINT OR TYPE NAME

WITNESS _____

_____
PRINT OR TYPE NAME

STATE OF:_____
COUNTY OF:_____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____ TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____ IN THE COUNTY OF _____ AND THE STATE OF _____ THIS _____ DAY OF _____ A.D., 2018

_____MY COMMISSION EXPIRES : _____
NOTARY PUBLIC
STATE OF _____

STATE OF FLORIDA

MORTGAGEE'S CONSENT

I, _____ ON BEHALF OF _____ DO HEREBY JOIN IN AND CONSENT TO THE ADOPTION AND DEDICATION OF SAID LANDS BY THE OWNERS THEREOF, AS SHOWN HEREON, AND AGREE THAT ITS MORTGAGE WHICH IS DESCRIBED IN OFFICIAL RECORD BOOK ____ PAGES _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA SHALL BE SUBORDINATED TO SAID ADOPTION AND DEDICATION.

WITNESS _____ _____

_____ NAME: _____
PRINT OR TYPE NAME TITLE: _____

WITNESS _____

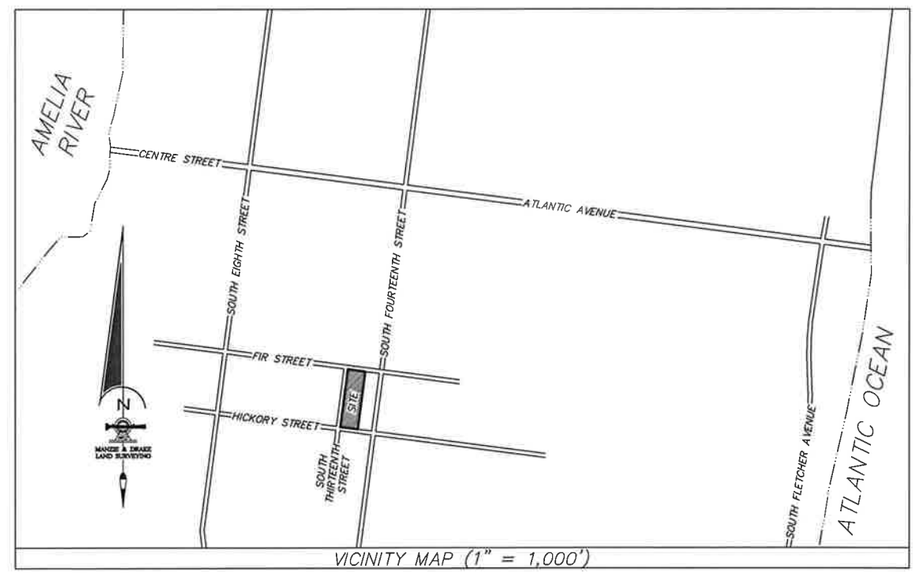
_____
PRINT OR TYPE NAME

STATE OF:_____
COUNTY OF:_____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____ TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING MORTGAGEE'S CONSENT AND WHO ACKNOWLEDGED BEFORE ME THAT SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____ IN THE COUNTY OF _____ AND THE STATE OF _____ THIS _____ DAY OF _____ A.D., 2018

_____MY COMMISSION EXPIRES : _____
NOTARY PUBLIC
STATE OF _____



VICINITY MAP (1" = 1,000')

SURVEYOR'S NOTES

1.) ■ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (5/8" IRON ROD & CAP) SET WITH IDENTIFICATION "PRM-LB 7039".
◉ DENOTES PERMANENT CONTROL POINT (P.C.P.) SET WITH IDENTIFICATION "MANZIE LB 7039".
2.) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N07°33'47"E FOR THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH THIRTEENTH STREET. THE BEARING REFERENCE LINE IS INDICATED AS THUS (BR).
3.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 12089C 0237 G, DATED 08/02/2017.
4.) "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5.) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
6.) NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO CITY OF FERNANDINA BEACH SUBDIVISION REGULATIONS AND BE APPROVED BY THE CITY OF FERNANDINA BEACH.
7.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS "R-2".
8.) BUILDING SETBACK REQUIREMENTS FOR THIS SUBDIVISION ZONED "R-2", ARE AS FOLLOWS:
FRONT SETBACK = 25 FEET SIDE SETBACK = 10% OF LOT WIDTH REAR SETBACK = 20 FEET
CORNER LOT SETBACK (SIDE ABUTTING STREET) = 15'
9.) THE LANDS SHOWN HEREON IS NOT LOCATED WITHIN A STORM SURGE CATEGORY, AS SCALED FROM STORM SURGE ATLAS VOLUME 1, PLATE 3, NASSAU COUNTY, FLORIDA, AS PER S.L.O.S.H. (SEA, LAKE, AND OVERLAND SURGES FROM HURRICANES).
10.) ALL LOT LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED
12.) LOTS SHOWN HEREON ARE INTENDED FOR RESIDENTIAL PURPOSES.

LEGEND

S.F. = SQUARE FEET
AC. = ACRE
F.P.U. = FLORIDA PUBLIC UTILITIES
D.E. = DRAINAGE EASEMENT
SQ. FT. = SQUARE FEET
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P.I.N. = PARCEL IDENTIFICATION NUMBER
P.R.M. = PERMANENT REFERENCE MONUMENT

MANZIE & DRAKE LAND SURVEYING
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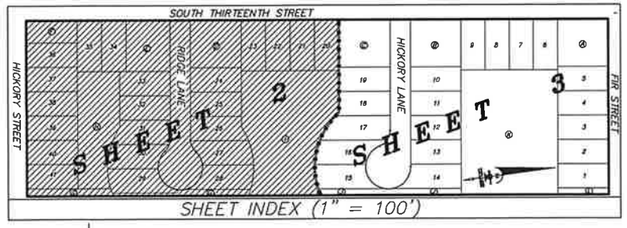
PLAT BOOK ____ PAGE ____

SHEET 2 OF 3 SHEETS

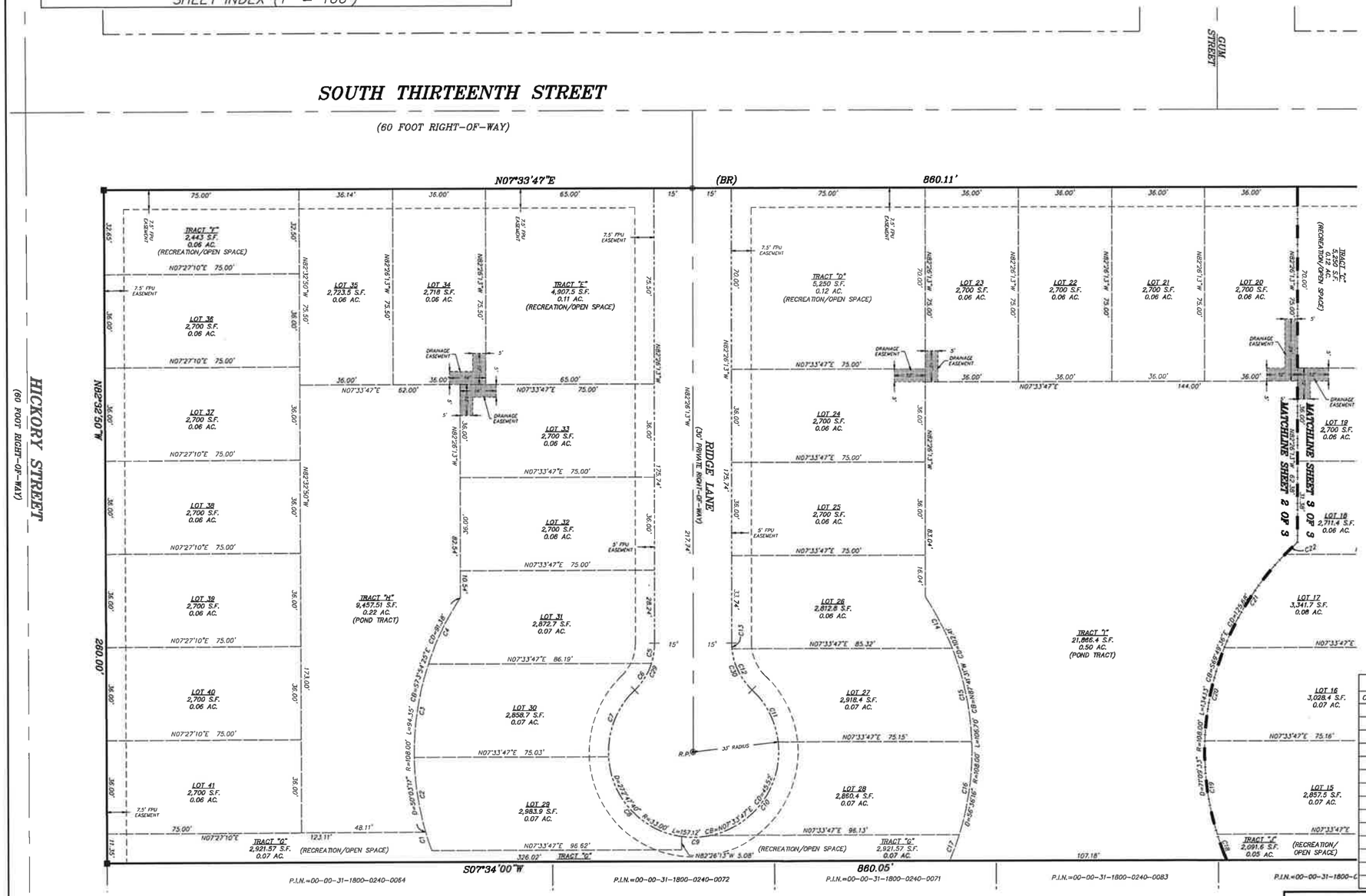
HICKORY RIDGE

A REPLAT OF LOTS 1, 2, 3, 4, 5 AND THE WESTERLY 30.0 FEET OF LOTS 6, 7, 8, 9, AND 10 IN BLOCK 240, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING FURTHER DESCRIBED ACCORDING TO THE OFFICIAL MAP OR PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



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CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	7.48'	108.00'	3°58'05"	N79°04'54"E	7.48'
C2	36.81'	108.00'	19°31'51"	N86°51'48"E	36.64'
C3	36.60'	108.00'	19°25'03"	S73°39'45"E	36.43'
C4	28.41'	108.00'	15°04'27"	S56°25'00"E	28.33'
C5	7.89'	25.00'	18°05'10"	N73°23'38"W	7.86'
C6	12.35'	25.00'	28°18'40"	N50°11'43"W	12.23'
C7	28.48'	33.00'	49°27'23"	S60°46'04"E	27.61'
C8	45.50'	33.00'	78°59'30"	N55°00'29"E	41.96'
C9	11.57'	33.00'	20°05'45"	N5°27'51"E	11.52'
C10	48.59'	33.00'	84°21'31"	N46°45'47"W	44.32'
C11	22.98'	33.00'	39°53'30"	S71°06'43"W	22.51'
C12	17.98'	25.00'	41°12'28"	N71°46'12"E	17.60'
C13	2.26'	25.00'	5°11'22"	S85°01'53"E	2.26'
C14	22.56'	108.00'	11°58'05"	S69°59'23"W	22.52'

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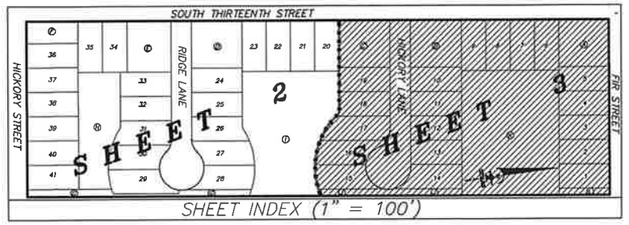
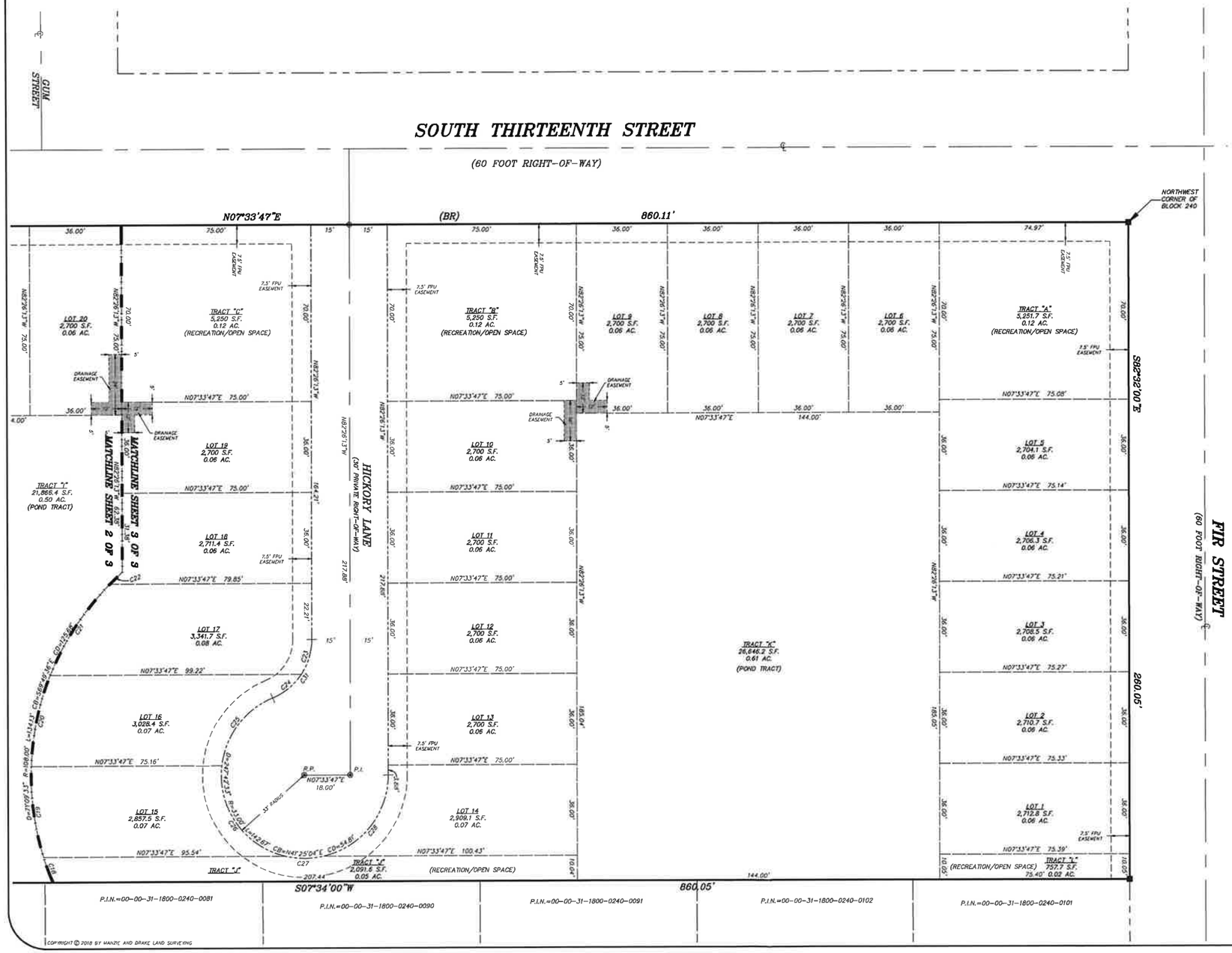
PLAT BOOK ____ PAGE ____

SHEET 3 OF 3 SHEETS



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



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CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C15	36.96'	108.00'	19°36'20"	S85°46'35"W	36.78'
C16	36.50'	108.00'	19°21'52"	N74°44'19"W	36.33'
C17	10.68'	108.00'	5°40'00"	N62°13'23"W	10.68'
C18	10.68'	108.00'	5°40'03"	N77°25'39"E	10.68'
C19	36.49'	108.00'	19°21'39"	N89°56'30"E	36.32'
C20	36.97'	108.00'	19°36'40"	S70°34'21"E	36.79'
C21	43.29'	108.00'	22°57'56"	S49°17'03"E	43.00'
C22	6.70'	108.00'	3°33'16"	S36°01'28"E	6.70'
C23	14.60'	25.00'	33°27'54"	N65°42'16"W	14.40'
C24	14.94'	25.00'	34°14'39"	N31°50'59"W	14.72'
C25	35.11'	33.00'	60°57'25"	S45°12'23"E	33.48'
C26	48.09'	33.00'	83°29'28"	N62°34'11"E	43.94'
C27	15.28'	33.00'	26°31'20"	N7°33'47"E	15.14'
C28	44.20'	33.00'	76°44'20"	N44°04'03"W	40.97'
C29	20.24'	25.00'	46°23'50"	N59°14'18"W	19.70'
C30	20.24'	25.00'	46°23'50"	N74°21'52"E	19.70'
C31	29.54'	25.00'	67°42'33"	N48°34'56"W	27.85'

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ORDINANCE 2017-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP TO ASSIGN A PLANNED UNIT DEVELOPMENT OVERLAY FOR A PARCEL TOTALING 5.10 ACRES OF LAND LOCATED ON S. 13TH STREET BETWEEN HICKORY STREET AND FIR STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board reviewed the Zoning Map Amendment application numbered PAB 2017-12 at its October 11,2017 meeting and unanimously recommended approval of the change to apply a Planned Unit Development (PUD) Overlay on the subject property; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on September 27, 2017.

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

SECTION 1. PROPERTY INVOLVED. The property identified for this change of the Zoning Map is located on S. 13th Street between Hickory Street and Fir Street and identified as Parcel ID 00-00-31-1800-0240-0010, totaling approximately 5.10 acres, and is shown on the map attached hereto as Exhibit "A".

SECTION 2. ZONING MAP CHANGE. For the property in question, the City's Zoning Map is hereby changed Planned Unit Development Overlay and retains the existing Medium Density Residential/ R-2 zoning district.

SECTION 3. SEVERABILITY**.** If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 4. This Ordinance shall take effect immediately after its final adoption.

ADOPTED this 5th day of December, 2017.

CITY OF FERNANDINA BEACH

_____
ROBIN C. LENTZ
Mayor - Commissioner

ATTEST:

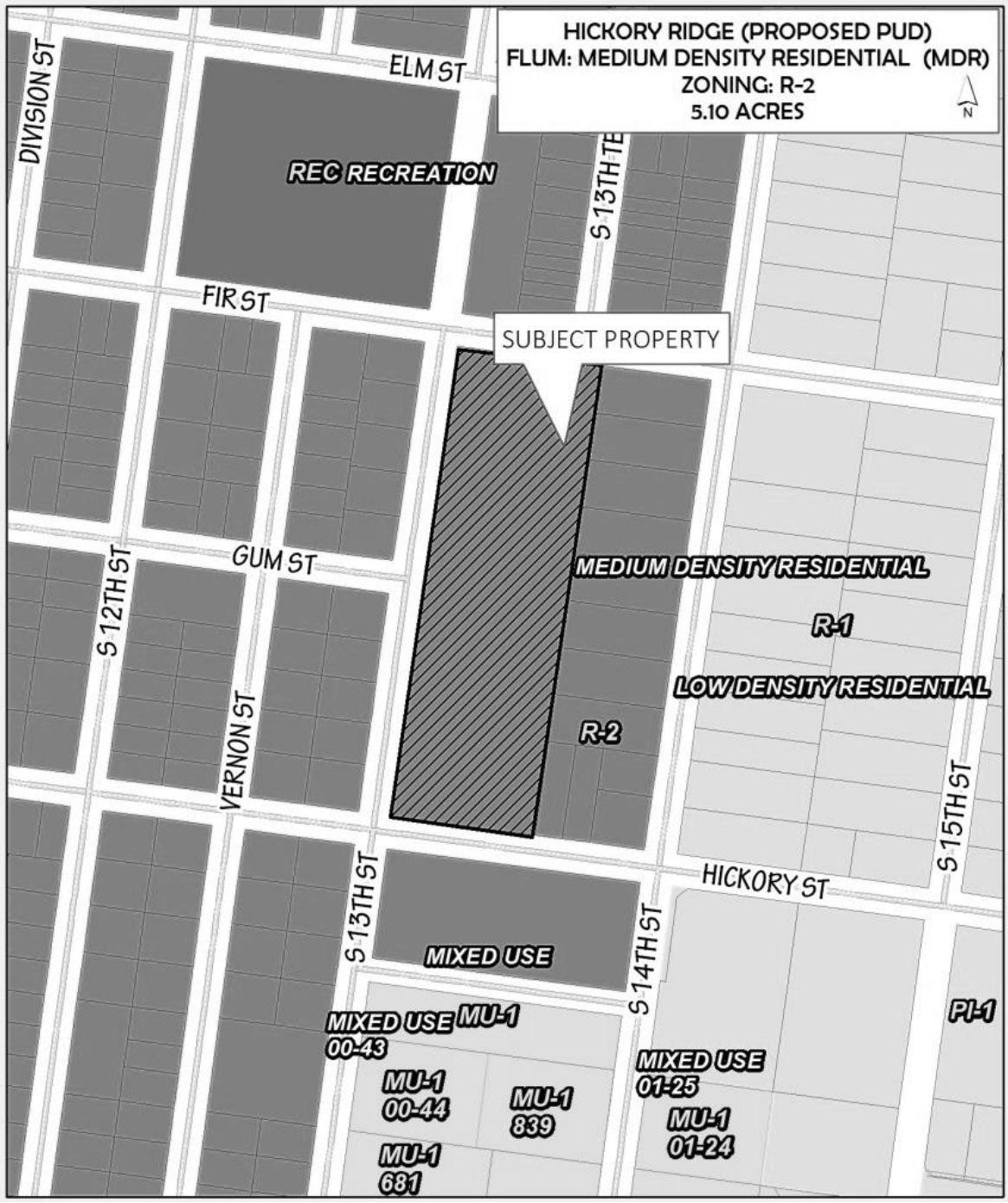
APPROVED AS TO FORM AND LEGALITY:

_____
CAROLINE BEST
City Clerk

_____
TAMMI E. BACH
City Attorney

ORDINANCE 2017-25
EXHIBIT "A"

ZONING MAP CHANGE WITH PLANNED UNIT DEVELOPMENT OVERLAY FOR AN APROXIMATE 5.10 ACRE PARCEL IDENTIFIED AS 00-00-31-1800-0240-0010 AND LOCATED ON S. 13TH STREET BETWEEN HICKORY AND FIR STREETS.



ORDINANCE 2017-25
EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN
ORDINANCE 2017-25

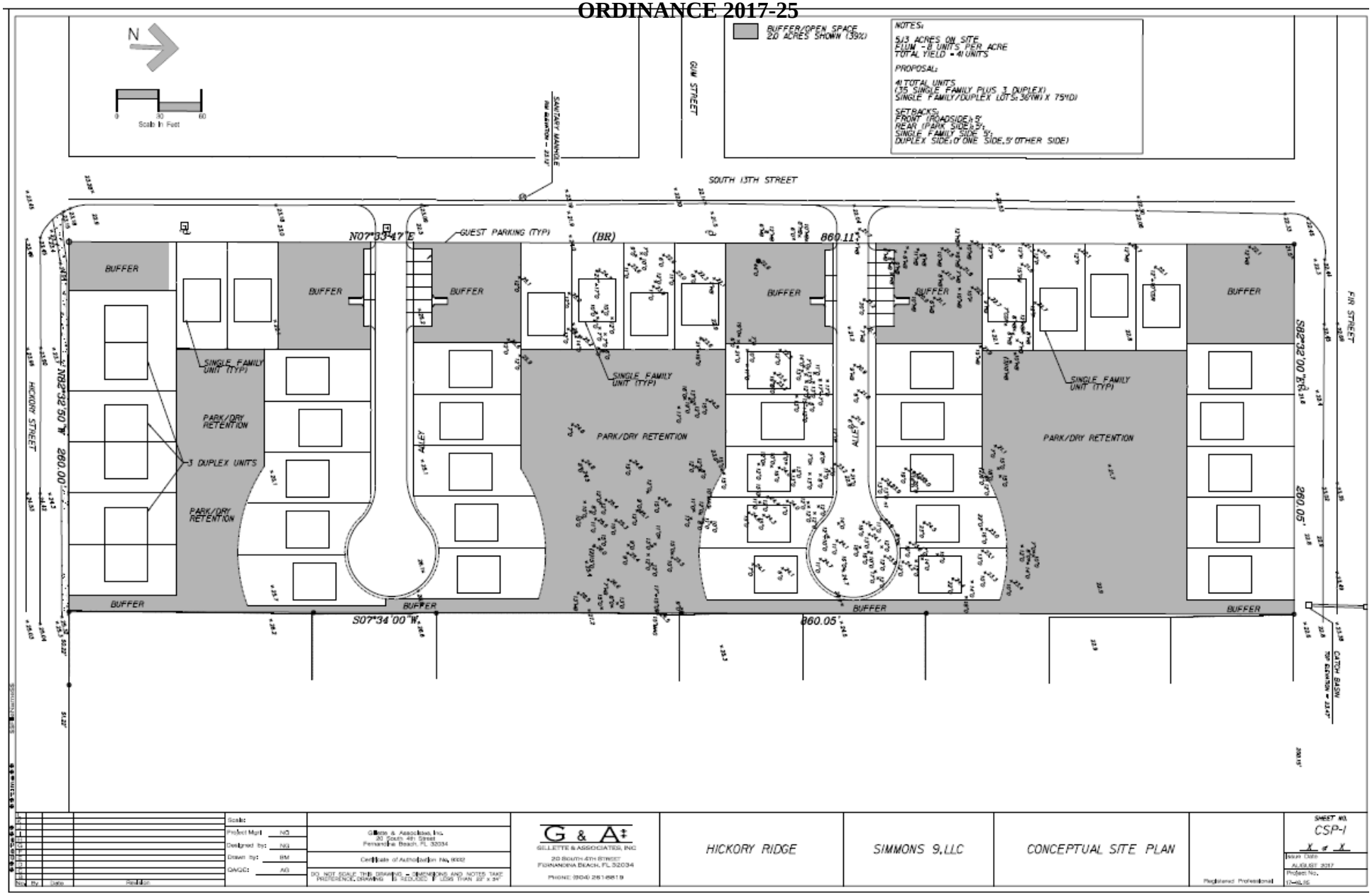
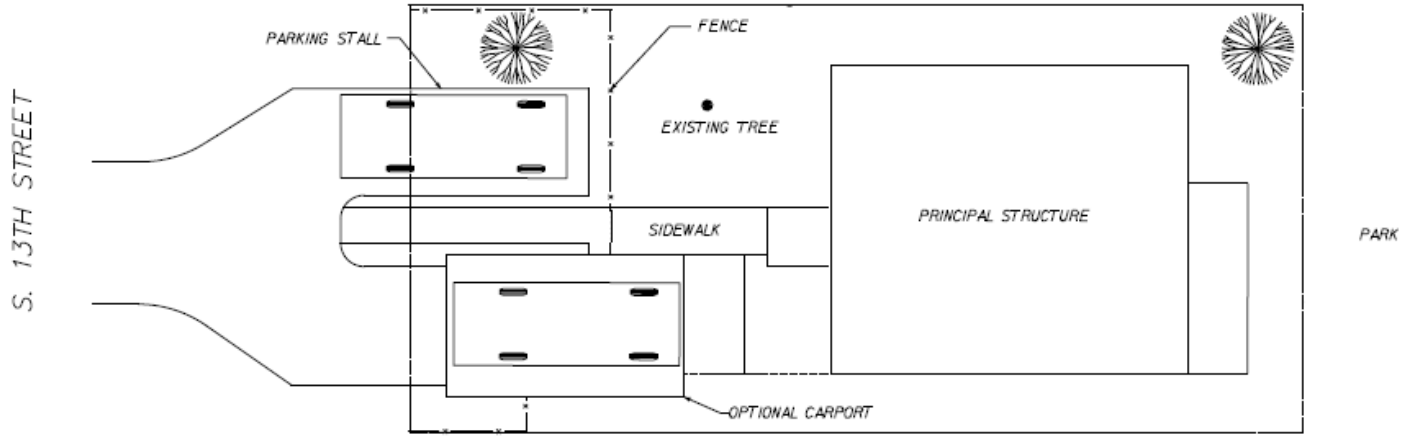
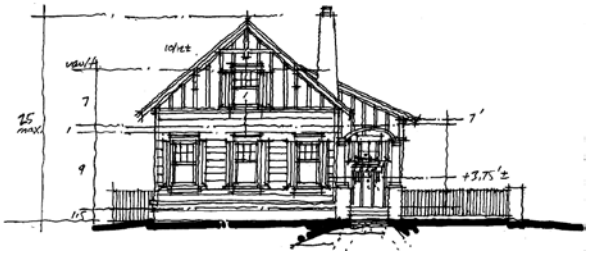


EXHIBIT C
CONCEPTUAL LOT SITE PLAN AND ARTISTIC RENDERING



ARTISTIC RENDERING ONLY



Scale			
Project Mgr	NG	Gillette & Associates, Inc. 20 South 4th Street Fernandina Beach, FL 32034	G & A ± GILLETTE & ASSOCIATES, INC 20 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 PHONE: (904) 261-6819
Designed by	NG		
Drawn by	AD	Certificate of Authorization No. 5332	
GWGIQ	AG	DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"	

SOUTH 13TH STREET
AMELIA ISLAND

SIMMONS 9, LLC

CONCEPTUAL LOT
SITE PLAN

Registered Professional

SHEET NO.
CLSP-1
X of X
Issue Date
FEBRUARY 2017
Project No.
16-6218

ORDINANCE 2017-25
EXHIBIT D
DEVELOPMENT NARRATIVE

("HICKORY RIDGE")

I. General Conditions:

The HICKORY RIDGE PUD consists of approximately 5.13 acres of land that is located between South 13th Street, Hickory Street and Fir Street in Fernandina Beach, Florida. The Hickory Ridge PUD will consist of forty one (41) total residential units. These units will be a mix of single family and duplex housing products to provide two different housing types. Open space will also be provided as part of the PUD.

A. The Hickory Ridge PUD will be developed as delineated on the Preliminary Development Plan (attached hereto as Exhibit "B"). The Hickory Ridge PUD Preliminary Development Plan incorporates by reference the terms of these PUD Conditions and the Developer's statements made in the related rezoning application, which collectively set forth the Developer's written plan of development for the Hickory Ridge PUD, and which are intended to clearly demonstrate that approval of the Hickory Ridge PUD will benefit the community as a whole and fulfill the applicable policies of the Fernandina Beach Comprehensive Plan, and Ordinance 2006-14, as amended, the Fernandina Beach Zoning Code (the "Zoning Code").

B. The Developer may, at their discretion, develop the Hickory Ridge PUD in phases.

C. All commons areas in the Hickory Ridge Subdivision will be constructed to serve the entire Hickory Ridge Subdivision and will be owned and controlled by one Homeowner's Association (HOA).

D. Within one (1) year after approval by the Fernandina Beach City Commission of the Hickory Ridge PUD Preliminary Development Plan, the Developer shall submit a final development plan for the Project to the Technical Review Committee for review. Upon expiration of the Hickory Ridge PUD, the zoning shall revert to R-2 zoning.

E. The Developer may, at their discretion, simultaneously submit engineering plans for the Project as a whole for approval by the Technical Review Committee. The City Commission, upon request from the Developer and for good cause shown, may extend the one (1) year time period for submitting the final development plan. Such extension shall not exceed one (1) year.

F. The location and size of all lots, roads, project entrances, recreation/open space and other areas shown on the Hickory Ridge PUD Preliminary Development Plan is conceptual such that the final location of any roads, project entrances, recreation/open space and other areas will be depicted on the final development plan and the final engineering plans so long as the changes do not constitute a Major Amendment to the PUD. However, a significant change to the location/size of the proposed open space or significant change to the location of roadways or transportation improvements will be considered a substantial deviation and will require approval from the Planning Advisory Board.

II. Specific Conditions:

A. Open Space and Common Areas.

1. Open space areas shall be provided for the project. The location of these areas is indicated on the Hickory Ridge Preliminary Development Plan. All common area open space for the applicable phase of the project shall be included in the final development plan of the Project.
2. Any active recreational facilities and accessory structures in the Project shall be subject to site plan approval by the Technical Review Committee and shall be constructed within the upland portion of the open space provided in the Preliminary Development Plan.
3. As shown on the Site Data Table in the Hickory Ridge Preliminary Development Plan, the Developer has committed approximately 2.0 acres of the Hickory Ridge PUD for use as active recreation and/or open space, and such calculation has been made in accordance with the requirements of the Zoning Code. Retention facilities may also be placed within this open space area. It is anticipated that dry retention facilities will be used throughout the entire development which will enhance tree preservation.
4. The open space areas and related maintenance and use restrictions shall be evidenced by recorded deed restrictions or recorded Declaration(s) of Covenants and Restrictions (collectively, the "Covenants and Restrictions"). All privately owned open space shall continue to conform to its intended use as shown in the final development plan and final engineering plans for the project.
5. The Hickory Ridge PUD shall be subject to the Recreation Impact Fees for Regional Parks unless cash and land or a combination thereof contributions are given to Fernandina Beach to satisfy concurrency requirements. The construction of onsite amenities and active recreation areas within the Hickory Ridge Subdivision will qualify for local park impact fee credits due to the provision local parks for the use by the residents.

B. Administration of Community Space and Facilities:

1. The Developer will administer common open space through the Hickory Ridge HOA and shall conform to the following requirements:
   a. The Developer shall establish the applicable association or nonprofit corporation prior to the sale of any lots or units by the Developer to any third party within the Hickory Ridge PUD.
   b. Membership in the association or nonprofit corporation shall be mandatory for all property owners within the Hickory Ridge PUD and the Hickory Ridge Subdivision governed by such entity.

c. The Developer may elect to form separate and/or multiple property owners and/or homeowners association within the Hickory Ridge PUD and Subdivision. If so, the Developer shall establish a master property owners and/or homeowners association for the Hickory Ridge Subdivision that shall be responsible for the maintenance of master drainage and open space areas, subject to the conditions set forth herein. All improvements including roads, master drainage facilities, storm sewers, etc. shall be completed and approved by Fernandina Beach before being transferred to any homeowners' organization or dedicated to the City of Fernandina Beach, as applicable.

d. The applicable association or nonprofit corporation shall manage all common areas, recreational and open space and recreational facilities that are not otherwise dedicated to the public and that are within the lands that are subject to the jurisdiction of such association or nonprofit corporation; shall provide for the maintenance, administration and operation of such portions of the Hickory Ridge PUD and any other lands located within the Hickory Ridge PUD that is not publicly or privately owned; and shall secure adequate liability insurance governing such areas owned or operated by such association or nonprofit corporation.

C. Stormwater Facilities:

1. The Hickory Ridge PUD shall be served by a stormwater system, which shall adhere to the applicable standards of the St. Johns River Water Management District and City of Fernandina Beach for residential stormwater systems. If the Developer is able to treat and attenuate existing offsite stormwater flow through the onsite stormwater system, the project will get credited any applicable stormwater impact fees based on the offsite stormwater flow that is accommodated by the development.

2. All St. Johns River Water Management and Fernandina Beach permits for stormwater facilities shall be obtained by the Developer. The developer shall obtain an operating permit for these facilities.

D. Residential Development Standards:

1. The Hickory Ridge PUD shall include not more than forty one (41) dwelling units. This includes a mix of single family and duplex units as depicted on the Preliminary Development Plan (Exhibit "B"). Each duplex unit is considered to be two (2) lots of record for individual conveyance. Below are the site development standards:

(1) Minimum Lot Requirements:

(a) Minimum lot width: Thirty Six (36) feet (Single Family & Duplex)

(b) Maximum height: Thirty (30) feet (Single Family & Duplex)

(c) Maximum impervious area: Eighty-five percent (85%) (Single Family & Duplex)

(2) Minimum Required Yard Setbacks:

(a)	Front (Road side):	Five (5) feet; (Single Family)
	Front (Road side):	Five (5) feet; (Duplex)
(b)	Side yard:	Five (5) feet; (Single Family)
		Five (5) feet -1 side; (Duplex)
		Zero (0) feet other side; (Duplex)
(c)	Rear yard (Parkside):	Five (5) feet; (Single Family)
		Five (5) feet; (Duplex)
(d)	Accessory Use (unenclosed)	3 feet for all yards (Single Family)

2. All screened pool enclosures, whether attached, semi-attached or detached from the principal building, shall adhere to a minimum yard setback requirement of three (3) feet and shall not be located in the front yard.
3. Accessory uses shall be permitted and shall not exceed 625 square feet of enclosed ground floor area. Permitted accessory uses include those identified in Table 2.02.03 of the Land Development Code, as amended, for the R-2 zoning classification, with the exception of Home Occupation. The building setbacks for all accessory uses, except as described above in Section II (D)(1)(2)(d), shall match the principal structure setbacks described in Section II(D)(1) of this document. Maximum building height for accessory structures shall be 25 feet.

E. Home Occupations: Home occupations shall be permitted with special exception (subject to supplemental standards), as granted individually by the City of Fernandina Beach.

F. Off-Street Parking & Loading: Residential development within the Hickory Ridge PUD shall be subject to the applicable off-street parking and loading required for such use, pursuant to Section 7.01.04 of the Land Development Code. This includes 2 off-street parking spaces per unit.

G. Signage:

1. The Hickory Ridge PUD may have project identification signage at all external entrances to the Hickory Ridge PUD. External entrance project identification signs shall not exceed fifty (50) square feet on each face. All project signs will be designed as ground-mounted signs or integrated into or mounted on landscape features such as walls and fences. All lighting of signs will be sign mounted or ground mounted units projecting onto the sign. The signs at each external project entrance or recreational area will be single faced or double faced and the external entrance signage may include one (1) separate sign, one (1) on each side of the entrance,

not to exceed a total number of two (2) signs for the entire development.

2. Each open area within the Hickory Ridge PUD shall also be entitled to identification signage. Open space area identification signage shall not exceed ten (10) square feet on each sign face.
3. The location of signage shall be delineated on the site plan submitted to the Development Review Committee for approval.
4. Traffic and street name signage may include aesthetic framing. However, any applicable FDOT/Fernandina Beach standards for sign face, elevations, etc. shall be maintained by the Developer and/or homeowners' association as appropriate.
5. There is no other specific reserved signage approvals requested for the Hickory Ridge PUD. Home occupations, which are approved as a supplemental use as detailed herein, shall not be allowed any signage rights.

H. Sidewalks and Street Lights:

1. If acceptable to City Staff and the City Commission, the Developer will install a 5-foot wide sidewalk along the property frontage for Hickory Street, South 13th Street, and Fir Street.
2. Street lights shall be provided along all alleys, as determined to be necessary. The Developer shall submit a lighting plan, demonstrating the location of streetlights, with final engineering plans for approval by the Technical Review Committee.

I. Amenities:

1. Developer will dedicate and/or construct the following amenities within the Hickory Ridge Subdivision:
   a. Buffers shown on the Preliminary Development Plan

Developer may, at its option, construct additional amenities. All amenities constructed within the Hickory Ridge Subdivision, when operational, are intended to serve all homeowners within the Hickory Ridge subdivision.

J. Visual Screen/Buffer:

A visual screen/buffer shall be provided along all property boundaries, except where driveways or utility connections are shown, as depicted on the Preliminary Development Plan (Exhibit "B"). The buffer/screen may include a wood, wood composite, masonry wall, or vinyl fence, existing or planted landscaping, earth mounds or combination thereof so long as such measures shall provide at the time of installation a minimum of 85 percent opacity for that area between the finished grade level at the common boundary line and eight (8) feet above such level and horizontally along the length of all common boundaries.

K. Construction Standards:

1. Except as specifically provided herein, all development in the Hickory Ridge PUD shall be in accordance with Fernandina Beach's land development standards, and any applicable State standards, in effect at the time of submittal of the Final Development Plans and/or Plat of record and any applicable utility providers standards with respect to any water, sewer, or electrical utilities for the Hickory Ridge PUD served by the City of Fernandina Beach or any other utility provider.
2. All utilities shall be located underground.

L. Temporary Uses:

1. One temporary rental office shall be allowed on the premises during construction.
2. The Developer, or its designated successor, assign or designee, will be required to maintain a copy of the approved Planned Unit Development Ordinance, including the Final Development Plan and PUD Conditions in any sales office located upon the Hickory Ridge PUD, which is available for inspection by project residents, including the posting for public viewing of the Final Development Plan in any sales office.
3. The siting of temporary construction trailers shall be allowed on the Hickory Ridge PUD during construction. The temporary construction trailers must be removed within thirty (30) days of completion of the improvements, for which the temporary construction trailers are being utilized, provided the right to temporary construction trailers shall continue until build- out of the project.

M. Alterations:

Changes in the location of the road(s), project entrances, stormwater system improvements, and to the boundaries, size and configuration of lots and Recreation/Open Space areas, as depicted on the Hickory Ridge PUD Preliminary Development Plan to accommodate environmental, permitting and design factors, conditions and requirements of the Developer is allowed, so long as the change does not constitute a Major Amendment to the PUD, provided the integrity of the original application is maintained and provided the same shall be finalized by the Developer during final engineering plan approval for the applicable phase of development. The Fernandina Beach Land Development Code will govern all applicable procedures for changes to the PUD.

N. Ownership and Maintenance:

1. The Hickory Ridge PUD and related uses/facilities associated therewith (other than individual lots), will be owned, maintained and or operated as follows:
   a. Any areas associated with the development (i.e., recreation/open space areas, signage, landscape, stormwater systems, etc.) will be managed through a homeowners association(s) and/or a property owners association(s).
   b. To ensure that all of the recreation and open space

areas described in these PUD Conditions and depicted in the approved Hickory Ridge Preliminary Development Plan for any phase of the project will be used as intended, the Covenants and Restrictions described above will contain provisions consistent with terms of these PUD Conditions and any deed from the Developer to third party purchasers in the project will incorporate such Covenants and Restrictions by reference to the Covenants and Restrictions in each deed.

c. Such deed restrictions created by the Covenants and Restrictions shall run with the land in order to protect both present and future property owners within the Hickory Ridge PUD. The deed restrictions created by the Covenants and Restrictions shall prohibit the partition of any open space areas. The water/sanitary sewer improvements will be the responsibility of the private utility company, which provides service for this area, which is currently the City of Fernandina Beach.

O. Access:

1. Access to and from the Hickory Ridge PUD will be provided from Hickory Street, South 13th Street, and First Street as shown on the Preliminary Development Plan.
2. The location of all external and internal project entrances, accesses and roadways may change based on environmental, permitting and design factors, conditions and requirements of the Developer, so long as the changes do not constitute a Major Amendment to the PUD. The Developer will finalize the location of all external project entrances, accesses and roadways during the final engineering approval for the applicable phase of development. The Fernandina Beach Land Development Code will govern all applicable procedures for changes to the PUD.
3. Model home building permits will be issued upon installation of all necessary water mains and fire hydrants, and stabilization of all roadways internal to the development, and plat recording. Up to 10% of the total lots for each phase of the development may be issued as model lots; however, Certificates of Occupancy will not be issued for these models until all improvements for that phase are complete.
4. Each dwelling unit or other permitted use shall be provided access, either directly or indirectly, by a public right-of-way, private vehicular or pedestrian way or commonly owned easement.
5. City owned vehicles shall be permitted access on privately owned roads, easements and common open spaces in order to perform basic City services such as fire and police protection, emergency service needs of PUD residents, and site inspection by Fire-Rescue, Community Development, Engineering and Code Enforcement departments to monitor adherence to City regulations and the conditions contained herein.

6. The proposed rights of ways are to be a minimum of 30 feet in width and shall be dedicated to the City of Fernandina Beach for use and maintenance upon completion and acceptance by the City. The right of way reduction beyond typical City standards is proposed to accomplish the following:
   a. Alley design resulting in less impervious area;
   b. Introduction of more open space into the development; and
   c. Greater tree retention due to less impacted area

   All roads will be constructed to City standards and will be subject to traditional testing and inspections methods commonly performed by the City and described within the City Land Development Code.

P. Notification: The Applicant shall incorporate into the covenants and restrictions notification to all property owners that they are living in a Planned Unit Development (PUD).

III. Justification for Planned Unit Development Classification for this Project and Approval of the Preliminary Development Plan:

The proposed project allows for development of the Hickory Ridge PUD for mixed residential uses in a manner that warrants flexibility in the application of land use controls for Fernandina Beach, Florida consistent with the intent of Section 2.02.02 of the Fernandina Beach Land Development Code. The project design is also in harmony with the general purpose and intent of the Fernandina Beach Comprehensive Plan. The design and layout of the Hickory Ridge Planned Unit Development (PUD) requirements:

1. Does not increase the density provided within the existing Future Land Use Map designation of Medium Density Residential;
2. Provides workforce housing within the City of Fernandina Beach in keeping with surrounding land uses;
3. Provides additional buffering beyond what is required between the proposed development and existing development;
4. Cluster development allows greater tree retention then existing R-2 single family development would provide;
5. Garden style type development allows for units to abut open space areas;
6. Is located within walking distance to three (3) existing schools;
7. Is located within an area with adequate infrastructure and similar residential uses;
8. Enhances the appearance of the area through preservation of natural features, the provision of underground utilities, where possible, and the provision of open space areas in excess of existing Zoning Code and subdivision requirements;
9. Provides an environment of stable character compatible with the surrounding areas; and
10. The Hickory Ridge PUD Preliminary Development Plan which incorporates by reference the terms of these PUD Conditions and the statements made by the Developer in the related rezoning application includes the criteria required for the Fernandina Beach Planning Advisory Board and the Fernandina Beach City Commission to review and approve the Hickory

Ridge PUD Preliminary Development Plan.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-98
Establishment of Marina Advisory Board

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-98.

SYNOPSIS: Creates a Marina Advisory Board that will address issues and make recommendations specific to the Marina. The makeup of the Board will be seven voting and one non-voting members, including four members who are permanent slip holders.

FISCAL IMPACT: No fiscal impact, other than staff time to attend meetings, is known at this time.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-98.

Tammi E. Bach, City Attorney	06/28/2018
Joe Springer, Marina Manager	06/28/2018
Dale Martin, City Manager	07/03/2018

Date: June 13, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2018-98

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING THE MARINA ADVISORY BOARD; PROVIDING FOR GOALS, MISSION, ORGANIZATION, CONDUCT OF BUSINESS AND STAFF SUPPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Marina is of vital importance to the City of Fernandina Beach as a landmark; and

WHEREAS, the City of Fernandina Beach is responsible for management of Marina operations; and

WHEREAS, the City Commission has established advisory boards for other enterprise funds, such as the Fernandina Beach Municipal Airport and Fernandina Beach Golf Course; and

WHEREAS, in June 2018, the City Commission decided to consider a Marina Advisory Board as a way to generate feedback from community members; and

WHEREAS, the City Commission wishes to establish the Marina Advisory Board and set forth its roles and responsibilities as an ad hoc advisory board to the City Commission.

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

SECTION 1. The City Commission hereby creates the Marina Advisory Board ("MAB"), which is officially designated as an ad hoc advisory board to the City Commission, and is responsible for adhering to the following:

a) The MAB will consist of seven members and one non-voting member appointed by the City Commission; four of the voting members must be permanent slip holders/renters in the Fernandina Harbor Marina.
b) All voting members must reside within the City limits, but the non-voting member does not have to reside within City limits; and a voting member who moves outside of the City must be removed immediately.
c) Each member of the MAB serves at the pleasure of the City Commission.
d) The term of office for inaugural board members will be staggered: two voting members will be appointed for one-year terms (expiring September 30, 2019); two voting and the one non-voting member will be appointed to two-year terms (expiring September 30, 2020) and three voting members will be appointed to three-year terms (expiring September 30, 2021).
e) Thereafter, all terms will be for three years, with expiring terms concluding on September 30 and new terms beginning on October 1.
f) Members will attend all regular and additional meetings. Regular meetings will be conducted monthly. Additional meetings may be called with the consent of four voting members. All meetings will convene at City Hall.
g) Any member who has been absent for three regular meetings in one fiscal year (October-September) is subject to removal by the City Commission.
h) The MAB will have the following officers: a Chairperson and a Vice-Chairperson to conduct each meeting and a Recording Secretary to record the proceedings of each

meeting in accordance with applicable State statutes and City policies. The non-voting member may not serve as a MAB officer.

i) The Chairperson and Vice-Chairperson will serve one-year terms (commencing October 1) and are appointed annually by the voting members of the MAB.

j) For the purpose of transacting business at any meeting, a majority of voting MAB members will constitute a quorum.

k) The MAB meetings are open to the public and MAB members (including the non-voting member) are subject to the Florida Sunshine Law and Public Records Act.

l) All meetings will be conducted in accordance with parliamentary procedures as set forth and explained in the latest revised edition of Robert's Rules of Order, which will serve as a guide for the rules of procedure of the meetings.

m) Minutes of its proceedings, indicating the attendance of each member and decision of each member, shall be kept, signed by the Chairperson and filed with the City Clerk.

n) Members shall serve without compensation.

o) A majority of MAB members may request information from the Marina Manager at a public meeting, which is necessary in order to carry out specific roles and responsibilities.

p) The MAB shall provide advice and make recommendations to the City Commission as follows:

1. Make recommendations regarding a comprehensive plan for the physical development and betterment of the Marina.
2. Make recommendations on the operation of the Marina and for the improvement of the operations.
3. Make recommendations regarding policies, such as Marina Rules and Regulations and the Marina Code of Conduct.
4. Perform additional functions as requested by the City Commission to advise and assist in the continued operation and betterment of the Marina.

SECTION 2. This Resolution shall become effective immediately upon its final passage.

ADOPTED this 17th day of July, 2018.

ATTEST:

_____
Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

_____
John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:

_____
Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-99
Proposal Acceptance - Applied Technology & Management, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-99.

SYNOPSIS: Given the anticipated delays in procuring equipment and supplies needed for the southern attenuator repairs, it may be possible to complete the southern basin projects (dock realignment and dredging) before the attenuator repairs commence rather than waiting until after the repairs are completed.

In light of that scheduling change, Applied Technology and Management has offered a proposal to review, design, and bid the realignment and dredging projects. Due to the short window of opportunity, this proposal is being considered a "Sole Source/Emergency Purchase" under the provisions of the City's recently amended Purchasing Policy (Sec. E.6).

FISCAL IMPACT: The ATM proposal is for $64,200, of which approximately $13,000 is related to the dredging project. The remaining $51,000 is related to the realignment project.

The Florida Inland Navigation District (FIND) has previously awarded the City $24,739 to support Southern Basin realignment activities, of which approximately $16,500 remains available. The remaining costs (approximately $35,000) could be funded through existing loan proceeds (approximately $129,400 project fund balance) and, if necessary, proceeds from the anticipated line of credit/loan (the funds of which subsequently can be utilized to support the actual project costs).

FIND has previously awarded $151,650 for dredging. An additional application for $175,000 is pending. The funds previously granted can be utilized to support the ATM proposal.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-99.

Dale Martin, City Manager	07/10/2018
Patti Clifford, Comptroller	07/10/2018
Tammi E. Bach, City Attorney	07/10/2018

Submitted By: _____ Date: July 03, 2018
Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-99

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY APPLIED TECHNOLOGY & MANAGEMENT, INC. (ATM) IN THE AMOUNT OF $64,200; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, with the previous assistance of Applied Technology and Management (ATM), the City has expressed interest in the realignment of floating docks in the Marina's southern basin in an effort to mitigate future sedimentation; and

WHEREAS, given the likely time to procure materials for repairs to the Marina's southern attenuator, it may be in the City's best interest to move forward with the dock realignment and associated dredging prior to effecting repairs to the attenuator; and

WHEREAS, the City has secured the requisite permits from federal and state agencies to both realign the floating docks and complete the associated dredging; and

WHEREAS, ATM has submitted the attached proposal (Exhibit A) for consideration as a "Sole Source/Emergency Procurement" due to the limited time to complete the realignment and dredging projects;

WHEREAS, funds for the proposal are available in existing Marina loan proceeds and through a previously awarded grant from the Florida Inland Navigation District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AS FOLLOWS:

SECTION 1. The City Commission hereby accepts the proposal submitted by Applied Technology & Management, Inc. in the amount of $64,200, for Project Bidding, Evaluation, and Negotiations relating to refurbishing or replacing the southern basin docks, providing utilities to the same, and also relating to the southern basin dredging.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute a services contract with Applied Technology & Management, Inc., upon review of the City Attorney.

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

ADOPTED this 17th day of July, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

_____
Caroline Best
City Clerk

_____
John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:

_____

Tammi E. Bach
City Attorney

Resolution 2018-99

EXHIBIT "A"

APPLIED TECHNOLOGY & MANAGEMENT, INC.

SCOPE OF SERVICES FOR FERNANDINA HARBOR MARINA PLANS & SPECIFICATIONS FOR SOUTH BASIN IMPROVEMENTS

THE CITY OF FERNANDINA BEACH

RV0 – 27 JUNE 2018

WWW.APPLIEDTM.COM

SCOPE OF WORK

TASK 1 – BID PACKAGE FOR REFURBISHING OR REPLACING SOUTH BASIN DOCKS AND PROVIDE NEW UTILITIES

ATM will utilize design basis information and performance criteria developed previously for the southern attenuator replacement to develop plans and specifications for refurbishing or replacing the south basin docks in the proposed new alignment. ATM will also provide a utilities design and drawings and specifications for these services. ATM will also prepare plans & specifications for the mechanical dredging of approximately 30,000 CY of maintenance material from the south basin after the docks are removed.

DESIGN AND PERFORMANCE CRITERIA

Floating Docks

ATM will develop performance and loading criteria for the proposed floating docks, anchor piles, and gangway(s). These criteria will be based upon over 30 years of experience with marina bidding/design. ATM will also utilize design basis information collected and reported earlier for the replacement of the southern wave attenuator.

Specific criteria to be defined include, but are not limited to:

- City Product and Materials Preferences
- Environmental Conditions
- Loading Criteria
    - Vertical Dead Loads
    - Vertical Uniform and Concentrated Live Loads
    - Vertical Wave Loads
    - Horizontal Live Loads (wind, waves, currents, debris)
    - Horizontal Impact Loads
    - Load Combinations
- Dock/Flotation Performance Criteria
    - Maximum/Minimum Freeboard
    - Location Tolerances
    - Maximum Allowable Bending and Deflection
    - Maximum Angle of Tilt under Applied Loads
- Fabrication and Installation Requirements
- Testing, Certification, and Warranty Requirements

These performance criteria will be incorporated into the Technical Specifications which will be used by the Contractor and/or their dock supplier to develop the final design of the system. This is the standard approach to floating dock system procurement in the industry.

Marina Utilities

Utility services will be designed in detail from the landward connection point. The design will include:

- Electrical system – pedestals, on-dock transformer and panels, and for each slip.
- Potable water – service to each slip at the pedestal.
- Fire suppression – a manual, dry standpipe system and portable fire extinguishers per NFPA 303 to all new dock areas. New fire hydrants, pumps, or mains on land are not included. Should the local fire marshal be amenable to an alternate, lower cost solution, we will adjust our scope and fee accordingly.

Dredging

ATM will complete final plans and technical specifications for the south basin perimeter dredging, which has been estimated to be ~ 30,000 CY. Plans will include representative cross sections and plan view of the dredge template and technical specifications for mechanical excavation as well as requirements for final disposal, referencing project environmental permits as necessary.

PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Once the design of the various project components is developed, ATM will compile a comprehensive bid package for solicitation of competitive bids from qualified marine general contractors and commercial dock suppliers. This package will include, but not necessarily be limited to, the following primary components:

- Front End Documents – ATM assumes that the City will supply the bulk of the front-end documents including the Form of Contract and Insurance/Bonding Requirements. ATM will develop and supply:
    - Project Narrative
    - Instructions to Bidders
    - Bid Form/Schedule of Values
- Bid Drawings
- Technical & Environmental Specifications
- Technical Appendices (Geotechnical Information, Design Basis report, Permits, etc.)

The bid documents will include solicited and/or unsolicited bid alternatives which will give insight into bidder pricing and provide value engineering options to potentially reduce overall project costs.

All of the documents described above will be compiled into a comprehensive set of bid documents suitable for distribution to Contractors and commercial dock suppliers for bidding of the work. Those elements of the package that represent final designs will be signed/sealed by a Professional Engineer registered in the State of FL as required.

TASK 2 – PROJECT BIDDING, EVALUATION, AND NEGOTIATION

ATM will utilize the comprehensive bid package to procure formal, competitive bids for the proposed expansion. ATM will administer the bidding process on behalf of the City and will act as primary point of contact and liaison between bidders, design consultants, and the City. Specific responsibilities under this task will include:

- Contact regional and national contractors and dock suppliers to gauge interest in the project and to identify appropriate contacts for bid distribution
- Develop distribution list of qualified bidders and suppliers based upon ATM's experience in the region, industry contacts, and input provided by the City
- Compile and distribute the comprehensive bid package via email; hardcopies will be made available to potential bidders for a fee upon request.
- Coordinate, host, and participate in a pre-bid meeting with prospective bidders and suppliers; it is assumed that this meeting will be held onsite and will be ½ day in duration.
- Review and respond to technical queries (RFIs) during the bidding process as required to answer all received RFIs. Formal addenda will be developed and issued to bidders as needed. Limited to 24 hours of ATM Project Manager professional time.
- Conduct detailed technical review of received bids
    - Tabulate bids in MS Excel™ software for ease of comparison
    - Review bids to ensure thoroughness and adherence to bid requirements
    - Review contractor's technical submittals for conformance with design intent and criteria
- Provide formal recommendation for award to the City with regard to contractor selection
- Provide technical support to the City during negotiations with the selected contractor(s). Limited to 8 hours of ATM Project Manager professional time.

TASK 3 – PROJECT COORDINATION, MEETINGS & MISCELLANEOUS SERVICES (ALLOWANCE)

Because there are several projects underway requiring consulting services at the Fernandina Harbor Marina, meetings, presentations, and miscellaneous efforts will be required to complete the above tasks and tasks underway (i.e., the mooring field, channel realignment, etc.) ATM proposes to include this meetings and coordination task as an allowance for additional service items that were not anticipated when developing the fee estimates for the defined tasks.

FEE ESTIMATE

The Lump Sum fees for this scope are given below:

Task	Estimated Professional Fee*
Task 1 – Bid Package for Refurbishing or Replacing South Basin Docks and Provide New Utilities	$34,700
Task 2 – Project Bidding, Evaluation, and Negotiation	$19,500
Task 3 – Project Coordination, Meetings & Miscellaneous Services (ALLOWANCE)	$10,000

* Fee estimates include professional labor, a technology fee at 5% of labor to cover standard office expenses, computers, standard reproduction, etc. and expenses including travel and lodging to Fernandina Beach and regulatory offices in Jacksonville. All amounts are net of any taxes, withholdings, or fees.

TERMS AND CONDITIONS

ATM is pleased to provide this scope of services with the following assumptions and conditions:

1. This proposal shall remain valid for a period of 60 days

2. ATM services may be initiated upon the acceptance of this proposal and execution of an Agreement or change order to a previous agreement.

3. All deliverables will be provided as electronic PDF & AutoCAD files, unless otherwise noted.

4. ATM assumes that all data including existing boundary, topographic, bathymetric, and parcel surveys are made available at no cost and are ready for immediate use. Digital base and survey files shall be provided in AutoCAD format for ready use.

FEE SCHEDULE

1. The fee shall be equal to the number of hours actually expended directly on the project by individuals, multiplied by the hourly rate for the individual, plus reimbursable expenses. The hourly rates to be used at Applied Technology and Management, Inc. (ATM) for this project are shown below:

LABOR CATEGORY	HOURLY RATE
Principal Engineer/Scientist	**$160-$280/hr**
Senior Modeler I	**$195/hr**
Senior Engineer	**$135-$210/hr**
Staff Modeler	**$110-$160/hr**
Staff Engineer	**$90-$185/hr**
Associate Engineer	**$80-$100/hr**
Marina Specialist	**$100-$180/hr**
Professional Surveyor	**$120-$135/hr**
Draft/CADD	**$65-$100/hr**
Engineering Technician	**$45-$135/hr**
Document Coordinator/Technical Editor	**$65-$95/hr**
Administrative	**$50-$105/hr**

1. These rates include all direct and indirect costs except direct expenses. Indirect costs include such items as overhead, profit and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave and holiday pay.

2. Reimbursable direct expenses shall mean the actual expenses associated with travel, subsistence, materials, and overnight delivery costs and shall be invoiced at cost plus an administrative fee of 10%. A Technology Fee for technological applications and services including computers, software, telecommunications and reproduction will be billed at 5% of total professional labor fees.

3. A ten percent (10%) service charge will be applied to all work provided by Subcontractors directly managed by Applied Technology and Management, Inc. in the execution of professional consulting and contract laboratory or analysis services.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-101
Award of Bid # 18-12 - Fender Marine Construction

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-101.

SYNOPSIS: Hurricane Matthew (October, 2016) significantly damaged the City Marina's southern attenuator (outer dock). To replace the damaged structure, the City retained Applied Technology and Management (ATM) to assist with soliciting and determining qualified contractors, prepare a design build criteria package, and finally assist with receiving, reviewing, and recommending bids for the replacement and repair project.

Three firms were pre-qualified for the project. One firm was subsequently disqualified for failing to participate in a mandatory pre-bid meeting on site. The remaining contractors submitted bids, which were opened on June 29. The summary and recommendation from Mr. Rob Semmes (ATM) are included as attachments hereto.

The City is still awaiting the appropriate permit to be issued by the U.S. Army Corps of Engineers.

FISCAL IMPACT: The FEMA estimate for replacement and repairs is approximately $6.5 million. The Fender Marin Construction bid is $6,152,566. Although the City will secure a line of credit/loan for up to $6.6 million to fund the project, FEMA and the State of Florida will reimburse the City 75% ($4,614,424) and 12.5% ($769,070), respectively (totaling $5,383,494), leaving the final City cost at $769,070.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City award the Southern Attenuator Repair and Replacement Project (ITB 18-12) to Fender Marine and additionally issue a Notice to Proceed.

Dale Martin, City Manager	07/13/2018
Patti Clifford, Comptroller	07/13/2018
Tammi E. Bach, City Attorney	07/13/2018

Submitted By: Nicole Bednar, Administrative Services Manager Date: July 13, 2018

COMMISSION ACTION: Adopt

RESOLUTION 2018-101

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE NOTICE OF AWARD AND THE NOTICE TO PROCEED FOR THE REPAIRS AND REPLACEMENT OF THE SOUTHERN ATTENUATOR AT THE FERNANDINA BEACH HARBOR MARINA (BID # 18-12) TO FENDER MARINE CONSTRUCTION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Marina's southern attenuator was significantly damaged as a result of Hurricane Matthew in October, 2016; and,

WHEREAS, the City retained the services of Applied Technology and Management (ATM) as a design criteria professional (in accordance with the provisions of the State's Consultants' Competitive Negotiation Act) to first, pre-qualify interested contractors; second, to prepare a design-build criteria package; third, review contractor submissions; and, fourth, review and recommend a contractor to which award the Southern Attenuator Repair and Replacement Project (hereafter, "Project"); and,

WHEREAS, following the sequence described above, three contractors were pre-qualified by ATM staff, although one contractor was subsequently disqualified due to non-participation at a required pre-bid meeting; and,

WHEREAS, the remaining two contractors submitted bids for the Project for which Cloud 9 Services, Inc. (doing business as Fender Marine Construction) submitted the lowest qualified bid ($6,152,565.94); and,

WHEREAS, upon review, ATM staff recommends that the City Commission issue a Notice of Award and a Notice to Proceed for the Project to Cloud 9 Services, Inc, (dba Fender Marine Construction).

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

SECTION 1. The City Commission hereby provides a Notice of Award and Notice to Proceed for the Southern Attenuator Repair and Replacement Project, to Cloud 9 Services, Inc, (dba Fender Marine Construction) (1201 W. Jackson Street, Orlando, FL, 32805; complete bid package attached as Exhibit "A") in the amount of $6,152,565.94.

SECTION 2. Funds for the Project will become available through a ($6,600,000) line of credit from BB&T to be considered by the City Commission on August 7, 2018; furthermore, said expenditures will be reimbursed at a rate of 75% from the Federal Emergency Management Agency (FEMA) and 12.5% from the State of Florida, resulting in a final estimated cost to the City of $769,070.

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

ADOPTED this 17th 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
INVITATION TO BID #18-12
SOUTHERN ATTENUATOR – FERNANDINA HARBOR MARINA

EXHIBIT "A"
CONTACT SHEET

Name: Cloud 9 Services dba Fender Marine Construction

Federal Taxpayer ID: 59-3760134

Mailing Address: 1201 W. Jackson St

City, State, & Zip Code: Orlando, Fl. 32805

Telephone: 407-481-2750 **Fax:** 407-481-8856

Email: MWilliams@FenderMarine.Com

Submitted By: Michael Williams

Title: Senior Project Manager Business Development

FIRM Accepts Credit Cards*: (Yes) No

Accounting Contact:

Name: Reyno Rosete **Title:** Accountant

Email Address: RRosete@Cloud9Services.com **Phone:** 407-481-2750

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

FenderMarineConstruction

EXHIBIT A TO INSTRUCTIONS TO BIDDERS

Schedule of Values

Fernandina Harbor Marina South Attenuator Replacement (ITB 18-12)

25-May-18

	Qty	Unit	Unit Price	Total Price
Demolition				
Demolition - South Attenuator Floating Docks	809 LF	ls	$222.59	$180,074.81
Demolition - South Attenuator Anchor Piling	66	ea	$3,710.15	$244,870.15
Demolition - Overwater Building	1	ls	$40,127.16	$40,127.16
Demolition - Overwater Building Floating Foundation	1	ls	$32,972.84	$32,972.84
Demolition - Overwater Building Foundation Anchor Piling	9	ea	$5,477.23	$49,295.06
Demolition - South Attenuator Utilities	1	ls	$50,086.17	$50,086.17
New South Attenuator				
Install Relocated 6' X 30' Aluminum Gangway	1	ls	$22,961.99	$22,961.99
Install New 6' X 80' Aluminum ADA Gangway	1	ea	$141,122.54	$141,122.54
Install ADA Gangway Landing Pontoons	480	sf	$29.05	$13,943.58
Install ADA Gangway Deck Ramp	1	ls	$17,962.73	$17,962.73
Floating Docks (including all connections, hardware, cleats, etc.)	11,326	sf	$178.27	$2,019,100.86
Floating Dock Anchor Piles	27	ea	$11,954.28	$358,628.40
Slip Utilities (power & water)				
Utility Pedestals	15	ea	$4,119.81	$61,797.14
Power Distribution (cabling, panels, etc.)	1	ls	$647,530.86	$647,530.86
Water Distribution (piping, valves, fittings, etc.)	1	ls	$183,259.26	$183,259.26
Fire Station Safety Pedestals	6	ea	$2,135.39	$12,812.35
Safety Ladders	7	ea	$2,627.69	$18,393.83
Fire Suppression Standpipe System	1	ls	$75,718.52	$75,718.52
New Fuel Service Building/Store				
Install New Building Foundation Pontoons & Pile Guides	1,995	sf	$193.28	$385,585.68
Furnish Materials & Fabricate New Fuel Service Building	500	sf	$270.81	$135,407.41
Building Foundation Anchor Piling	4	ea	$11,577.16	$46,308.64
Construction Sub-Total				$4,737,959.95

General Conditions	Qty	Unit	Unit Price	Total Price
Mobilization	1	ls	$180,808.64	$180,808.64
Demobilization	1	ls	$24,543.21	$24,543.21
Floating Dock Design	1	ls	$64,197.53	$64,197.53
Marine Utilities Design	1	ls	$85,222.22	$85,222.22
ADA Gangway, Ramp, & Connection Design	1	ls	$3,086.42	$3,086.42
Environmental Protection	1	ls	$55,666.67	$55,666.67
Erosion and Sediment Control	1	ls	$15,385.80	$15,385.80
Project Surveying and Testing	1	ls	$27,268.52	$27,268.52
Payment and Performance Bond (% of Construction Sub-total)	3	%	-	$179,306.13
Overhead & Profit (% of Construction Sub-total)	15	%	-	$779,120.84
General Conditions Sub-total				$1,414,605.99
Project Grand Total (Construction + General Conditions)	-	-	-	$6,152,565.94

Unsolicited Bid Alternate(s)		***Price Adjustment***

The total price provided below represents a net addition or reduction to the base bid (i.e. - the base bid amount would be adjusted by the provided amount for any unsolicited alternatives). Bidder shall include description of any proposed alternative(s) with their Bid.

	add / (deduct)	
	add / (deduct)	
	add / (deduct)	
	add / (deduct)	
	add / (deduct)	

END OF EXHIBIT A TO INSTRUCTIONS TO BIDDERS

Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Cloud 9 Services, Inc. dba Fender Marine Construction
1201 West Jackson Street
Orlando, FL 32805

SURETY:
(Name, legal status and principal place of business)

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

ITB No. 18-12, Marina Floating Concrete Attenuator Remove and Replace New

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of June, 2018

Bonnie Roberts
(Witness)

Cloud 9 Services, Inc. dba Fender Marine Construction
(Principal) *(Seal)*

By:
(Title)

Trenton Saunders
(Witness)

RLI Insurance Company
(Surety) *(Seal)*

By:
(Title) Kevin Wojtowicz Attorney-in-Fact, and FL Licensed Resident Agent

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

S-0054/AS 8/10

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Kevin Wojtowicz, John R. Neu, David R. Turcios, Daniel Oaks, Laura D. Mosholder, Becky Stanton, Brett M. Rosenhaus, jointly or severally

in the City of Saint Petersburg, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 30th day of May, 2018.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 30th day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

NOTARY PUBLIC STATE OF ILLINOIS

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 14th day of June, 2018.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

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 Cloud 9 Services dba Fender Marine Construction

2. This sworn statement is submitted by (entity) Fender Marine Con. whose business address is 1201 W. Jackson St Orlando FL 32805 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3516013 4 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Michael Williams and my relationship to the entity named above is Senior Project manager

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 bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a
   pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n 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 vendor 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 vendor list. (Please attach a copy of the final order.)

   ✓ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature Date: 6/21/18

STATE OF FLORIDA
COUNTY OF Orange

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

Bonita Roberts
Notary Public
My Commission expires:

BONITA A. ROBERTS
MY COMMISSION # GG024712
EXPIRES August 25, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Cloud 9 Services dba Fender Marine Construction

CITY: Orlando STATE: Fl ZIP CODE: 32805

SIGNATURE: Bonita Roberts PHONE: 407-481-2750

NAME (TYPED OR PRINTED): Bonita Roberts TITLE: Office Manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: BID # 18-12

Project Description: Fernandina Harbor Marina

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: Cloud 9 Services Inc d/b/a Fender Marine Construction

Authorized Signature: [signature]

Title: Senior Project Manager

Date: 6/21/18

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Michael Williams Title: Senior Project Manager

Signature: [signature] Date: 6/21/18

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Cloud 9 Services Inc dba Fender Marine Construction

This sworn statement is submitted by (entity) Fender Marine Construction whose business address is 1201 W. Jackson St. Orlando, Fl. 32805 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3760134 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Michael Williams and my relationship to the entity named above is Senior Project Manager

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature Date: 6/21/18

STATE OF FLORIDA
COUNTY OF Orange

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 21 day of June, 20 18, and is ~~personally known to~~ me, or has provided _____ as identification.

Bonita Roberts
Notary Signature

My Commission expires: 8/25/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

BONITA A. ROBERTS
MY COMMISSION # GG024712
EXPIRES August 25, 2020

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Cloud 9 Services Inc dba Fender Marine Construction.

This sworn statement is submitted by (entity) Fender Marine Construct whose business address is 1201 W Jackson St. Orlando, FL 32805 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3760134 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Michael Williams and my relationship to the entity named above is Project Sr Manager.

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: 6/21/18

STATE OF FLORIDA
COUNTY OF Orange

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 21 day of June, 2018, and is personally ~~known to me,~~ or has provided _____ as identification.

Bonita Roberts _____ My Commission expires: 8/25/2020

BONITA A. ROBERTS
MY COMMISSION # GG024712
EXPIRES August 25, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
YES___ NO✓

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

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.

Cloud 9 Services Inc dba Fehrle Marine Construction — 6/21/18
Firm — Date

Michael Williams Senior Project Manager Business Development
Authorized Signature — Printed or Typed Name and Title

OIA Airport Seawall installation for $1,700,000 in 2016 found differing site conditions resulting in our filing suit against Austin Industrial the General contractor. Settled out of court in 2017.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

FenderMarineConstruction

Equipment List

1. 150 Ton Crane
2. 45'x150' Barge
3. HPSI 250 Vibratory Hammer
4. D46 Diesel Impact Hammer
5. Carpenter Barge with 150 HP Motor
6. 40x80 Supply Barge
7. Crew Boat
8. (1) Ford F-150
9. (1) Ford F-250

FenderMarineConstruction.com
Rick@FenderMarine.com
P. 407.481.2750
1201 West Jackson Street
Orlando, FL 32805
F. 407.481.8850
Florida State Certified Marine Contractor SCC 131150688

FenderMarineConstruction

List of References

Brian Prebenda Vice President, Operations Balfour Beatty Construction
office: 407-581-4419 | mobile: 904-237-0948 | fax: | www.balfourbeattyus.com
255 S. Orange Ave., Suite 1100, Orlando, FL 32801

Jason E. McFadden, E.I.T., LEED AP | Project Director | jason.mcfadden@bartonmalow.com
Barton Malow Company | 5337 Millenia Lakes Blvd., Suite 235 Orlando, FL 32839
404.978.5078 Mobile | www.bartonmalow.com
BUILDING **INNOVATIVE** SOLUTIONS

Nick Thadeio
Cell: (321) 230-3438
Nicholas.A.Thadeio@disney.com

Walt Disney Imagineering

Andres Arvelo, P.E.
Project Manager
Hanover Land Company, LLC
605 Commonwealth Ave
Orlando, FL 32803
(321) 663-1764 (Cell)
aarvelo@hcpland.com

FenderMarineConstruction

1201 W. Jackson St.
Orlando, FL 32805
o. 407.481.2750
f. 407.481.8850
FenderMarine.com

REFERENCE LIST:

BARTON MARLOW CONTRACTOR
LORI BROWN 407-473-5591

BALFOUR BEATTY CONSTRUCTION
ANTHONY RODGERS 407-455-3279

MERCON CONSTRUCTION
CARRIE PERRY 407-260-6710

WALT DISNEY / DISNEY SPRINGS
TODD GLANZ 407-560-6787

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUC1224008 ISSUED: 08/07/2016

CERT UNDERGROUND & EXCAV CNTR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608070003042

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CFC1427156 ISSUED: 08/07/2016

CERTIFIED PLUMBING CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608070002346

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

SCC131150688 ISSUED: 08/07/2016

CERTIFIED SPECIALTY CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC
MARINE SPECIALTY CONTRACTOR

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608070003065

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC026854 ISSUED: 08/07/2016

CERTIFIED GENERAL CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608070002552

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CMC1249306 ISSUED: 08/07/2016

CERTIFIED MECHANICAL CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608070002885

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CPC1456483 ISSUED: 08/07/2016

CERT COMMERICAL POOL/SPA CONTR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608070002919

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

SCC131150916 ISSUED: 08/07/2016

CERTIFIED SPECIALTY CONTRACTOR
FENDER, RICHARD AUSTIN
FENDER MARINE CONSTRUCTION
MARINE SPECIALTY CONTRACTOR

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608070003066

WORK IN PROCESS SCHEDULE

Contractor: Cloud 9 Services, Inc. dba Fender Marine Construction **Report As Of:**

	Name of Contract	Contract Amount (Including change orders)	Estimated Total Profit	Cost to Date	Billings to Date	Estimated Start Date	Estimated Completion Date
1	The Allegro @ Casselberry	194,932	74,349	120,583	194,932	3/15/17	9/25/17
2	The Grove Resort Sheet Piling	400,000	120,547	279,453	400,000	4/30/17	7/25/17
3	Ft. Wilderness Board Walk Work	299,820	44,029	255,791	299,820	12/15/16	6/30/17
4	Coronado Springs Temporary Bridge	219,000	36,301	182,699	200,000	5/26/17	12/31/17
5	South Patrick Pile Install	268,596	119,129	149,467	268,596	8/31/17	9/30/17
6	Epcot Sausalito Bridge Install	803,800	200,000	474,729	524,009	8/18/17	12/31/17
7	Kirkland Pile Install (Castle Rock)	287,077	71,700	132,124	280,399	8/1/17	12/31/17
8	Overlook @ Hamlin Boat Dock & Ramp	220,480	55,120	56,806	66,144	9/1/17	12/31/17
9	Hanover Lakes Boat Lift Pile	380,684	95,170	39,104	53,000	10/1/17	12/31/17
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
	Totals:	3,074,389	816,345	1,690,756	2,286,900		

CONTRACTS COMPLETED SINCE LAST WORK IN PROCESS SCHEDULE

	Name of Contract	Final Contract Amount	Final Gross Profit
1	The Allegro @ Casselberry	194,932	74,349
2	The Grove Resort Sheet Piling	400,000	120,547
3	Ft. Wilderness Board Walk Work	299,820	44,029
4	South Patrick Pile Install	268,596	119,129
5			

Form Completed By: Reyno Rosete

Date:

FenderMarineConstruction

Staffing Plan

Tim Abbott – Construction Manager

- **Day to day operations and subcontractor management**

Michael Williams – Sr. Project Manager

- **Administrative oversight and purchasing**

Richard Fender – Vice President

- **Risk management**

James Holmes – Foreman

- **Daily crew task management**
- **Marine crew (4-5)**

FenderMarineConstruction

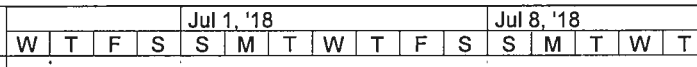
Work Plan

Order of activities shall take place as follows;

1. Utility contractors to disconnect existing wiring and piping at central point to allow for removal.
2. Fender to mobilize to site with 45'x150' barge with 150 ton crane.
3. Removal of floating dock sections with utilities disconnected.
4. Removal of Concrete pile.
5. Demolition of existing floating building.
6. Removal of building floats.
7. Removal of pile at existing fuel building location.
8. Installation of new wave attenuator.
9. Installation of new concrete square pile.
10. Installation of building foundation floats.
11. Installation of building concrete pile.
12. Installation of new gangways.
13. After all pile has been installed the new utilities will be installed.
14. Pedestals and ladders to be installed.
15. Demobilization

Fender Marine Construction
1201 West Jackson St.
Orlando, Fl. 32805

Task Name	Duration	Start	Finish	Predecessors
Project Award	1 day?	Mon 7/23/18	Mon 7/23/18	
Shop Drawings	15 days	Tue 7/24/18	Mon 8/13/18	1
Sumittals	30 days	Tue 8/14/18	Mon 9/24/18	2
Mobilization	5 days	Tue 11/27/18	Mon 12/3/18	5SS+45 days
Demo Floating Building	5 days	Tue 12/4/18	Mon 12/10/18	4
Demo Building Float	3 days	Tue 12/11/18	Thu 12/13/18	8
Demo Attenuator Docks	22 days	Tue 12/4/18	Wed 1/2/19	4
Attenuator Production	98 days	Tue 9/25/18	Thu 2/7/19	3
Demo Attenuator Pile	33 days	Thu 1/3/19	Mon 2/18/19	6
Install New Attenuators	15 days	Tue 2/19/19	Mon 3/11/19	5SS+85 days,9,6,
Install Building Floats	2 days	Tue 3/12/19	Wed 3/13/19	10
Install Safety Ladders	2 days	Tue 3/12/19	Wed 3/13/19	10
Install Gangway and ADA Ram	3 days	Thu 3/14/19	Mon 3/18/19	11
Install New Attenuator Pile	35 days	Fri 2/22/19	Thu 4/11/19	10SS+3 days
Install Building Pile	2 days	Fri 4/12/19	Mon 4/15/19	12
Install Boat Sanitary Pump	5 days	Fri 4/12/19	Thu 4/18/19	12
Build Fuel Building	10 days	Tue 4/16/19	Mon 4/29/19	13
Install Plumbing Utility Piping	15 days	Fri 4/12/19	Thu 5/2/19	12
Install Fire Dry Stand Pipes	15 days	Fri 4/19/19	Thu 5/9/19	12FS+5 days
Install Electrical Wiring	30 days	Fri 4/12/19	Thu 5/23/19	12
Connect Pedestals	5 days	Fri 5/17/19	Thu 5/23/19	16FF,15FF
Final Utilitiy Permit Close Out	3 days	Fri 5/24/19	Tue 5/28/19	17
Demobilization	3 days	Wed 5/29/19	Fri 5/31/19	22



andina Harbor Wave Atte
28/18

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

FenderMarineConstruction

Fender Marine Construction
1201 West Jackson St.
Orlando, Fl. 32805

Task Name	5, '18						Jul 22, '18							Jul 29, '18							Aug 5, '18							Aug 12, '18	
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
Project Award																													
Shop Drawings																													
Sumittals																													
Mobilization																													
Demo Floating Building																													
Demo Building Float																													
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Install Electrical Wiring																													
Connect Pedestals																													
Final Utilitiy Permit Close Out																													
Demobilization																													

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Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

FenderMarineConstruction

Fender Marine Construction
1201 West Jackson St.
Orlando, Fl. 32805

Task Name	Aug 19, '18							Aug 26, '18							Sep 2, '18							Sep 9, '18							S
	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Project Award																													
Shop Drawings																													
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Demobilization																													

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Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

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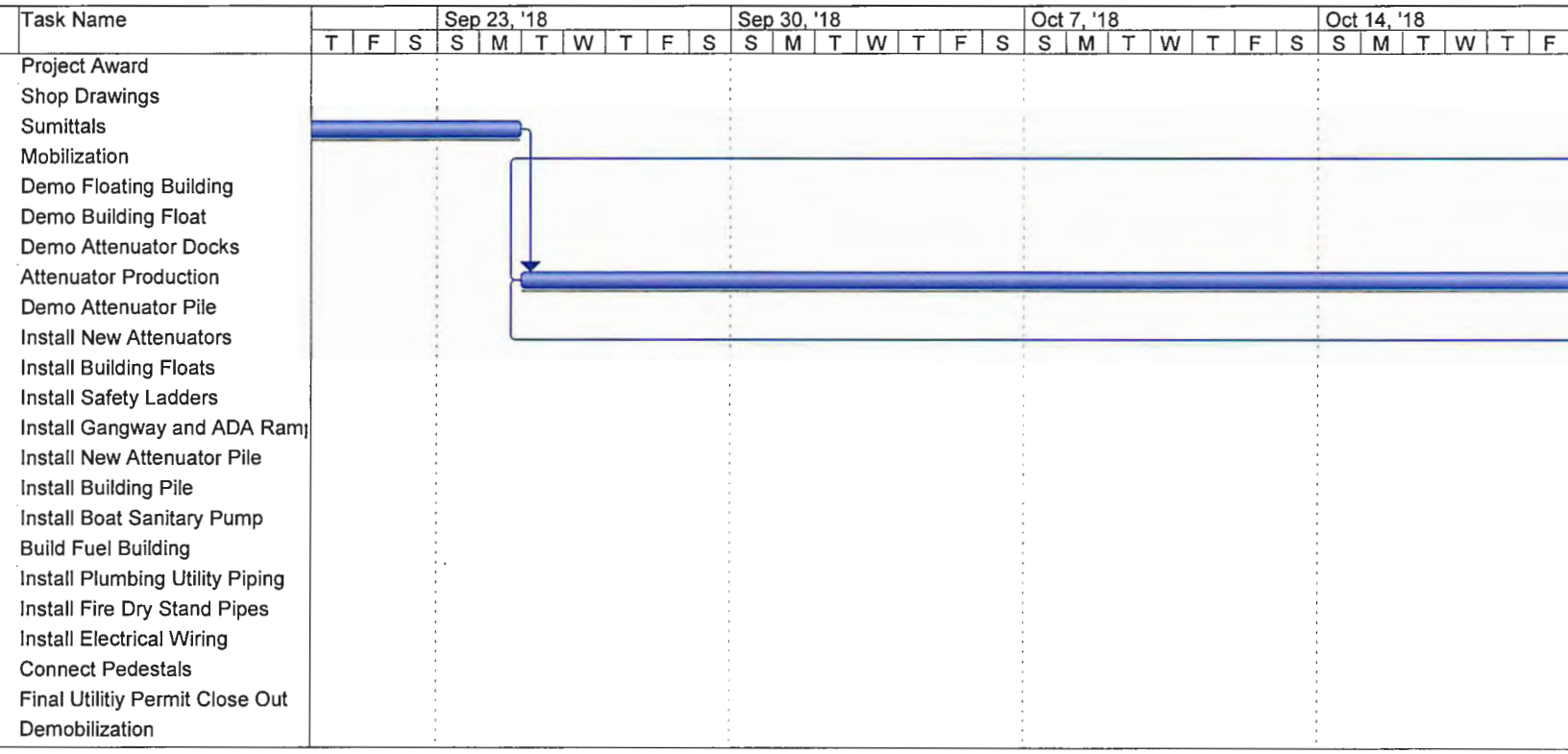
Orlando, Fl. 32805



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Task		Milestone		External Tasks	
Split		Summary		External Milestone	◇
Progress		Project Summary		Deadline	⇩

FenderMarineConstruction

Fender Marine Construction
1201 West Jackson St.
Orlando, Fl. 32805

Task Name	8					Oct 28, '18							Nov 4, '18							Nov 11, '18							Nov 18, '18			
	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
Project Award																														
Shop Drawings																														
Sumittals																														
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Connect Pedestals																														
Final Utilitiy Permit Close Out																														
Demobilization																														

nandina Harbor Wave Atte /28/18	Task		Milestone		External Tasks
	Split		Summary		External Milestone
	Progress		Project Summary		Deadline

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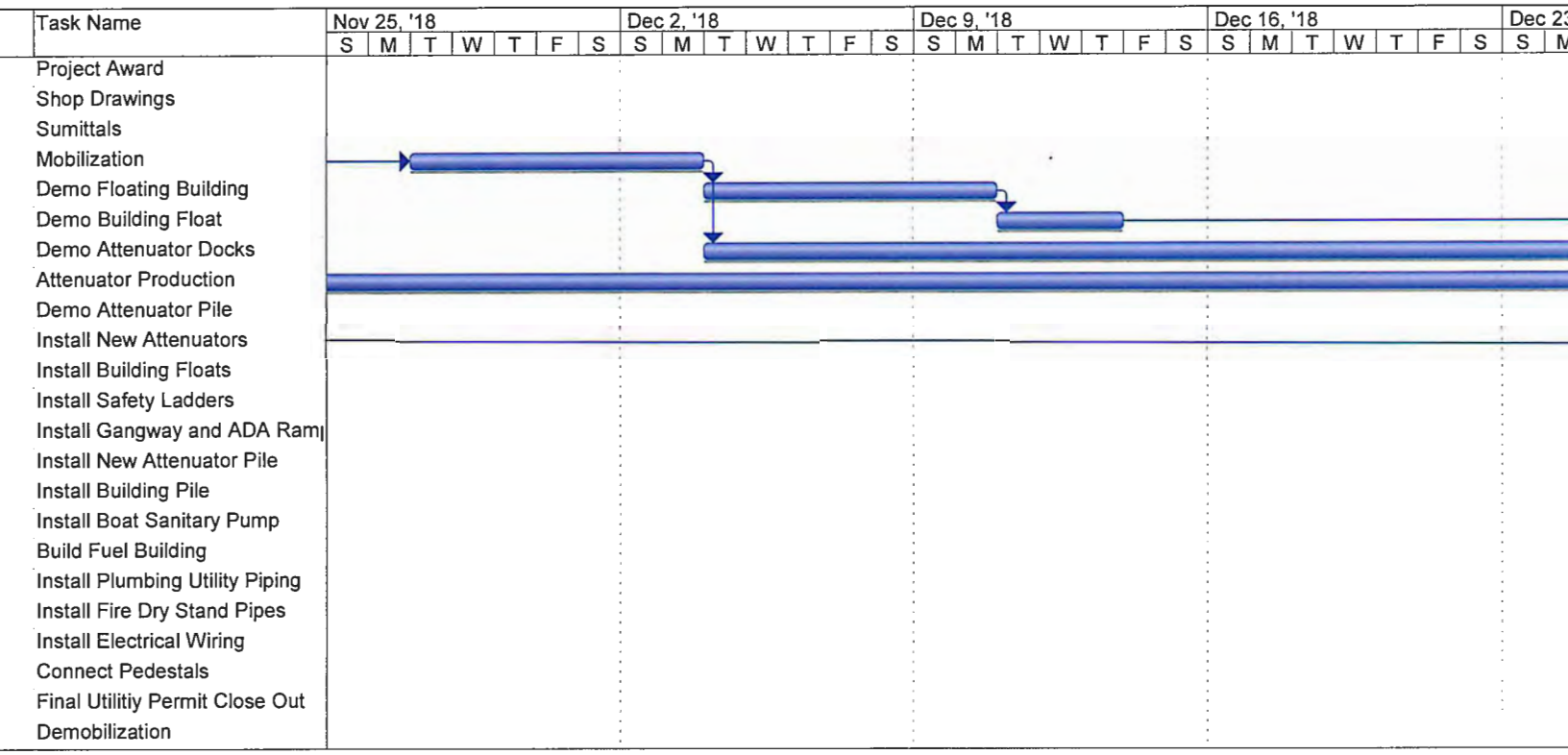
Orlando, Fl. 32805



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Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

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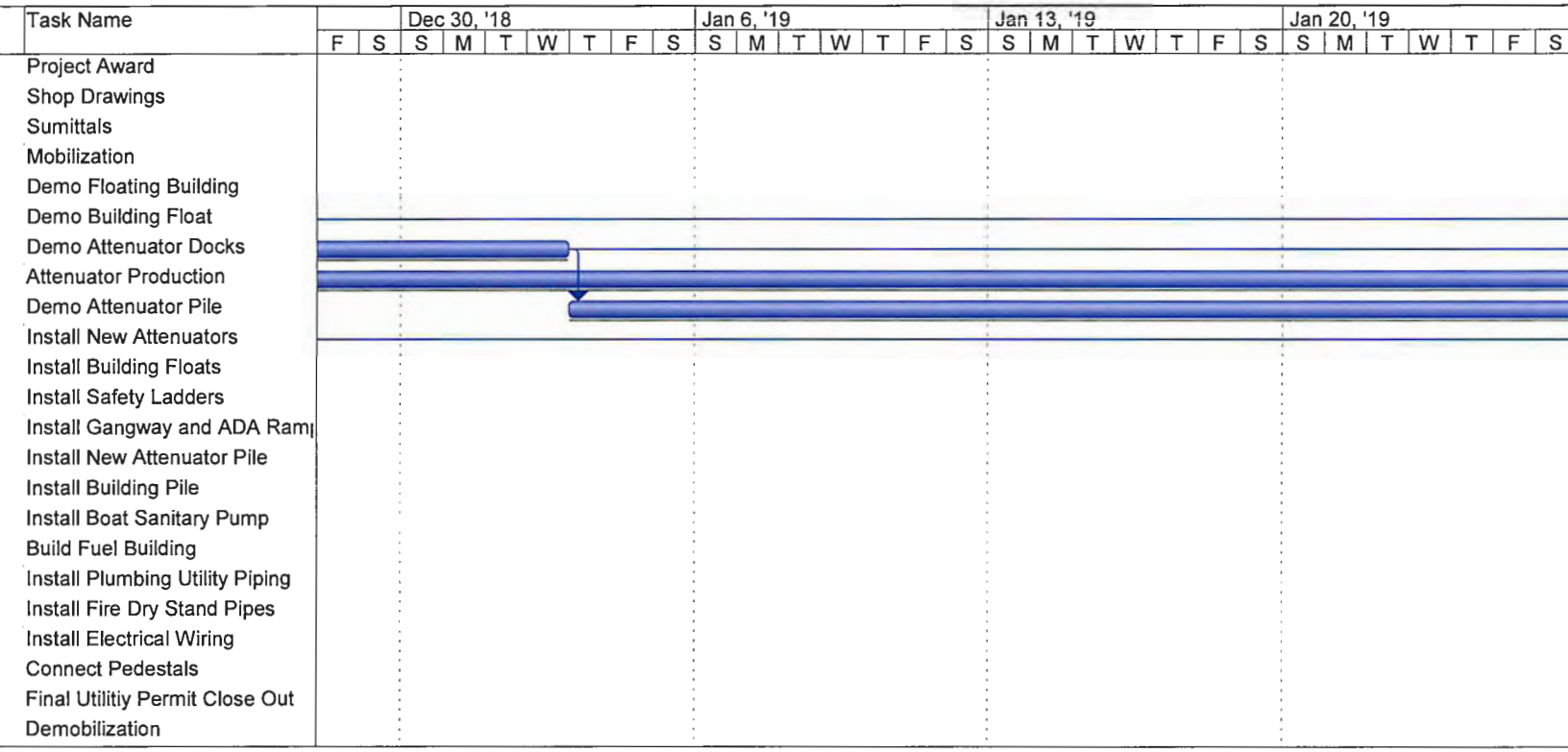
Orlando, Fl. 32805



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Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

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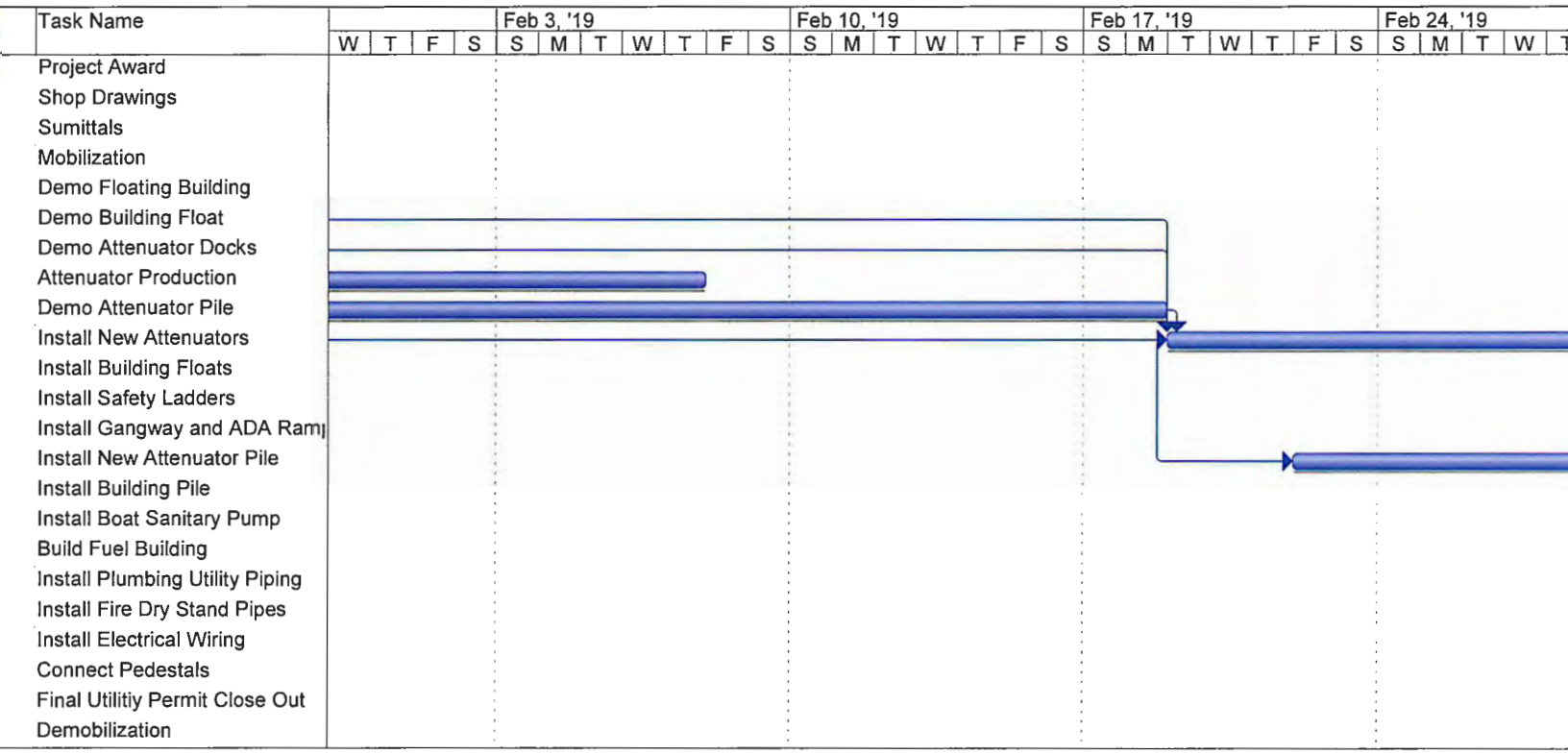
Orlando, Fl. 32805



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Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

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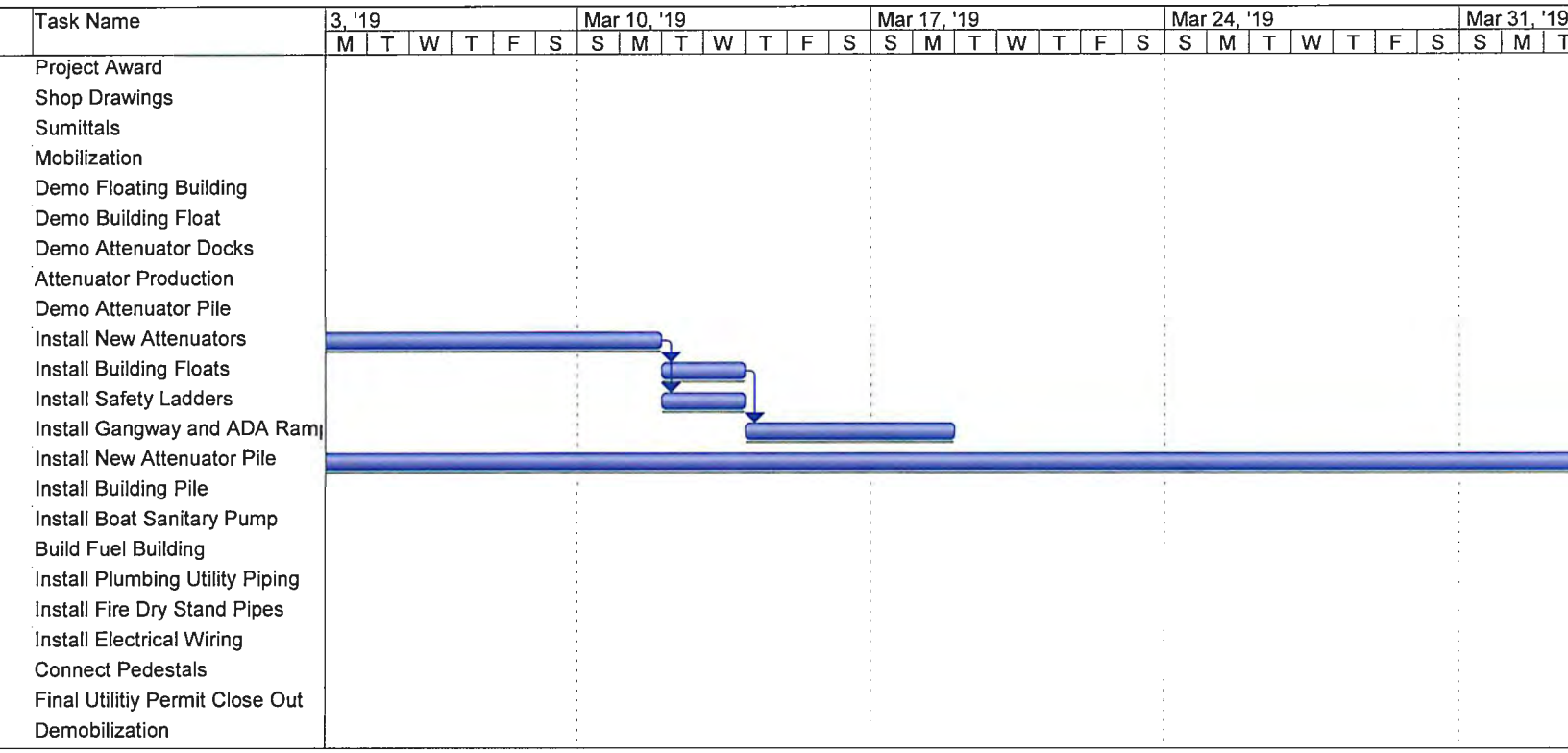
Orlando, Fl. 32805



nandina Harbor Wave Atte /28/18	Task		Milestone		External Tasks		
	Split		Summary		External Milestone		
	Progress		Project Summary		Deadline		

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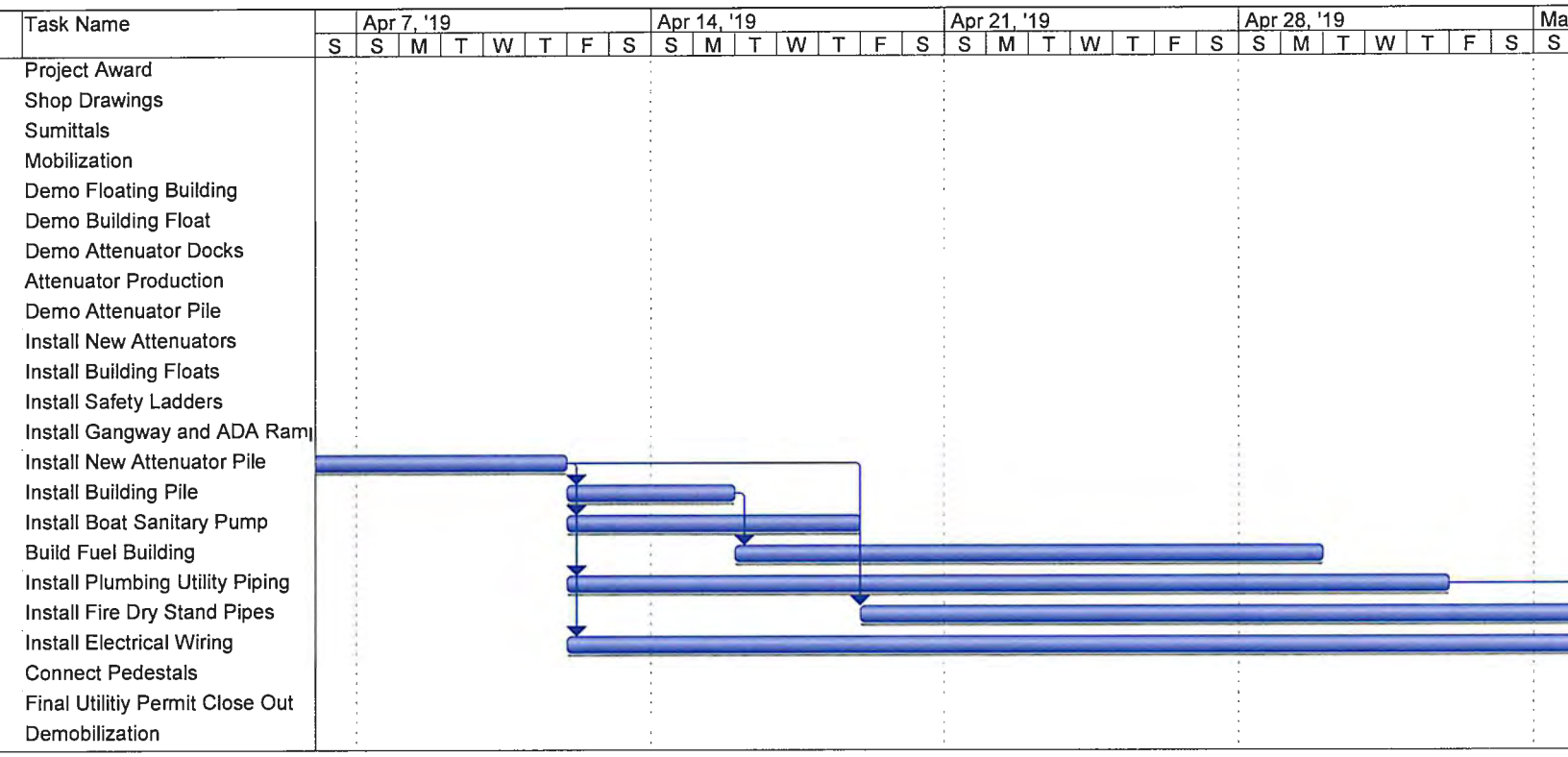

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Task		Milestone	◆	External Tasks	
Split		Summary		External Milestone	◇
Progress		Project Summary		Deadline	⇩

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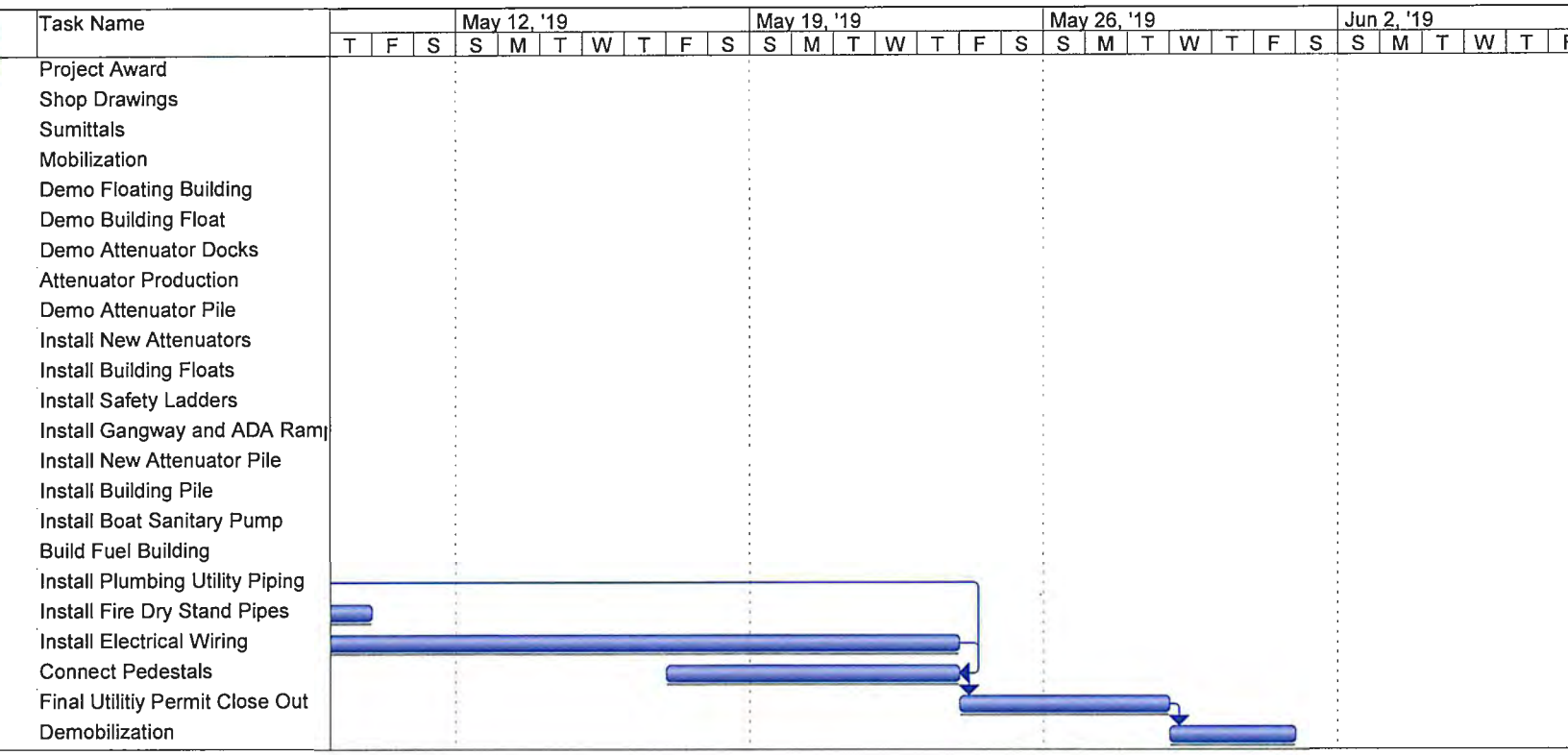
Orlando, Fl. 32805



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Task		Milestone		External Tasks	
Split		Summary		External Milestone	◇
Progress		Project Summary		Deadline	⇩

FenderMarineConstruction

FenderMarineConstruction

List of Sub-contractors, Consultants, and Suppliers

Consultants:

McLaren ENGINEERING GROUP (Structural Engineering)

McLaren Engineering Group - 845.353.6400 www.mgmclaren.com |

HALL ENGINEERING GROUP

Electrical · Lighting · Mechanical · Studies

14499 N. Dale Mabry Hwy, Suite 179 | Tampa, Florida 33618-2042

www.hallenggroup.com | P: (813) 374-2121 | F: (813) 374-2122

Subcontractors:

Salonen Marine Inc. (Local Barge and Crane Support)
904-662-3304

W. W. Gay Mechanical Contractor, Inc. (Fire and Plumbing)
524 Stockton St. Jacksonville, FL 32204
904-394-7637

McGonigle Electric (Electric Wiring)
100 Bay Bridge Dr.
St. Augustine, Fl. 32080
(904) 669-7467

Suppliers:

Marinetek North America, Inc. (Wave Attenuator)
1300 Mtee du Val-de-Loire
St Adolphe D'Howard, QC
Cell (289) 208-3070

Ravens Marine, Inc. (Aluminum Gangways)
3295 Orange Avenue
Kissimmee, FL 34744
Ph: 407-935-9799
Fax: 407-935-9436
www.ravensmarine.com

FenderMarineConstruction

Experience List

Recent Projects

*Disney Coronado Springs Resort

- Villa Del Lago – 12,000 Precast Island (25Ft. Deep)
- 11,000 Sq. Ft. Boardwalk

*Disney EPCOT Project S

- HL93 Steel Bridge 30'x120'

*Orlando International Airport

- Concrete Seawall on Lake

*Hanover Lake Development

- 24" Square Concrete pile install for boat lift

See attached Qualification Package for project resumes listing additional project experience.

FenderMarineConstruction.com
Rick@FenderMarine.com
P. 407.481.2750
1201 West Jackson Street
Orlando, FL 32805
F. 407.481.8850
Florida State Certified Marine Contractor SCC 131150688

McLaren
ENGINEERING GROUP

FenderMarineConstruction

FENDER MARINE CONSTRUCTION

dba of Cloud 9 Services, Inc.

&

McLAREN ENGINEERING GROUP

QUALIFICATION PACKAGE

FenderMarineConstruction

Firm Qualifications and Experience

Overview

Fender Marine Construction is a dba of Cloud 9 Services, Inc. located in Orlando, Florida. Fender Marine has grown into a recognized name in Central and Coastal Florida marine structures. Selection of the best projects to persue has allowed the company to specialize in providing the best service for complex projects that require attention to detail.

Though Fender Marine Construction has the main office in Orlando the general operations span the Central Florida area and Coastal Communities. With average of 40-50 employees Fender Marine can perform several projects in the State of Florida simutanously.

Benefits of using Fender Marine Construction boil down to pride in workmanship. Fender Marine performs marine work for many of the local theme parks which require attention to detail. The result is a work crew that continues to improve functionality while performing unusual task in high profile locals. Theme parks are not the only clientel that Fender Marine contracts with. Municipalities , home owner associations, developers, marinas, and many large general contractors also work with Fender Marine to ensure their projects are successful.

Fender Marine Construction dba Cloud 9 Services, Inc. –Services Provided

- **-Steel Bridge Construction**
- **-Pile Driving – (Concrete, Pipe, and Timber)**
- **-Helical Pile**
- **-Pedestrian Bridges**
- **-Canal Restoration**
- **-Rip Rap**
- **-Retaining Walls**
- **-Island Structures over water**
- **-Docks**
- **-Marinas**
- **-Boardwalks**
- **-Hydroexcavation**
- **-Boat Ramps**
- **-Wave Attenuation**
- **-Break Water Stuctures**

We have partnered with McLaren Engineering Group as a Design Build Team for RFQ 2018—08 Dock 1 Southern Attenuator Removal and Replacement. Please see the following assembly of pertainent management resumes and experience for your review.

State of Florida

Board of Professional Engineers

to Attests that

McLaren Technical Services, Inc.

d/b/a MCLAREN ENGINEERING GROUP

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201900978 R

CA Lic. No: 30398

State of Florida
Department of State

I certify from the records of this office that MCLAREN TECHNICAL SERVICES INC. is a New York corporation authorized to transact business in the State of Florida, qualified on February 1, 2013.

The document number of this corporation is F13000000494.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 29, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of May, 2018

Ken Detzner

Secretary of State

Tracking Number: CU8909008780

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Cloud 9

-Services, Inc.-

"We keep our customers happy!"

Resume for Xi Lu "Lucy"

President

Cloud 9 Services, Inc.
1201 West Jackson Street
Orlando, FL 32805 407.481.2750 Fax- 407.481.8850

Work History-

2006.10. to present Work for Cloud 9 Services, Inc. as President in charge of all aspects of the business including company financing, management of accounting, managing estimating, managing project managers, job costing, and general office management including personnel, insurance etc.

2004.10. to 2006.10. Work for Cloud 9 Services, Inc. as comptroller in charge of accounts payable, expenses, credit card, job cost, company finance and general office management.

2000.1. to 2001.5. Work for the biggest company in China - China Petroleum & Chemical Corporation Chengdu Branch as manager in charge of gas station construction and operations, account payable & account receivable and income taxes.

1988.1. to 1999.12. Work for Natural Gas Company of Chengdu China as manager in charge of Material Accounting for pipe line construction.

1986.9. to 1987.12. Work for Clear Water Supply Company of Chong Qin China as Material Accounting for piping construction.

Education-

1983. 6. to 1986. 8. Went to TV University of Sichuan China for the major of the Industrial Accounting.

1993.10. Received Qualification Certificate of Specialty and Technology license in China.

General Contractors
1201 W. Jackson Street • Orlando, Florida 32805
(407) 481-2750 • Toll free (866) 3CLOUD9 • Fax (407) 481-8850 • www.Cloud9Service.com
CG C026854 • CM C1249306 • CPC 1456483 • CUC 1224008

Professional Associations-

- Member of the Florida Marine Contractor's Association
- Member Better Business Bureau
- Member and Past BOD Asian American Chamber of Commerce
- Member of Orlando Asian Rotary Club
- Member (Pending) National Association of Women in Construction
- Past Member of the Underground Utility Contractor's Association
- Past Member of the Florida Healthcare Engineer's Association
- Past Member of the Central Florida Hotel and Lodging Association

Personal-

Born 2-29-60 in Sichuan Province China
Married with 1 child
Other interests - Cooking spicy Sichuan food, traveling, jazzercising, dancing and swimming.

FenderMarineConstruction

Resume' of Rick Fender
Vice-President

OBJECTIVE OF CLOUD 9 SERVICES, INC. dba Fender Marine Construction:

To offer the best service in construction and repair projects is my goal. I have extensive experience in General, Marine and Underground Contracting. I have always been responsive to time and cost constraints with special attention to the quality of workmanship in construction and repair projects.

PROFESSIONAL QUALIFICATIONS:

Cloud 9 Services, Inc. dba Fender Marine Construction 11/2001 to present
1201 West Jackson Street
Orlando, FL 32805

Since the founding of this company, we have performed several types of work. We specialize in Marine Construction and Underground Utilities. Our bonding capacity is approximately $3,500,000.00 per project and we have Statutory Workers Compensation Insurance as well as complete liability and Longshoreman's insurance for our work. Originally starting the company as President, now serving as Vice President in an effort to allow my wife and partner Xi Lu the current President and majority stock holder to utilize her skills as a manager to grow the business over the $10,000,000 per year mark.

We serve our customers with the following equipment:

- 24'x28' work barge
- Pile driving hammer system
- (3) tool equipped service trucks
- (4) Jet/Vac sewer cleaning and soft digging trucks
- (2) Pipe video laser inspection truck
- Tanker (4,000) gallon Pumper Truck

FenderMarineConstruction.com
Rick@FenderMarine.com
P. 407.481.2750
1201 West Jackson Street
Orlando, FL 32805
F. 407.481.8850

Florida State Certified Marine Contractor SCC 131150688

- 10 CY Dump Truck
- 2014 Min Excavator
- 2014 Track skid steer
- (2) wellpoint and bypass pump setups
- Miscellaneous hand tools and equipment to perform our scope of work.
- Outside equipment rented for larger barge and crane needs

VP Hodgskin Outdoor Living, Inc 11/95 to 11/2001
6125 Hansel Avenue
Orlando, Florida 32809

With my previous company, Hodgskin Outdoor Living, Inc. which I sold in November 2001, I was able to inject this work ethic into the existing business. This resulted in our growing the marine construction company from $2,000,000 in annual sales to almost $5,000,000 in 2001.

Vice-President

- Managed this construction company's Service Department and handled development of the commercial marine projects.
- Solicited, designed, estimated and project managed commercial and residential boat dock, boat houses and seawall marine projects.
- Managed a full service department for boat houses, boat docks and seawalls.

Orlando Construction 1/91 to 11/95
500 29th Street
Orlando, Florida 32805
(407) 841-7442

President and General Manager

- Owned and managed this construction company specializing in historic preservation projects.
- Negotiated and awarded contracts to miscellaneous subcontractors, Civil Engineers, Mechanical/Electrical Engineers and Architects.
- Developed and construction managed several residential multi-family remodeling projects which were sold before the actual construction was completed.
- Made money for every partner involved in my projects.

ABC Liquors, Inc. 11/90 to 12/91
8989 South Orange Avenue
Orlando, Florida 32859
(407) 851-0000

Director of Construction 11/90 to 5/91

- Managed all construction operations for this 220+ Liquor Store chain with a staff of 180.
- Implemented the Elke Computer System for maintenance accounting and management.
- Managed the 5 person Engineering Department, developing project drawings and specifications for permitting and bidding.
  Negotiated and awarded contracts to General Contractors, miscellaneous subcontractors, Civil Engineers, Mechanical/Electrical Engineers and Architects.
- Construction managed several in house commercial remodeling of both stores and the warehouse facilities.
- Implemented leading edge construction techniques, procedures, materials and equipment.

Administrator of Construction 5/91 to 12/91

- Responsible for liquor store site selection and acquisition.
- Implemented Auto cadd computer aided drafting and design system for the engineering department.
- Administrated fast track construction projects on time and under budget.
- Reorganize the maintenance staff to 140 people for better efficiency.

Equity Construction/Pat's Pump & Blower 8/85 to 11/90
630 West Church Street
Orlando, Florida 32805

President and General Manager

- Developed, owned and managed this new company which specialized in waste water facility construction and renovation with up to 40 employees.
- Developed and owned a subsidiary which specialized in waste water equipment sales and repair.
- Responsible for project administration through several project managers.
- Responsible for advertising, finance, insurance, planning, estimate review, and permitting.
- Successfully developed the company from an idea into a $1,500,000 per year enterprise.

Girdley Construction 11/81 to 8/85
Orlando, Florida

Senior Project Manager/Estimator-Commercial, Industrial, Municipal

Landmark Construction 9/76 to 11/81

Senior Project Manager/Estimator-Design/build Commercial

- Butler Pre-engineered metal building specialist

LICENSES/ACCOMPLISHMENTS:

- Florida State Certified General Contractor
- Florida State Certified Marine Contractor
- Florida State Certified Mechanical Contractor
- Florida State Certified Underground Utility Contractor
- Florida State Certified Commercial Swimming Pool Contractor
- Florida State Certified Plumbing Contractor
- Florida Real Estate Broker
- Florida Marine Contractor's Association, Inc. Founding President and current member of the Board of Directors
- Private Pilot-Instrument Rated-Single Engine Land and Sea
- Computer training in Word, Excel, Microsoft Project, Adobe Page Maker, PhotoShop, Lotus, Word, Excel, Power Point, Schedule, HTML and others
- Past President of Orlando Landmarks Defense, Inc., a historic preservation non profit organization.

PERSONAL:

- Born 5/2/53 in Orlando, Florida; Height 5'9"; Weight 200 lbs.
- Married with (1) Son.
- Other interests- flying, Internet, landscaping and Bull Terrier dogs.

FenderMarineConstruction

Resume' of Michael Williams
Sr. Project Manager

Employment History

Project Manger/ Chief Estimator, Fender Marine Construction
Project Manager, Orion Marine Construction, Inc.
Project Manager, Misener Marine Construction, Inc.
President & General Manager, Metroplex Builders Construction, Inc.
Project Engineer, American Bridge Company
Field Engineer, American Bridge Company

Education

University of Florida – Bachelors of Science, M.E. Rinker School of Building Construction 1997

Experience

Disney Coronado Springs Island Construction
Fender Marine- Spring 2018
Drive steel pile and set beams and 12,000 sq ft precast concrete in 25 foot of water for island restaurant substructure.
Approximate Cost $3,000,000

Hanover Lake Boat Lift Construction
Fender Marine - Spring 2018
Drive 24" sq concrete pile for overhead boat lift crane at lake to canal community.
Approximate Cost $400,000

EPCOT H93 Rated Steel Bridge
Fender Marine -Fall 2017
Construct bridge abutments and steel bridge erection for H93 2 lane 120' bridge at Disney EPCOT service entrance.

Disney Springs Paddle Fish Construction
Fender Marine -2017
Barge mounted construction and removal of temporary boardwalk for 3 story scafforld system overwater.
Approximate Cost $900,000

Disney Animal Kingdom - Rivers of Light – Sheet Pile, Pipe Pile, Island Construction, Dredging
Fender Marine Construction August 2014 to May 2016
Install 1200 Ln Ft of Sheet Pile Wall, Construct Island in Discovery Lake, Drive pipe pile for new marina canopy, dredge canal to proper depth.
Approximate Cost $4.9 million

Fender Marine Construction – April 2015
Installed 4 cofferdam cells inside of an existing building 20' deep with waler system.
Approximate Cost $310 Thousand

Sea World Project MAKO Roller Coaster - Steel H Pile with Lagging and Steel Sheet Pile Wall
Fender Marine Construction December 2015
Installed shoring for the roller coaster foundation construction as well as new water front sheet pile wall. Also drove post and fence in lake.
Approximate Cost $350 Thousand

City of Apopka Water Treatment Facility – Concrete Water Intake Structure and Canal Rehabilitation
Fender Marine Construction – September 2014
Rehabilitated 5000 Ln Ft of Canal, including installation of Rip Rap and demucking. Built water intake structure in canal with a steel cofferdam down 25 ft from grade.
Approximate Cost $1.6 Million

Disney Fourth Laundry Facility – Temporary Sheet Pile Install
Fender Marine Construction February 2014
Install 110 Ln Ft of temporary sheet wall for JCB Construction for the Disney Laundry Facility access road culvert construction.

Tampa Port Authority – Spoil Island Weir Installtion
Orion Marine, Inc. – Tampa, Fl. July 2013
Install 1600 Ln Ft. of 60" HDPE to Tampa Bay from two weir structures 22' tall. Island is a Audabon protect bird island as well as a Army Corp of Engineers Spoil Island
Approximate Cost $1.8 Million

G&G Shipping Bulkhead Replacement and Upland Improvements- (Project Manager)
Orion Marine, Inc. - Dania Beach, Fl June 2012
Install new 260' Steel Sheet Pile Bulkhead wall and demolish existing bulkhead cap. Install new bollards, fendering, and bulkhead cap. Upland improvements include upgrading all electrical dock boxes, fire protection supply, electrical transformers, and security cameras used by Homeland Security.
Approximate Cost: $1.4 Million

FDOT Heckscher Drive and Nassau River Bridges Rehabilitation- (Project Manger)
Orion Marine, Inc. – Jacksonville, Florida. September 2011
Installation of Cathodic Protection Pile Jackets on three different bridges in two locations along I-95. Spall repairs to delaminated concrete caps. Crack Injection.
Approximate Cost: $1.4 Million

FDOT Harris Channl Bridge – (Project Manager)
Orion Marine, Inc. – Sugarloaf Key, Florida August 2011
Installation of Impressed Current Cathodic Protection Pile Jackets on 48" Drilled Shafts. Removal and replacement existing Rip Rap with New Rip Rap. Bridge Deck striping and barrier wall Class V finish installed.
Approximate Cost: $800K

FDOT Toms Harbor Cut – (Project Manager)
Orion Marine, Inc. – Marathon, Florida June 2011
Installation of Impressed Current Cathodic Protection Pile Jackets on 54" Drilled Shafts. Extensive spall repair on bridge substructure caps with Latex Modified Morter. Prestress strand repair performed on deteriated girders. Metalizing performed on repaired caps. Class V finish applied to superstructure bridge deck barrier walls.
Approximate Cost: $1.2Million

FDOT Thompson Creek Bridge Rehabilitation –. (Project Manager)

Orion Marine, Inc. – Key West, Florida June 2010
Installation of Cathodic Protection Pile Jackets to extend pile life approx. 20 years. Repair bridge substructure spalled concrete caps with Latex Modified Bag Morter. Metalize the concrete caps with a zinc rich coating to extend the concrete substructure life. Superstructure repairs including removal and replacement of bridge deck sections, railings, and joints. Class V Finish installed on retaining barrier walls.
Approximate Cost: $1 Million

FDOT Toms Harbor Bridge – Marathon Florida (Project Manager)
Orion Marine, Inc.- Marathon, Florida July 2010
Installation of Impressed Current Cathodic Protection Pile Jackets on 54" Drilled Shafts. Extensive spall repair on bridge substructure caps with Latex Modified Morter. Metalizing performed on repaired caps. Class V finish applied to superstructure bridge deck barrier walls.
Approximate Cost: $1.4 Million

FDOT Spanish Harbor Bridge – (Project Manager)
Orion Marine, Inc. – Big Pine Key, Florida September 2010
Installation of Cathodic Protection Pile Jackets on square pile. Crack injection performed on several substructure caps. Superstructure expansion joint repairs completed. Class V finish applied to retaining barrier wall at superstructure.
Approximate Cost: $1.1 Million

FDOT Crystal River Barge Canal Bridge Substructure Construction (Project Manager)
Misener Marine, Inc. – Inglis, Florida April 2010
Installation of all substructure apputunaces including piling, footing, columns, caps, beams, and girders. Prestressed Piling installed with mass footers requiring cooling systems would be utilized. Open spans of up to 285' using modified Bulb T Haunch and Drop in Girders requiring multi crane picks from land and barges were performed to complete construction.
Approximate Cost $6.5 Million

Colonna's Shipyard, West Yard Expansion (Project Manager)
Misener Marine, Inc. – Norfolk, Va May 2009
Construction of two piers designed to support a 1000 ton travel lift (the largest of its kind to date.) Each pier is supported by 30" square concrete piles that are 95' in length and each pier is on a skew with the bulkhead in order to maintain continuity with the existing piers in the shipyard. Pier 8 is 229' and Pier 9 is 322'. The combination wall consist of AZ 28 SSP x 55' and W40x183 King Pile x 72' extending 263 Lft. This combination wall ties back to a deadman cap supported by battered 24"x82' piles tied together with a 4'x5' cap.
Approximate Cost: $9.7 Million

Commercial Facilities Construction (General Manager)
Metroplex Builder, Inc. – Orlando, Fl 2002-2009
Generated estimates, contracts, and execution of residential and commercial building erection and build out. Day to day operation of every facet of small business operations.

Port Manatee Berth 12 Construction– (Project Engineer)
American Bridge Co. – Manatee County, Florida, June 2001
Construction of a 1200 Lft. ship loading berth, including concrete C.I.P. culvert work. Dredging of 1000 linear foot of wall. Installation of 1200 Lft. of combination pipe "Z" wall with C.I.P. concrete bulkhead. Installation of 1500 Lft. of ERCP linked to 1500 Lft. of sodding and sloped drainage swale. The entire area behind the bulkhead cap designed and constructed under airport paving regulations, including metal cast in place grating at drainage structure extending the entire 1000 feet.
Approximate Cost: $3.9 million

Lloyd Wharf Drydock (Project Engineer)
American Bridge Co.- Freeport, Bahamas April 2000

Construction of mooring dolphins and pier for two drydock facilities. Supported by two warehouses also constructed concurrently. The basin in which the dolphins and pier where constructed is 60' deep and the pier is 150' long. Each warehouse constructed is 10000 square feet.
Approximate Cost: $15 million

Disney Millennium Tower, Orlando, Florida – (Project Quality Control Engineer)
American Bridge Co.- Lake Buena Vista, Florida November 1999
Oversee the adhesion to strict Disney guidelines in the construction and installation of the 11 story tower that has supported spaceship earth themes at Disney's Epcot theme park. Along with the tower a variety of structures providing aesthetic value were erected as a part of this project.
Approximate Cost: $10.5 million

Disney Millennium Pavilion, Orlando, Florida – (Project Engineer/ Field Engineer)
American Bridge Co.- Lake Buena Vista, Florida December 1998
This project consisted of a 10,000 square foot catering facility, 53,000 square foot Millennium Hall, and Disney's largest restroom facility. The Millennium Hall was shaped as an arc having an aluminum skeleton as its only structural element. The walls consist of a fabric type material stretched between the skeleton like structure. It was the largest of its kind at the time. My involvement was from layout to closeout.
Approximate Cost: $11.5 million

MCLAREN ENGINEERING

RESUMES

McLaren Technical Services, Inc. (McLaren) has been providing multidiscipline consulting engineering services to clients worldwide since 1977. McLaren is headquartered in West Nyack, NY and has nine (9) regional offices located in Orlando, FL; Roswell, GA; Baltimore, MD; New York City, NY; Albany, NY; Allentown, PA; Middletown, CT; San Luis Obispo, CA; and Oran, Algeria. McLaren provides premier professional engineering services through eight (8) technical divisions:

Our 235 plus-person staff includes skilled marine, civil, geotechnical, structural, and mechanical engineers, P.E. licensed underwater inspectors, construction management specialists, specification writers and CAD designers experienced in the latest computer-aided design equipment and software. McLaren's success in providing timely, innovative, and cost-effective solutions has led to steady growth in the size of our divisions.

McLaren is highly interested in the proposed projects because this kind of work is the very backbone of our company. The inspection, design, restoration and rehabilitation of Marina's and waterfront structures are what McLaren has been doing since 1977. McLaren distinguishes itself as one of the nation's leading experts in underwater inspection, assessment, design and construction inspection of waterfront structures. We have completed major waterfront projects across the United States as well as in other parts of the world. McLaren is confident that due to our wealth of experience with similar projects and our ever-deepening knowledge of the industry, we will be able to provide the City with outstanding, cost efficient solutions to the tasks present in the RFQ.

As a recognized leader in the waterfront facilities development industry, McLaren has provided design, engineering, and inspection services for many of these types of projects nationwide. Waterfront / shoreline development projects are particularly geared for McLaren as we can cover many of the work elements and aspects of such a project given we are a multidiscipline consulting firm. McLaren's professional staff includes specialists in coastal engineering, who are experts in wave analysis, wave attenuation, sediment transport, environmental loading, and structural coastal interaction. McLaren provides waterfront facility master planning, development/design, and design-build RFP document preparation services. Port terminals and marine layout planning, dry bulk handing/conveying, container terminal feasibility studies/design, TEU loading/unloading analyses, RO-RO and LO-LO planning/design, liquid bulk transshipment planning and design, cruise ship terminal design, all are within the realm of expertise offered by McLaren's Marine Division. Through our extensive experience in this rather specialized field, we can offer expertise in cost estimating, life cycle analysis, and construction supervision. Our underwater inspection capabilities provide assurance that construction is carried out in conformance with plans.

McLaren's corporate portfolio boasts of hundreds upon hundreds of marina inspection, design and feasibilities studies. We are familiar with the parameters that affect the marina sites and support an effective operating marina. Such parameters include permitting issues; physical factors; services and utilities; and setting and access.

McLaren Marina Services:

- ADA Compliance
- Boat Launch Ramps & Travel Lifts
- Breakwaters & Wave Fences
- Condition Assessments
- Construction Administration Services
- Current Analysis
- Dredging
- Environmental Loads & Analysis
- Feasibility Studies
- Floating Docks & Anchorage Design
- Fueling and Pumpout Facilities
- Ice Floe Analysis
- Inner Basin Wave and Current Criteria
- Kayak & Canoe Launch (fixed and floating)
- Layout Design

- Permitting Services
- Pro Formas
- Tidal Fluctuation Analysis
- Vessel Debris & Impact Studies
- Shore Public Access Integration
- Side Scan Sonar
- Siltation Monitoring
- Sonar Imaging
- Surveys
  - Topographic
  - Boundary
  - Bathymetric

McLaren has worked on over 400 marinas, including:

Haverstraw Marina, West Haverstraw, New York – The largest marina on the east coast contains over 1,100 slips for power and sail boats. The facility includes, a working shipyard, fueling operations, offices, a yacht club, supply store, restaurant and bar. We have worked at this facility since 1980, and have helped with several expansion and upgrades. We recently designed a new breakwater at the harbor entrance.

JFK Marina and Park on the Hudson, Yonkers, New York – Design of an excursion boat landing stage, floating docks to service boat launch, and upland park amenities including a small boat storage building. Design accommodated tidal fluctuation, ice floes, and limited area available for building placement.

Port Imperial Marina, Weehawken, New Jersey – Design of a 300+ slip marina, including floating docks, full fueling and pumpout facility, breakwater, and kayak launch. Design needed to accommodate tidal fluctuations as well as significant wakes from commercial traffic, requiring design, construction and permitting of a breakwater 3000 ft in length

Transmitter Park and "Pod Pier" in Williamsburg, Brooklyn, New York – Design of shoreline stabilization, waterfront walkway, and new modular pedestrian pier. Design needed to accommodate tidal fluctuations as well as significant wakes from commercial traffic.

Haverstraw County Bay Park on the Hudson River in Haverstraw, New York – Design of shoreline stabilization, floating docks to service boat launch, several fishing piers, new pedestrian bridge and several upland amenities, including 9/11 Memorial for Park along Hudson River. Piers and Bridge designed from recycled plastic lumber. Design needed to accommodate tidal fluctuations.

Newport Marina and Bulkhead Replacement – Design of shoreline stabilization and new breakwater for 200+ slip marina. Design considered tidal fluctuation and significant wakes from commercial traffic.

NYPD Marinas, Randall's Island and College Point, New York – Redesign of two small (5 slip) marinas for NYPD. Design included new breakwaters, bulkheads, floating docks, and maintenance dredging.

Three-Arrows Co-op Floating Dock, Barger Pond, New York – Design of swimming enclosures and anchorages for floating dock system. Design needed to accommodate seasonal water level fluctuations and sensitive shoreline environmental concerns.

Edgewater Park Ferry Terminal, Edgewater, New Jersey - Design of shoreline stabilization, seawall remediation, and floating ferry landing at existing marina. Design scope also included upland amenities, waterfront walkway, and community building with laminated timber roof support. Design needed to accommodate tidal fluctuations, significant commercial vessel traffic and confined urban site.

Sullivan Flotation, various locations across USA - Design and analysis for manufacturer of floating dockage and marinas. Design scope includes the design of floating dock systems, their anchorages, and their approach ramps and gangways. To date over 175 marinas, of various sizes and locations in both riverine, tidal, and marine locations have been designed, including some of the most significant marinas on the east cost. All of these installations are situated in either tidal waters or reservoirs where water levels fluctuate.

McLaren has built successful relationships with several firms who are available to us if an element in a specific task order arises that requires the expertise of one or more of these firms. These sub-consultants are available and ready and willing to join our team upon selection.

Project Name:	**Indefinite Delivery Contract for Architect-Engineer Service Marine Facilities to support the Marine Design Center** W912BU-16-R-0016
Address:	Various, U.S.
Client/Owner:	U.S. Army Corps of Engineers
Scope of Work:	Marine Engineering
Contract Amount:	$5,000,000
Est. Completion Date:	12/31/2021
Contact/Phone #:	Ms. Megan Coll, (215) 656-6893

Project Name:	**Ferry Maintenance Facilities Term Agreement**
Address:	New York, NY
Client/Owner:	New York City Department of Transportation
Scope of Work:	Ferry Facilities Engineering Service Agreement
Contract Amount:	$6,000,000
Est. Completion Date:	2019
Contact/Phone #:	Mr. Earl J. Baim, P.E. - (212) 487-3137

Project Name:	**On-Call Marine and Structural Engineering Work**
Address:	Statewide, MD
Client/Owner:	Maryland Port Administration/STV Incorporated
Scope of Work:	Providing all structural and marine engineering work
Contract Amount:	$250,000 (est.)
Est. Completion Date:	2021
Contact/Phone #:	Mr. Kyle Kramer (STV) - (212) 777-4400

McLaren Engineering Group (McLaren) distinguishes itself as one of the nation's leading experts in the inspection, assessment and design of marine and waterfront structures. The firm has 41 years of such experience, and our qualified professionals have considerable expertise in the inspection and assessment of ferry terminals / marine structures, both above and below water, all phases of design, bid phase services, construction phase services, and project management / administration. We also possess a specialty in marine borer infestation identification and remediation. Our qualified professionals have considerable expertise in the areas of structural and civil design and engineering, construction inspection services, construction safety services, and project management.

As a multi-disciplined consulting firm, however, McLaren possesses experts in a range of engineering categories. Our over 235-person staff features marine engineers and designers, underwater inspectors, structural engineers, bridge/highway/rail inspectors and designers, waterborne transportation planners, mechanical engineers and forensic investigators. This staff will be available to support this project and ensure its successful completion.

We believe our ability to provide the highest level of service is exemplified by our history of successfully executing projects of similar scope, and is combined with an understanding of various waterfront repairs and design projects. Our understanding of the materials and techniques used in site inspection, design, and construction further augments these comprehensive services.

Our view is that corporate qualifications and historical experience mean little without the commitment of senior level staff. The strength of our project team, therefore, is the people we assign.

Key Personnel

Set forth below are brief bios of the key staff that will be assigned to this project with their respective roles indicated.

Malcolm G. McLaren, P.E., SECB will serve as **Principal-In-Charge** for this contract. Mr. McLaren is a registered professional engineer in the state of Florida and has more than 44 years of design, engineering and inspection experience for marine, bridge/highway/rail, structural, site/civil, geotechnical, and forensics projects nationwide. As Principal-In-Charge, Mr. McLaren will provide management review, ensure that the appropriate resources of the team are available to conduct the work, and will provide senior-level input to technical aspects of the project.

Stephen A. Famularo, PE, DPE will serve as **Project Associate** for this contract. Mr. Famularo is a licensed professional engineer with over 22 years of diverse experience in port and harbor engineering, project and quality management, business development, strategic planning, and line management. These responsibilities have been supported by his contagious passion for innovation, quality, and customer service. His responsibilities in this role included project execution, new business development, and client satisfaction.

Mauricio Posada, PE (McLaren) will serve as the **Project Manager** for this contract. Mr. Posada has over 18 years of civil, structural, and marine engineering experience in the analysis, design, rehabilitation, forensic, and detailed engineering for structural projects. Mr. Posada's experience includes ports, foundations, offshore and onshore engineering, and industrial and commercial projects for the maritime and oil/gas/petrochemical industries. He is proficient in the design of steel, aluminum, wood and concrete structures which includes reinforced and precast concrete, post-tensioned concrete, and masonry. His experience also includes dynamic, vibration and seismic engineering, and lifting/rigging analysis/solutions.

As project manager, Mr. Posada will make certain that all of the needs and requirements of the City are satisfied. He will report all project-related issues to the client and will ensure that all tasks associated with this project are managed effectively from start to finish. Mr. Posada's role as Project Manager will entail, but not be limited to the following:

- Providing direct oversight with regard to project execution and accountability
- Verifying and approving the project schedule and budget
- Implementing project changes as requested by the City
- Providing all staff resources necessary for successful project implementation and completion
- Providing review and approval of project performance and deliverables
- Report all flagged conditions to the City

Dominic V. DeSantis, PE, will serve as **Lead Marine Engineer** for this project. Mr. DeSantis has over 11 years of experience with structural analysis and design, load rating and renovation/rehabilitation. He has specialized experience with steel and concrete design for marine and waterfront structures, such as piers, marinas, ferry landings, piles, gangways, bulkheads, barges, anchorage systems, and various other marine structures. This design experience includes the demolition, removal, rehabilitation, and/or reinforcement of existing waterfront structures. Additionally, he has conducted engineering calculations that include load ratings, structural analyses, and wind/water/wave calculations. Mr. DeSantis has provided these services for clients such as the New York Waterway, Battery Park City Authority, PANYNJ, NYCDOT, NYCEDC, and NYSDOT.

Vahid Zanjani, Ph.D., P.E. will serve as **Senior Marine Engineer** for this contract. Mr. Zanjani is a professional engineer with over 13 years of experience in leading and the analysis and design of marine structures, LNG terminals, petrochemical and steel manufacturing plants, water and wastewater facilities, residential and commercial buildings from the conceptual design phase through construction phase.

Areas of expertise includes deep foundations, dynamic analysis of structures, soil-structures interaction, seismic analysis & design, retrofit of existing structures, wind-resistance analysis of structures, plasticity, material mechanics, In-depth understanding of finite element software functionality including: buckling, contact, composites, element selection, fasteners, fracture mechanics, geometry import and meshing, plasticity; structural dynamics, time history and spectrum analysis, probabilistic analysis.

Stephen A. Famularo, P.E., D.PE
Project Manager

Education:
M.S. Coastal Engineering, University of California at Berkeley, 1996
B.S. Civil Engineering, Manhattan College, 1995

Professional Registrations:
Licensed Professional Engineer: New York, #082316; Connecticut, #24400; California, C58925

Certifications:
ACI Concrete Materials and Testing
FHWA-NHI-130091 Underwater Bridge Inspection
NDT & Advanced Methods for Evaluation of Concrete
Confined Space Training, Entry and Attendant
Transit Worker Identification Credential (TWIC)
Association of Diving Contractors International (ADCI) Surface-Supplied Air Diver
Safe Boating Skills and Seamanship
Dive Helmet Operator/User, Kirby Morgan Diving Systems International

Professional Societies and Affiliations
American Society of Civil Engineers
Academy of Coastal, Ocean, Port and Navigation Engineers, Port Diplomate
Coasts, Oceans, Ports and River Institute

Experience:
Mr. Famularo is waterfront engineer with extensive experience in the inspection permitting, design, and construction of marine structures. He has led underwater inspection teams around the United States and Caribbean as Professional Engineer-Diver, directed the new design and rehabilitation of piers, bulkheads, and wharves, and provided resident engineering services through construction. Mr. Famularo is a board-certified Port Engineer (D.PE) through the Academy of Coastal, Ocean, Port, and Navigation Engineers and has presented at industry conferences on inspection-diver training, marine construction cost estimating, waterfront asset management systems, and service-life evaluation of marine concrete.

- **East River Esplanade Inspection; New York, NY; for New York City Department of Parks and Recreation;** Project Manager and Inspection Diver for the condition assessment of over 23,800 linear feet of waterfront facilities including over 7,300 timber and steel piles along the East River in New York City. Mr. Famularo inspected load bearing structures and supervised site sampling and testing including timber coring removal and testing; hydrographic surveys, and ground penetrating radar to detect upland voids.
- **Brooklyn Navy Yard Waterfront Rehabilitation; Brooklyn, NY;** Project and Design Manager for the construction of a new homeport facility for NYC ferry vessels. The facility consisted of the design of a 60,000-square foot steel pile-supported concrete pier (1,000 psf capacity) with sanitary, potable water, electrical service, fire protection, and diesel fueling. Ferry vessels are moored to concrete floats with access to the pier by aluminum gangways. Due to impending ferry service, the project was accelerated through early contractor involvement, pre-ordering of piles, and phased contractor procurement. Overall project duration was 21 months from design notice to proceed to facility primary completion (pier, floating docks and all utility systems). Mr. Famularo was responsible for the evaluation, design, and permitting for rehabilitation of the low-level relieving platforms at the Navy Yard Barge Basin; the investigation and assessment of Dry Dock 4 and adjacent upland area to determine the viability of its continued use as a dry dock and provision of recommendations as to improvements necessary to utilize the dock as a wet berth; investigation of Pier C to determine the practicability for its continued maritime use; and, investigation of potential new or existing maritime businesses that would both sustain and increase the maritime industry in the Wallabout Bay area.
- **NYCEDC On-Call for Maritime Engineering; New York, NY;** Contract Manager for the provision of on-call marine engineering services at facilities throughout New York Harbor. Mr. Famularo provided

technical and project management oversight for the performance of routine inspections, structural design of piers, port planning studies, and berth dredging. In his role, Mr. Famularo responsibilities included the management of over 60 task orders totaling $7M in fees over 30 months.

- **Pier C Homeport, Brooklyn, NY**; Mr. Famularo was the overall project manager for the demolition and replacement of the existing Pier C structure to support the ferries for the NYC Ferry System. Mr. Famularo led structural, geotechnical and coastal engineering teams for the design of the 1000 psf pier, new steel sheet pile bulkhead, fender system, travel lift slip, and 22 concrete floating docks. In addition, he coordinated sub-consultant work for the incorporation of fire protection, potable water, shore power, sanitary, and fueling systems on the pier as well as pier utility buildings.
- **Pier 11 Platform Replacement; New York, NY;** Mr. Famularo was the overall project manager for the inspection and replacement of the low-level platform at the foot of Pier 11 in Manhattan. The design consisted of demolition of the existing superstructure and installation of a new high-level platform on existing timber piles to reduce cost and address overhead restrictions from the FDR drive.
- **South Brooklyn Marine Terminal Bulkhead Rehabilitation; Brooklyn, NY;** Project Manager for the design of a replacement bulkhead at the north side of the 39th Street Pier. Mr. Famularo provided underwater inspection of the existing bulkhead, concept design, cost estimating, permitting, structural and geotechnical analysis, and construction administration for 600 linear feet of anchored steel sheet pile bulkhead with reinforced concrete cap, fender system, and new mooring bollards. Approximately 600 ft. of steel sheet pile bulkhead, 190 ft. of riprap revetment, and cathodic protection for the steel sheet pile required rehabilitation. Approximately 525 ft. of shoreline was demolished or repaired.
- **Global Terminal; Jersey City, NJ;** Mr. Famularo led a concrete substructure investigation of Global Terminal in Jersey City, New Jersey. He performed concrete coring evaluations to assess cause and severity of underwater concrete pile cracking; half-cell potential testing to determine corrosion of concrete reinforcing steel; and obtained concrete chloride concentration profiles to assess concrete diffusivity and to estimate time to initiation of widespread corrosion damage.
- **BCT – Pier 12 Investigation and Design; Brooklyn, NY;** Mr. Famularo performed above and underwater inspections to aid in the structural analysis and refine the repair criteria for Inspected and provide for Pier 12, located at the Brooklyn Cruise Terminal. He was also responsible for preparing the rehabilitation designs for the pier.
- **NYCT Pier 92 Inspection and Rehabilitation; New York, NY;** Inspected and provided rehabilitation designs for Pier 92 of the Manhattan Cruise Terminal along Hudson River. Mr. Famularo performed design level inspections and routine inspections which identified all defects, guided the repair options, and aided with the feasibility studies.
- **Pier 42 Substructure Rehabilitation; New York, NY; for New York City Economic Development Corporation;** Performed a routine inspection of Pier 42 along the East River in Manhattan, NY and prepared the report which included a description of the structure and the conditions observed. Mr. Famularo also performed a comparison with previous inspections, provided structural analysis, and developed recommendations for further action. Additional responsibilities included the provision of design repairs and permit applications assistance. Part-time resident engineering services during construction were also provided.
- **Post Hurricane Sandy – Ferry Landing; Rockaway, NY; for New York City Economic Development Corporation;** Mr. Famularo evaluated potential locations for a rapid deployment emergency ferry landing. Responsible for generating design, location, logistics and methodology for installation of the ferry landing.

Dominic V. DeSantis, P.E.
Senior Engineer

Education:
B.S. Civil Engineering, Manhattan College, 2007

Professional Registration:
Professional Engineer: New York #090828

Certifications:
Transportation Worker Identification Credentials (TWIC)
FHWA-NHI- Course #130091 Underwater Bridge Inspection, 2010

Experience:
Mr. DeSantis is a senior engineer with over 11 years of experience in structural analysis and design, load rating, and reconstruction, renovation, and rehabilitation of marine and waterfront structures. He has specialized experience with steel and concrete design for marine and waterfront structures, such as piers, marinas, ferry landings, piles, gangways, bulkheads, barges, anchorage systems, and various other marine structures. This design experience includes the demolition, removal, rehabilitation, and/or reinforcement of existing waterfront structures. Additionally, he has conducted engineering calculations that include load ratings, structural analyses, and wind/water/wave calculations. Mr. DeSantis has provided these services for clients such as the New York Waterway, Battery Park City Authority, PANYNJ, NYCDOT, NYCEDC, and NYSDOT. Representative projects include:

- **Port Newark Berth 3 Wharf Reconstruction; Newark, NJ; for The Port Authority of New York and New Jersey;** Project Manager and Designer providing structural design services for a complete wharf replacement consisting of steel pipe piles, precast concrete pile caps and a composite precast and cast-in-place concrete deck. The new berth is approximately 700 ft. long, varies in width from 40 ft. to 70 ft. and is designed to support heavy vehicular loading along with an allowable live load surcharge of 500 PSF. There is also a new 340 ft. long floating dock system that will be installed along the off shore edge of the new berth. A new tied back steel sheet pile bulkhead system was also designed for the full length of the berth. Bid Phase and Construction Phase Services were also provided.
- **Domino Sugar Refinery Redevelopment Bulkhead/Waterfront Platform Reconstruction; Brooklyn, NY; for Two Trees Management, LLC;** Project Manager and Lead Designer for the marine engineering services associated with the reconstruction of the existing platform and bulkhead in order to redevelop the former Domino Sugar Refinery site. The reconstruction scope of work included the full replacement of the approximately 1,250 ft. long Domino Sugar platform and bulkhead to support a new public park. Reconstruction included the installation of new prestressed concrete piles, new concrete pile caps and a composite concrete deck to support a new public park designed to support emergency vehicle loading and total live load and dead load surcharges of up to 600 PSF. A new concrete bulkhead system was also designed along the inshore edge of the platform. The proposed changes at this historic site include the construction of several high rise buildings for both residential and commercial space as well as the addition of five (5) acres of green open space that will incorporate some of the original facility's historic items into the site's transformation. The existing gantry cranes, syrup silos and refinery building will be rehabilitated and integrated into the overall program in order to preserve the historical industrial heritage of the Williamsburg community. Bid Phase and Construction Phase Services were also provided.
- **416 and 420 Kent Avenue Bulkhead Reconstruction; Williamsburg, Brooklyn, NY; for 420 Kent Avenue LLC c/o Spitzer Enterprises;** Project Manager and Lead Designer responsible for the design of a new bulkhead system and 40 ft. wide waterfront walkway along the East River, in accordance with the NYC City Planning Commission and NYCDPR design requirements. McLaren is also performing

permitting services to obtain the required permits from the NYSDEC, U.S. Army Corps of Engineers, NYC SBS, City Planning, and NYCDPR, along with construction administration.

- **Reconstruction of Steeplechase Pier; Coney Island, Brooklyn, NY; for the City of New York Department of Parks and Recreation (NYCDPR);** Project Manager and Lead Designer for the reconstruction of Steeplechase Pier in response to damage sustained during Superstorm Sandy. This reconstruction included the full replacement of the existing damaged deck and minor repairs to the existing substructure along the length of the 1,100 ft. long pier. The new deck system consisted of new prestressed concrete beams and RPL decking. A new railing system, new fish cleaning stations, new benches, new light poles, a new shade structure and other architectural features were installed on the new pier deck. Above water and underwater inspections of the pier structure were also performed during this reconstruction. Bid Phase and Construction Phase Services were also provided. (First and
- **Superstorm Sandy Emergency Inspections at Battery Park City South Cove and Pier A; for Battery Park City Authority;** Engineer/Inspector for the diving inspection services required as a result of damages related to Superstorm Sandy. Mr. DeSantis was involved with the swim-by inspection of the BPCA's South Cove including the quay, piles, and platform, the Pier A deck and pile inspection, as well as an Inspection of the sea wall from the water by boat. A letter report documenting our findings and recommendations for follow-up actions was prepared.
- **India St. Pier Marina Schematic Design; Brooklyn, NY; for Stiles Properties, LLC;** Design Engineer who provided conceptual design services for schematic design of this marina with high-end boat slips to accommodate vessels in the 40-foot to 70-foot range. Mr. DeSantis provided steel pile design and also prepared construction drawings.
- **East and Harlem River Ferry Landings Project; New York, NY; for New York City Economic Development Corporation;** Structural Engineer and Inspector for a $10 million civil-structural-marine engineering project to develop seven waterfront landing sites to accommodate vessels, passengers, and connecting transportation. Services include intermodal transportation studies, survey of existing conditions, subsurface investigation, topographic surveys, utility surveys, environmental surveys, traffic flow studies (buses, vehicles, taxis, etc.), and ferry operations and passenger flow studies. (2000-2014)
- **Hoboken Ferry Terminal; Hoboken, NJ; for New Jersey Transit and the Port Authority of New York and New Jersey;** Engineer Designer and Inspector responsible for the design and construction inspection services during Phases II and III of the Rehabilitation and Redevelopment of the Hoboken Terminal and Yard Complex project. This redevelopment included the construction of five (5) new ferry landing barges, passenger access gangways, timber fender systems, and timber pile dolphins between the new ferry landing slips. Bid Phase and Construction Phase Services were also provided.
- **Whitehall Ferry Terminal Repairs; Staten Island, NY; for New York City Department of Transportation;** Design Engineer appointed to conduct a load-bearing analysis of piles and pile caps for the repair and rehabilitation of the distinguished Staten Island terminal site.
- **Ossining Ferry Landing Reconfiguration Project; for New York Waterway;** Engineer/Inspector for the marine and geotechnical engineering services associated with the replacement of the Ossining Ferry Landing. Mr. DeSantis provided review of concept, design of pile anchorages, generation of permit, construction drawings, and preparation of joint permit application and NYS Consistency review for replacement of floating dock at the Ossining Ferry Landing. Mr. DeSantis was also involved with the Investigation of the feasibility of moving the ferry landing to the north and provision of a drawing of the simplest recommended layout; as a result of requested changes, modification to the permit drawings, and design of the substructure of the pier.

Mauricio Posada, P.E.
Senior Marine Engineer

Education:
Master of Science, Civil Engineering (Structural Engineering), The University of Texas, 2001
Bachelor of Science, Civil Engineering, Universidad de los Andes, Bogotá, Colombia, 1998

Professional Registrations and Certifications:
Licensed Professional Engineer: Alaska #13772, 2013; Florida #69521, 2009; Louisiana #37932, 2013; New York # 097467, 2017; Texas #99369, 2007; Delaware #21390, 2017; Rode Island #12439, 2017
Transportation Worker Identification Credentials (TWIC)
Basic Orientation Plus Safety Training by Delaware Valley Safety Council
Port of Philadelphia and Sunoco Logistics Safety Training by Delaware Valley Safety Council

Experience:
Mr. Posada has over 18 years of civil, structural and marine engineering experience in the analysis, design, rehabilitation, forensic, and detailed engineering for structural projects. Mr. Posada's experience includes ports, foundations, offshore and onshore engineering, and industrial and commercial projects for the maritime and oil/gas/petrochemical industries. He is proficient in the design of steel, aluminum, wood and concrete structures which includes reinforced and precast concrete, P/T, and masonry. His experience also includes dynamic, vibration and seismic engineering, and lifting/rigging analysis/ solutions. Mr. Posada's experience includes the following:

- **Main St. Bridge FDOT Fender Design Review; Volusia County, FL; for Bedford Technology, LLC;** Project Manager and Engineer of Record for the marine fender system to be used for a bridge over the Halifax river located in Volusia County, FL. Mr. Posada reviewed the structural calculations and drawings created by Bedford Technology, LLC, to confirm compliance with Florida Department of Transportation (FDOT) requirements for energy dissipation for the selected design vessel. The fender system was checked using FB-MultiPier Software.
- **Acosta Bridge FDOT Fender Design Review; Duval County, FL; for Bedford Technology, LLC;** Project Manager and Engineer of Record for the marine fender system to be used for a bridge over the St. Johns river located in Duval County, FL. Mr. Posada reviewed the structural calculations and drawings created by Bedford Technology, LLC, to confirm compliance with Florida Department of Transportation (FDOT) requirements for energy dissipation for the selected design vessel. The fender system was checked using FB-MultiPier Software.
- **Miller Sweeney Bridge Pier Replacement; Brooklyn, Alameda County, CA; for Alameda County Public Works Agency;** Marine engineering for the design of a new pier, a new pile cluster.
- **Bulkhead Rehabilitation; Brooklyn, NY; for Kamco Supply Corp.;** Marine consulting and Engineer of Record for the design of repairs for the warehouse bulkhead that requires structural rehabilitation to maintain safe operations. Tasks include design of piling system, pile caps and retaining walls.
- **Union Dry Dock Due Diligence; Hoboken, NJ; for New York Waterway;** Marine Engineer for the rapid due diligence survey and underwater inspection of Piers 1 through 3 and bulkhead. Mr. Posada provided a due diligence rapid assessment report per the NYCEDC and ASCE manuals assessing the conditions of the existing piers/bulkhead, recommended repairs and estimated costs, estimation of allowable live load and opinion on facility's ability to support future operations.
- **Monroe County FDOT Fender Design Review; Monroe County, FL; for Bedford Technology, LLC;** Project Manager and Engineer of Record for the marine fender system to be used for a bridge located in Monroe County, FL. Mr. Posada reviewed the structural calculations and drawings created by Bedford Technology, LLC, to confirm compliance with FDOT requirements for energy dissipation for the selected design vessel. The fender system was checked using FB-MultiPier Software.

Mauricio Posada, P.E.
Senior Marine Engineer

- **Dock Allison Review; Longboat Key, FL; for Forcon International Georgia, Ltd.;** Project Manager and Engineer of Record for the structural analysis of Dock Allison recently struck by a barge. Mr. Posada was responsible for the inspection, structural assessment of the superstructure/piles, evaluation and report providing conclusions about adequacy of the structure and recommended repairs.
- **Monroe County FDOT Fender Design Review; for Bedford Technology, LLC;** Project Engineer for the review of structural calculations and drawings created by Bedford Technology, LLC for a marine fender system to be used for a bridge located in Monroe County, FL. Mr. Posada reviewed calculations to confirm compliance with FDOT requirements for energy dissipation for the selected design vessel. Per requirements, the fender system was checked using the software FB-MultiPier (By Bridge Software Institute - Supported and available from the University of Florida Bridge Software Institute). 2017
- **SeaOne Caribbean FEED Project; Gulfport, MS, Dominican Republic, Puerto Rico;** Lead Structural Engineer for this project that included several components. Mr. Posada's responsibilities included the FEED design of waterfront structures, such as bulkheads and dolphins for the CGL production and export facility located in Gulfport; the design of receiving terminals located in the Dominican Republic and Puerto Rico; foundation design for various waterfront structures; the design of platforms, foundations and civil engineering work for three terminals. Mr. Posada performed analyses, prepared technical specifications for loadout, tow, transportation and installation activities, provided construction quantities, cost estimates, and seismic engineering services for this multi-billion project that will allow the export of up to 1.5 billion cubic feet per day of natural gas to different locations in the Caribbean.
- **Fabrication Yard Bulkhead Retrofit; Port of Iberia and Morgan City, LA;** Lead Engineer for the design and retrofit of wharves, piers and dry-docks for 3 fabrication yards. Project included retrofit of the existing bulkhead to sustain a deeper channel after dredging; addition of bollards and cleats; replacement of damaged piers; and addition of a waterfront structure to accommodate larger barges.
- **OneOk, P66 and Spectra Energy Compression and Pump Stations;** Lead Structural and Civil Engineer responsible for the structural engineering design of pipe racks, concrete foundation, pipe supports, equipment platforms, electrical buildings, enclosures, pre- and post-tensioning structures.
- **EMAS AMC - Angostura Phase III Design; Trinidad and Tobago;** Lead Structural Engineer and Project Manager responsible for the design of boat protection structures for two existing platforms and a J-tube. Mr. Posada's overall responsibilities included analyses, drawings, and engineering reports. He performed environmental and earthquake load analyses, and vortex shedding (VIV) and spectral fatigue analyses. He was also responsible for the clamp design and the cathodic protection design. In his role as Project Manager for this project, he was responsible for the deliverables, schedule, project costs and supervision of the junior engineers.
- **South Timbalier 311A Structural Design CVA; for Walter Oil & Gas Corporation;** Senior Structural Engineer for this project which involved a 6-Pile, fixed platform at a water depth of 391 feet. Mr. Posada verified the in-place, dynamic, spectral fatigue, and installation analyses. In addition, Mr. Posada performed independent dynamic and fatigue analyses per BSEE request. He also reviewed the dynamic amplification factors for the structure and overall dynamic behavior.
- **Ewing Bank 834 Structural Design CVA; for Walter Oil & Gas Corporation;** Senior Structural Engineer for this 14-skirt pile, fixed platform located at a water depth of 1,186 feet. Services provided by Mr. Posada included verification of the in-place, dynamic, spectral fatigue, and installation analyses (loadout, lift, transportation); detailed design verification of components such as the trunnion and padeyes; and review of the dynamic amplification factors for the structure and overall dynamic behavior.

Vahid Zanjani, Ph.D., P.E.
Marine Division Technical Director

Education:
Ph.D., Civil Engineering-Structure and Mechanics, North Carolina State University, (NC, USA) 2013
M.S. Civil Engineering-Structural Engineering, University of Akron, (OH, USA) 2009
M.S. Civil-Earthquake Engineering, International Institute of Earthquake Engineering and Seismology (Tehran, Iran) 2005
B.S. Civil Engineering, University of Science and Technology (Tehran, Iran), 2003

Professional Registrations and Certifications:
Professional Engineer: TX, NY.
Bechtel Certificate of "Senior Engineer" and "Engineering Specialist"
Structures Rehabilitation Certificate Per FEMA 273, 274, 356 and 357, Iran, 2007.

Experience:
Vahid Zanjani is a professional engineer with over 13 years of experience in leading and the analysis and design of marine structures, LNG terminals, petrochemical and steel manufacturing plants, water and wastewater facilities, residential and commercial buildings from the conceptual design phase through construction phase. Areas of expertise includes deep foundations, dynamic analysis of structures, soil-structures interaction, seismic analysis & design, retrofit of existing structures, wind-resistance analysis of structures, plasticity, material mechanics, In-depth understanding of finite element software functionality including: buckling, contact, composites, element selection, fasteners, fracture mechanics, geometry import and meshing, plasticity; structural dynamics, time history and spectrum analysis, probabilistic analysis. Representative projects include:

- **City Wide Ferry Service; New York, NY; for New York City Economic Development Corporation / Skanska USA Building Inc.;** Technical Director and QA/QC reviewer for the engineering consulting services for the development, investigation, design, coordination and construction administration for the design of 13 new and/or improved ferry landings. The marine structural design service was included but not limited to floating barges with anchor piles, guide piles, gangway and platforms.
- **Marine Engineering Services for the Repair Inspection and Design Services at Port of Wilmington, DE;** Technical Director responsible for technical oversight on marine consulting and structural engineering services to ensure the stability of the wharf, and continued operational capacity with the addition of the Boxer 4000 cranes at the Port of Willington. A final optimized rehabilitation scheme included piles addition, crane beam strengthening and new tie-down location design with recommended and designed on the basis of performance and life-cycle cost.
- **Marine Engineering Services for over 800 ft of Bulkhead, Port of Baltimore, MD;** Technical Director responsible for leading geotechnical investigation and Junior and Senior engineers on value engineering of over 800 ft of shoreline bulkhead and revetment at North Locus Point Marine Terminal in Baltimore, Maryland. After several design options investigations, bulkhead with backwall and tie-rod system was selected to support the upland.
- **NY and NJ Cofferdams for Prysmian Cable Replacement, Hudson River, NY & NJ;** Technical Lead for the marine engineering services associated with two submerged king pile cofferdams (170′ X 80′) in Hudson river Edgewater, NJ and Pier 92nd Manhattan in support of the Prysmian installation of the cable feeder system. The cofferdams were located at very weak soil with very low friction and cohesion soil. Short term and long-term settlement of the king pile system was considered in the design.
- **Battery Maritime Building Slip 5/6, Pile Cluster Replacement, Battery Park, NY;** Technical Lead for the marine engineering services associated with designing dolphins with cone fenders, soil improvement and micropiles to replace the existing timber pile cluster. The proposed dolphin is located at slip 7 in New York with shallow soil layer underlaid with relatively fractured rock close to subway tunnel.

Vahid Zanjani, Ph.D., P.E.
Marine Division Technical Director

- **Load rating in Pier 19 and 24 for Pen's Landing, Philadelphia, PA;** Technical Director for load rating assessment of Pier 19 and 24 at Philadelphia Marine Center. The scope of work was to determine the ability of the pier to support current and potential future loading. All the timber elements of the piers including piles, cap, plank and beams were checked against snow load, truck and live loads. In Pier 24, local web crippling, yielding, and compression buckling was a concern for the W18x35 pile caps. The corrosion and resulting section loss of the W18x35 pile cap webs above the steel pipe connection has a disproportionately large effect on the member's strength and pier capacity. An optimized retrofit scheme was recommended for the piers.

- **Post Avenue Long Island Rail Road Bridge Replacement, Westbury, NY;** Technical Lead for a Long Island Rail Road Bridge project to assess the condition and provide a retrofit scheme that reduces susceptibility to truck collision. The task was pursued through analysis and retrofit of existing abutments and full replacement of superstructure. Due to a strictly limited outage window of this Main Line bridge on the busiest commuter railroad in North America, an Accelerated Bridge Construction (ABC) method was developed for full replacement of the superstructure. The existing bridge abutments were analyzed to evaluate the capacity of the bridge to carry seismic, traction and braking forces specified by current design codes, as well as the heavier train load of Cooper E80 set by the owner. Post-tensioned soil anchors were employed to retrofit the abutments for lateral loading. Soil nails and T-walls were design for replacement of retaining walls along the Right of Way. Developed construction documents, specifications, and reviewed shop drawings and RFIs during construction.

- **Port Newark Berth 3 Wharf Rehabilitation/Reconstruction, Newark, NJ;** QA/QC reviewer for structural design services for a complete wharf replacement consisting of steel pipe piles, precast concrete pile caps and a composite precast and cast-in-place concrete deck. The new berth is approximately 700 ft. long, varies in width from 40 ft. to 70 ft. and is designed to support heavy vehicular loading along with an allowable live load surcharge of 500 PSF. There is also a new 340 ft. long floating dock system that will be installed along the off-shore edge of the new berth. A new tied back steel sheet pile bulkhead system was also designed for the full length of the berth.

- **Forensic Investigation of a Collapsed Pier, Baltimore, MD;** Technical Lead for providing expert forensic analysis regarding the cause of partial collapse of a Pier at the Harborview Marina & Yacht Club Community (Harborview) in Baltimore, Maryland. The potential cause of the collapse was evaluated and relative importance of each component was investigated based on inspection report and structural analysis. Advanced deterioration and as a result buckling of steel piles was identified as the main cause of the collapse.

- **ASCEND Project - MOF Facility, TX, USA;** Lead Engineer for design of a Material Offloading Facility (MOF) for a Propane dehydrogenation plant. The MOF provided access, berthing, mooring and handling of special heavy lift ships as well as some general cargo ships. The project included structural design of the sheet piles, tug boat berthing area, offloading platform and access slab. Materials take-off was provided to the client.

- **Corpus Christi LNG (CCL) Terminal, Corpus Christi, TX, USA;** Senior Structural Engineer responsible for final design of foundation and structures for Liquid Natural Gas (LNG) marine terminal facility located in Corpus Christi, Texas. This was the first greenfield export facility in the United States. The project—which includes two liquefaction trains, two storage tanks, two vessel docks, and a 22-mile (35-kilometer) natural gas supply pipeline—will have an expected aggregate production capacity of 9 million metric tons per year. The terminal structures such as mooring and breasting dolphins, platform, sheet pile and bulkhead, trestles, and shroud were analyzed and designed for wave, tornado, berthing, mooring, and seismic loads. Produced design calculations and IFC structural drawings.

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of ITB 18-12. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

Tender Marine Construction / Cloud 9 Services

NAME: Michael Williams **TITLE:** Senior Project Manager

ADDRESS: 1201 W. Jackson St.

CITY: Orlando **STATE:** FL

AUTHORIZED SIGNATURE: [signature] **DATE:** 6/21/18

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

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

ADDENDUM No. 2

The following changes are applicable to the original documents and specifications of ITB 18-12. This Addendum No. 2 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

Michael Williams

NAME: Cloud 9 Services/Fenders **TITLE:** Sr. Project Manager

ADDRESS: 1201 W. Jackson St. Orlando. Fl. 32805

CITY: Orlando **STATE:** Fl

AUTHORIZED SIGNATURE: [signature] **DATE:** 6/21/18

City of Fernandina Beach, Florida
Addendum No. 3
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

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

ADDENDUM No. 3

The following changes are applicable to the original documents and specifications of ITB 18-12. This Addendum No. 3 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

Cloud 9 - Fender Marine

NAME: Michael Williams **TITLE:** Sr. Project Manager

ADDRESS: 1201 W. Jackson St

CITY: Orlando **STATE:** Fl

AUTHORIZED SIGNATURE: [signature] **DATE:** 6/21/18

City of Fernandina Beach, Florida
Addendum No. 4
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

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

ADDENDUM No. 4

The following changes are applicable to the original documents and specifications of ITB 18-12. This Addendum No. 4 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

Cloud 9 Services / Fender Marine Construction

NAME: Michael Williams **TITLE:** Sr Project Manager

ADDRESS: 1201 W. Jackson St.

CITY: Orlando **STATE:** Fl

AUTHORIZED SIGNATURE: [signature] **DATE:** 6/21/18

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2018

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
Kelly White & Associates Insurance, LLC
P.O. Box 350909
Jacksonville FL 32235

CONTACT NAME: HOUSE
PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No):
E-MAIL ADDRESS: kelly@kwhiteinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Continental Casualty Company	20443
INSURER B :	Continental Casualty Company	20443
INSURER C :	Continental Casualty Company	20443
INSURER D :	American Interstate Ins Co	31895
INSURER E :	Continental Casualty Company	20443
INSURER F :		

INSURED
Cloud 9 Services, Inc. dba: Fender Marine Construction
1201 W Jackson St
Orlando FL 32805-2241

COVERAGES CERTIFICATE NUMBER: CLOU18062115581131 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Primary & Non-Contributory X Broadened Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6045643040	12/20/2017	12/20/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6045643037	12/20/2017	12/20/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 50,000			6045643068	12/20/2017	12/20/2018	EACH OCCURRENCE AGGREGATE Products/Completed	$ 2,000,000 $ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCFL2635592017	12/23/2017	12/23/2018	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	USL&H 6006F $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Blanket Coverage on Short-Term Equipment Rented/Leased			6045643040	12/20/2017	12/20/2018	Per Occurence Per Item	200,000 100,000

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

CERTIFICATE HOLDER
City of Fernandina Beach
204 Ash St
Fernandina Beach FL 32034

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-12
SOUTHERN ATTENUATOR – FERNANDINA HARBOR MARINA

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **SOUTHERN ATTENUATOR.**

The City will receive sealed bids at the location stated below not later than **2:00pm**, **June 25, 2018.**

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2017-2018 budget.

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

The original bid submittal (**1 original, 3 copies and 1 electronic version, cd or thumb drive)** must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #18-12** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #18-12**
204 Ash Street
Fernandina Beach, FL 32034

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

The bid shall be submitted on the specified. The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

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

INSURANCE REQUIREMENTS
Insurance requirements are outlined in the contract.

BOND REQUIREMENTS
Bid bonds requirements are outlined in the contract.

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

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

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

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

EXHIBITS

EXHIBIT “A”	Contact Sheet
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

EXHIBIT "A"

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No
Accounting Contact:

Name: _____**Title:**_____

Email Address: _____ **Phone:** _____

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

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

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

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

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a
   pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n 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 vendor 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 vendor list. (Please attach a copy of the final order.)
   ____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

_____
Notary Public
My Commission expires:

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____PHONE:_____

NAME (TYPED OR PRINTED):_____TITLE:_____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"
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

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

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

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

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

_____

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 20___, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires:_____

Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

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

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

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

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

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

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

_____

Firm Date

_____

Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS

The terms used in these Instructions to Bidders shall have the meanings assigned to them herein which are applicable to both the singular and plural form thereof.

1.1 Owner: City of Fernandina Beach

1.2 Marina: The Fernandina Harbor Marina is a municipal wetslip marina facility with approximately 56 dedicated wetslips and approximately 2,800 LF of side-tie dockage. The marina is located in downtown Fernandina Beach, Florida at the foot of Centre Street in the Amelia River adjacent to the Atlantic Intracoastal Waterway (AIW)

1.3 Project: The Project is the entirety of the works as described in these Bid Documents.

1.4 Owner's Representative: The City Manager or his designee, will serve as the Owner's Representative for the Project.

1.5 Contractor: The Contractor is the Design-Build Firm that submits the preferred bid as determined by the Owner and the Design Criteria Professional and is contracted to perform the work.

1.6 Design-Build Firm: The Design-Build Firm means a partnership, corporation, or other legal entity that is certified under Florida Statutes (FS) 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or is certified under FS 471.023 to practice or to offer to practice engineering; certified under FS 481.219 to practice or to offer to practice architecture.

1.7 Design Criteria Package: The Design Criteria Package means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid. The Design Criteria Package specifies performance-based criteria for the construction project, including drawings and specifications.

1.8 Design Criteria Professional: The Design Criteria Professional is the Owner's Consultant who has prepared Design Criteria Package, performance specifications, and Drawings for design-build elements of the work and will be responsible for review of Contractor provided designs for the design-bid-build elements. Applied Technology & Management will serve as the Design Criteria Professional for the Project.

1.9 Engineer: For design-build elements (floating docks, associated anchor piling, and utilities), the Engineer is the Contractor's qualified Florida Professional Engineer, who shall be responsible for the final design and certification of the design-build elements of the project.

1.10 Florida Public Utilities: Local electrical utility provider and installer of high voltage scope of work. FPU may also provide deactivation and demolition of some existing landside primary power service. Note that the Contractor is responsible for the low voltage scope of work. Contact: RJ Sicre (561-601-6311).

1.11 Geotechnical Engineer: The Owner's geotechnical consultant, who prepared the supplemental geotechnical information for the project, is Universal Engineering Sciences (UES) Contact: Stephen R Weaver, PE (904-296-0757). Atlanta Testing & Engineering performed the 1997 Geotechnical Exploration at the site. Both geotechnical reports are available in the Appendix.

1.12 Bid Documents: Includes the Instructions to Bidders, the Bid Form, the Form of Construction Contract, the Bid Drawings, and the Technical Specifications.

1.13 Substantial Completion: Any portion of the work that is fully tested, commissioned, and may be put to use by the Owner for its intended use will be considered Substantially Complete.

2.0 PROJECT SCOPE

2.1 Elements of Work:

The project involves the following primary elements:

- Demolition & Removal: Demolish southern attenuator floating docks, utilities, anchor piling, over water building, and building foundation floating dock system as indicated in the Drawings. The existing gangway to the attenuator (Dock 1) will be removed for reuse. Reference Drawings.
- Floating Docks: Design and install a new floating attenuator (south end of Dock 1) as indicated in the Bid Drawings. This includes the installation of the complete floating dock system, a new ADA gangway, anchor piles, and all engineering to support the selected manufacturer's proprietary system. All dimensions of the docks shown in the Bid Drawings should be followed to the extent practicable. Some minor allowances will be made to accommodate proprietary dock designs, as long as regulatory permits are not affected. Reference Drawing sheets.
- Marine Utilities: Install new marina utilities as indicated in the Bid Drawings. The key utility elements include:
    - Marine electrical. Reference Drawings.
    - Potable water. Reference Drawings.
    - Dry fire standpipe system on the floating attenuator. Reference Drawings.

All materials, equipment, and assembled systems shall be new (unless noted otherwise in the Drawings and Specifications), complete, and ready for Owner's use at completion of the Work. The Bid shall include all protections, temporary work, earthwork, environmental protection and monitoring, penetrations, testing, and inspections required to complete the Work for handover to the Owner at completion.

State and federal permits will be provided to the Contractor prior to construction. Conditions of permit are presumed to be described in the Bid Documents. If final permit conditions that are not

envisioned in the Bid Documents are required, Contractor and Owner's Representative shall negotiate change in scope of work from the basis for this bid.

2.2 Design Responsibilities:

The design status and responsibilities for each of the primary elements shall be as indicated below:

- Floating Attenuator: The Drawings and Specifications related to the floating attenuator as provided in this Bid package should be considered schematic in nature. The final design of the floating dock shall be the responsibility of the Contractor and/or their supplier(s) and shall conform to the design and performance criteria described in the Technical Specifications. The design shall be completed by a registered Florida Professional Engineer.
- Marine Utilities: The Drawings and Specifications related to the floating attenuator utilities (electric, water, and fire protection) as provided in this Bid package should be considered schematic in nature and defines the intent of the project scope. The final design of the marine utilities shall be the responsibility of the Contractor and/or their supplier(s) and shall conform to the design and performance criteria described in the Technical Specifications and subject to the applicable adopted codes. The design shall be completed by a registered Florida Professional Engineer.

The geotechnical information provided in the Bid Documents is provided for information only and the Owner and Design Criteria Professional claim no responsibility for the thoroughness thereof. The Bidder should be prepared to conduct any additional required investigations of their own to satisfy themselves with regard to existing geotechnical conditions prior to completing their design of applicable project elements.

2.3 Work Plan & Construction Schedule:

Bidders shall submit a detailed Work Plan and schedule with the Bid. The Work Plan must include, at a minimum, the date of commencement, proposed sequencing, and dates for Substantial and Final Completion.

Times and dates for any diving activity will be required to be submitted ten days in advance for approval and coordination by the Owner's Representative.

2.4 General Guidelines:

The City of Fernandina Beach Code of Ordinances (Section 42-142) limits the use of noise-producing equipment to the hours between 7:00a and 8:00p.

The Project site is a riverine marina and parking lot with an on-site restaurant adjacent to commercial real estate consisting of shops, restaurants, and lodging facilities. The Contractor shall be required to submit with their Work Plan a list of potential noise mitigation strategies which the Owner's Representative may present to the City of Fernandina Beach to facilitate project permitting.

The Contractor must arrange for their own construction debris and trash collection and disposal on a daily basis.

The Contractor is responsible for complying with any and all local and national labor laws as well as all applicable local, state, and federal regulations and work authorizations.

2.5 Site Access, Staging and Storage:

The Contractor will propose a staging plan with the Work Plan that will delineate preferred areas and time periods for staging and storage areas for approval by the Owner's Representative. The Marina is expected to remain operational throughout the Project, and the Contractor should seek to minimize impact to parking, access, and enjoyment by the Marina guests. Contractor is responsible for ensuring that the staging/lay-down area does not conflict with proposed construction activities.

2.6 Shop Drawings:

No fabrication in installation of any element or system shall take place until Contractor's Shop Drawings and material submittals are reviewed and accepted by the Design Criteria Professional. This includes design submittal (including calculations and Shop Drawings) for design-build elements which must be reviewed by the Design Criteria Professional for compliance with the performance criteria established in the Drawings and Technical Specifications.

2.7 Building Permits:

The Contractor shall be responsible for procurement of all other applicable local construction and trade permits and adhere to all applicable building codes. The Contractor shall provide the Owner's Representative with a copy of any and all local building permits. The cost of all licenses/approvals to do the work shall be the Contractor's responsibility.

2.8 Regulatory Approvals:

The Contractor shall comply with all stipulations of the state, federal, and local permits and regulations. The Design Criteria Professional has applied for the necessary USACE and FDEP permits. The Owner expects to receive all state and federal authorizations prior to issuing the Notice to Proceed. The Contractor will be responsible for complying with any additional, unforeseen permit conditions. If State or Federal agencies include specific permit conditions that are not delineated in the Bid Documents, a change order will be processed to account for the change in scope.

3.0 BIDDING

3.1 Copies of Bid Documents:

Bid documents will be provided electronically via email.

3.1.1 Complete sets of Bid Documents must be used in preparing Bids; the Owner, Owner's Representative, and the Design Criteria Professional do not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3.1.2 The Owner and Design Criteria Professional, in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3.1.3 In the event of any ambiguities arising in the Contract Documents, the Contract for Construction will take precedence over these Bid Documents.

3.2 Qualifications of Bidders: (not used)

3.3 Subcontractors, Suppliers and Others:

Contractor shall submit a list of all Subcontractors, Suppliers and Consultants proposed for the Work. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, and Consultant. This list shall be submitted with the Bid.

3.3.1 If after due investigation, the Owner's Representative has reasonable objection to any proposed Subcontractor, Supplier or Consultant, the Owner's Representative may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid Price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to another responsive and responsible Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. Any Subcontractor, Supplier or other party listed and to whom the Owner's Representative does not make written objection prior to giving of the Notice of Award, will be deemed acceptable to the Owner.

3.3.2 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

3.4 Examination of Bid Documents and Site: It is the responsibility of each Contractor, before submitting a Bid, to take the following measures, at a minimum:

3.4.1 A pre-bid conference will be held at the marina on Tuesday, June 5th, 2018 at 9:00a. Bidders are required to attend.

3.4.2 To satisfy themselves by personal examination of the general, local, and site conditions of the proposed Work, a pre-bid site meeting will be scheduled with the Owner's Representative at a convenient time prior to bid submissions.

3.4.3 To examine thoroughly the Form of Construction Agreement and other related data identified in the Bid Documents including "technical" data referred to in subsequent sections.

3.4.4 To examine thoroughly the requirements of the Work and the accuracy of the estimate of the quantities of the Work to be done.

3.4.5 To consider governmental and local laws and regulations that may affect cost, progress, performance or furnishing of the Work.

3.4.6 To study and carefully correlate Bidders knowledge and observations with the Bid Documents and such other related data.

3.4.7 To promptly notify the Owner's Representative of any and all conflicts, errors, ambiguities or discrepancies which Contractor has discovered in or between the Bid Documents and any other related documents.

3.4.8 Owner, Owner's Representative, and the Design Criteria Professional are not responsible for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to existing utilities or mechanical, electrical, anchorage, or plumbing systems, or underground conduits or tunnels ("Systems"). The Contractor shall make every effort to locate other possible unknown utility lines and Systems and protect them. The Contractor will be held responsible for the workmanlike repair of any damage done to any Systems during work under this contract. The Contractor shall familiarize himself with the existing conditions and be prepared to adequately care for and safeguard himself and the Owner and Owner's Representative from damage.

3.4.9 Before submitting a Bid, each Bidder shall be responsible for obtaining such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

3.4.10 The project site is subject to unpredictable and potentially extreme environmental conditions, including impacts from tropical cyclones. The Contractor shall account for this to the extent practicable in their bid and will be required to submit a detailed Storm Preparedness and Management Plan prior to construction.

3.4.11 The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with all requirements listed in this section, that without exception the Bid is premised upon performing and furnishing all Work required and implied by the Bid Documents and applying the specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated or expressly required by the Bid Documents; that Bidder has given the Owner's Representative written notice of any and all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bid Documents and the written resolutions thereof by the Owner's Representative is acceptable to Bidder, and that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

3.5 Interpretations and Addenda All questions about the meaning or intent of the Bidding Documents are to be directed to Ms Wanda Weaks via email (wweaks@fbfl.org).

Interpretations or clarifications considered necessary by the Owner in response to such questions shall be issued by Addenda emailed to all parties recorded by the Owner as having received the Bid Documents. Questions received less than ten (10) days prior to the date for opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. Addenda may also be issued electronically to modify the Bidding Documents as deemed advisable by Owner.

3.6 Submission of Bids:

Bids are due to the Owner in both hard copy and electronic format, (CD or thumb drive) and shall be sent to the following:

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
Office (904) 310-3115
Fax (904) 310- 3454

Bids shall be opened and (unless obviously non-responsive) read publicly at the place where Bids are to be submitted. The due date of bids shall be June 25th, 2018 at 3:00p.

3.6.1 Respondents are cautioned to **assure actual delivery** of responses, either hand delivered or mailed via U. S. mail or overnight courier, directly to the place indicated above **prior to the deadline set for opening responses.** Responses delivered after the established deadline may not be accepted. Responses submitted via e-mail only (i.e. – without a hardcopy) may not be accepted.

3.6.2 In order for a Bid to be considered responsive, it must include the following specific elements, at a minimum:

- Completed Bid Form
- Executed Signature Page including Acknowledgement of Bid Addenda
- Statement of Qualifications
  - Experience List
  - Reference List
  - Contractor's License
- List of Proposed Sub-contractors, Consultants, and Suppliers
- Preliminary Work Plan & Schedule
- Proof of Ability to Bond the full amount of the work indicated in the Bid Form
- Sample Certificate of Insurance meeting the requirements outlined in the "Insurance Requirements for General Contractors, Subcontractors & Vendors"
- Equipment List
- Preliminary Staffing Plan

3.7 Bids to Remain Subject to Acceptance:

All Bids shall remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid, in writing, prior to that date.

3.8 Award of Contract:

The Owner reserves the right to reject any or all Bids including, without limitation, the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids, and to reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by the Owner. The Owner also reserves the right to reject the Bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to properly perform under this award. The Owner reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. The Owner reserves the right to waive any irregularities and technicalities and may, at their discretion, request a re-bid.

3.8.1 The Owner also reserves the right to waive all informalities not involving price, time or changes in the Work, and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices shall be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum. Discrepancies between words and figures shall be resolved in favor of the words.

3.8.2 Upon opening of bids, the Owner shall determine whether or not the bids are responsive to the prescribed requirements of the Contract Documents. Thereafter, in evaluating responsive bids, the Owner shall consider the qualifications of Bidders, start dates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

3.8.3 The Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as prescribed in these Bid Documents. The Owner also may consider the operating costs, maintenance requirements, condition and performance data of equipment described in Bid submittal and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award. The Owner reserves the right to reject Bids, based upon the above-described informational submittals.

3.8.4 The Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.

3.8.5 If the Contract is to be awarded, the Contract shall be awarded to the Bidder with the Bid that provides the greatest value and is in the best in interest of the Project. Owner shall evaluate bids based on the following general criteria:

- Quality and practicability of approach, with respect to materials used, methods of demolition, construction and installation
- Conformance with technical specifications and layout requirements

- Time encumbered in demolition, procuring materials and optimization of construction schedule
- Contractor experience with similar projects and history/reputation
- Cost

3.9 Signing of Agreement:

The Agreement shall be between Owner and Contractor.

When the Owner gives a Notice of Award to the apparent Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within five (5) days thereafter the Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within five (5) days thereafter the Owner shall deliver one fully signed counterpart to the Successful Bidder.

3.10 Payment and Retainage:

Progress payments and final payment will be issued by the Owner to the Contractor in accordance with the Contract for Construction. Progress payments will be subject to a 10% retainage, the cumulative sum of which will be released with the final certification of payment at Final Completion as certified by the Design Criteria Professional and with Owner's consent, and upon receipt of all necessary lien waivers.

The Unit Costs provided in the attached Schedule of Values (Exhibit A) shall be considered the basis for Change Notices or future additional work not currently delineated in the Bid Documents.

3.11 Liquidated Damages:

Upon failure of the Contractor reach the milestones agreed to in the Contractor's Work Plan, the Contractor shall pay the Owner $0.30 per linear foot of dockage per day for the total dockage that has not been certified as Substantially Complete.

These amounts are not required as penalty or forfeiture, but as liquidated damages to the Owner.

3.12 Insurance Requirements:

No work shall commence until The Contractor obtains, at his own expense, insurance as will protect both the Owner and Contractor from any and all claims for personal injury, death, property damage, workmen's compensation or other claims arising from performance of the Contract. Such insurance must be maintained for the duration of the work and have the approval of the Owner as to limit, form, and amount. The Contractor shall not permit any Sub-Contractor to commence work on this project until the same insurance requirements have been complied with by the Sub-Contractors.

3.12.1 Unless otherwise directed in writing by the Owner, the Contractor shall maintain the minimum insurance coverages outlined in "Indemnification and Insurance" as included in these Bid Documents. A certificate from the Contractor's insurance carrier, stating the

amount and nature of the Contractor's insurance coverage shall be delivered to the Owner prior to the Contractor commencing work on the project.

3.12.2 The Contractor shall carry on the work at his own risk. In case of any loss or damage occurring at the Project site by fire, storm, or any other cause, to any equipment, tools, construction supplies, temporary structures, un-erected material, or partially or wholly completed construction prior to final acceptance of the project by the Owner, the Contractor shall, at his own expense, repair or replace the same.

3.12.3 The Contractor shall procure and provide a Performance and Payment Bond for the full value of the Project.

3.12.4 The warranty period for the Project will be the greater of a) the manufacturer's stated warranty for specific components or assemblies of the Project or b) five (5) years.

END OF INSTRUCTIONS TO BIDDERS

EXHIBIT A TO INSTRUCTIONS TO BIDDERS

Schedule of Values

Fernandina Harbor Marina South Attenuator Replacement (ITB 18-12)

25-May-18

	Qty	Unit	Unit Price	Total Price
Demolition				
Demolition - South Attenuator Floating Docks	809 LF	ls		
Demolition - South Attenuator Anchor Piling	66	ea		
Demolition - Overwater Building	1	ls		
Demolition - Overwater Building Floating Foundation	1	ls		
Demolition - Overwater Building Foundation Anchor Piling	9	ea		
Demolition - South Attenuator Utilities	1	ls		
New South Attenuator				
Install Relocated 6' X 30' Aluminum Gangway	1	ls		
Install New 6' X 80' Aluminum ADA Gangway	1	ea		
Install ADA Gangway Landing Pontoons		sf		
Install ADA Gangway Deck Ramp	1	ls		
Floating Docks (including all connections, hardware, cleats, etc.)	11,326	sf		
Floating Dock Anchor Piles		ea		
Slip Utilities (power & water)				
Utility Pedestals	15	ea		
Power Distribution (cabling, panels, etc.)	1	ls		
Water Distribution (piping, valves, fittings, etc.)	1	ls		
Fire Station Safety Pedestals	6	ea		
Safety Ladders	7	ea		
Fire Suppression Standpipe System	1	ls		
New Fuel Service Building/Store				
Install New Building Foundation Pontoons & Pile Guides	1,995	sf		
Furnish Materials & Fabricate New Fuel Service Building	500	sf		
Building Foundation Anchor Piling		ea		
Construction Sub-Total				

General Conditions	Qty	Unit	Unit Price	Total Price
Mobilization	1	ls		
Demobilization	1	ls		
Floating Dock Design	1	ls		
Marine Utilities Design	1	ls		
ADA Gangway, Ramp, & Connection Design	1	ls		
Environmental Protection	1	ls		
Erosion and Sediment Control	1	ls		
Project Surveying and Testing	1	ls		
Payment and Performance Bond (% of Construction Sub-total)		%	-	
Overhead & Profit (% of Construction Sub-total)		%	-	
General Conditions Sub-total				
Project Grand Total (Construction + General Conditions)	-	-	-	

Unsolicited Bid Alternate(s)		***Price Adjustment***

The total price provided below represents a net addition or reduction to the base bid (i.e. - the base bid amount would be adjusted by the provided amount for any unsolicited alternatives). Bidder shall include description of any proposed alternative(s) with their Bid.

	add / (deduct)	
	add / (deduct)	
	add / (deduct)	
	add / (deduct)	
	add / (deduct)	

END OF EXHIBIT A TO INSTRUCTIONS TO BIDDERS

SECTION 01000
GENERAL PROJECT REQUIREMENTS

PART 1 – GENERAL

1.1 GENERAL

A. All work shall be conducted under the observation of the Owner's Representative. The Owner's Representative may direct the Design Criteria Professional or other Owner consultants to conduct site visits and coordination with Contractor from time to time as construction proceeds, and the Design Criteria Professional and other Owner consultants shall have same access privileges as the Owner's Representative. The Owner's Representative shall have free access to any and all parts of the Work at any time. Contractor shall furnish Owner's Representative with such information as may be necessary to keep him fully informed regarding progress and manner of work and character of materials. Presence of the Owner's Representative on-site shall not relieve Contractor from any obligation to fulfill this Contract.

B. The Contractor is hereby notified that the Owner may have other construction activities ongoing on the project site. This may include, but is not limited to, upland site-civil work. The Contractor shall show other contractors on-site courtesy. Staging areas may be shared and Contractor is required to coordinate with other site contractors. In the event of any conflicts the Contractor shall coordinate with the Owner's Representative.

C. The Contractor shall be required to conduct the Work in such manner as to obstruct navigation as little as possible. In any case, if the Contractor's plant or support vessels obstructs the navigable waters making it difficult for the passage of any vessels, Contractor's vessels shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the Work the Contractor shall promptly remove from navigable waters or on shore his plant, including ranges, buoys, piles, and other marks placed by him under his contract. Any equipment moored in navigable waters shall be properly marked with lighted buoys.

D. Prior to construction, the Contractor is required to provide a Notice to Mariners describing the construction operations and work areas. Should the Contractor encounter any unmarked hazards to navigation, it is the responsibility of the Contractor to provide a Notice to Mariners and to immediately notify the Owner's Representative. The Contractor shall provide to the Owner's Representative an original proof of publication for any Notice to Mariners.

E. Any material that escapes or is lost at any time while being loaded or transported, or which is deposited in locations other than those designated on the Drawings or approved in writing by the Owner's Representative, shall be removed and shall be re-deposited where directed by the Owner's Representative at the Contractor's expense.

1.2 OBSERVATION AND COMMUNICATION

A. The Contractor shall have available, at the request of the Owner's Representative, the use of equipment and personnel as may be necessary in checking and inspecting the Work. When requested by the Owner's Representative, the Contractor shall furnish transportation to and from water-based Construction equipment.

B. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Owner and the cost thereof will be deducted from any amounts due or to become due the Contractor.

C. Communication among the Contractor's field foremen and superintendents shall be continuous through the use of hand held two-way radios, cellular phones, etc. In the event of any significant problems, the Contractor shall notify the Owner's Representative and develop recommended actions.

D. The Contractor shall maintain a construction office within the general vicinity of the project work area for the duration of the project. This office shall be open at least during normal daytime working hours. Temporary power and water shall be the responsibility of the Contractor.

E. If during construction, the Contractor observes items that may have historical or archaeological value, such observations shall be reported immediately to the Owner’s Representative so that the appropriate authorities may be notified. A determination will be made as to their significance and what, if any, special disposition of the finds. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent employees from trespassing on, removing, or otherwise damaging such resources.

1.3 CONTRACTOR’S SURVEY AND LAYOUT OF WORK

A. The Contractor shall complete the layout of the work from the monuments, control data, and elevations established by the Design Criteria Professional. The Contractor shall use the reference points established by the Design Criteria Professional as the basis for the horizontal and vertical control systems.

B. The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the benchmarks, control data, and elevations established by the Design Criteria Professional. It shall be the be responsibility of the Contractor to protect and maintain all permanent and temporary benchmarks, stakes and other markers established by the Owner and Contractor throughout the construction of the project unless authorized to remove them by the Owner’s Representative. If the benchmarks or temporary markers are destroyed or damaged by the Contractor prior to their authorized removal, at the discretion of the Owner’s Representative's the benchmarks or temporary markers shall be replaced and the cost deducted from any amounts due or to become due to the Contractor.

C. The Contractor shall be responsible for all measurements that may be required for the execution of the work, subject to modifications that the Owner’s Representative may require to meet changes in conditions at the work site. All temporary markers and stakes placed by the Contractor must be removed upon completion of the project.

1.4 MEASUREMENT FOR PAYMENT

A. The Contractor shall contract directly with a Florida licensed and independent Professional Surveyor. The independent surveyor shall perform all surveys used to substantiate quantities for payment, surveys for acceptance, and as-built surveys. It will be the Contractor's responsibility to coordinate all pre- and post-construction surveys used for pay application and final acceptance with the Independent Surveyor. The Independent Surveyor and Owner's Representative should be notified a minimum of 48 hours prior to the desired time of survey.

1. Minimum Standards: All surveys shall be performed according to requirements of applicable sections of Florida Minimum Technical Standards Chapter 5J-17.051 to 5J-17.053, F.A.C..

B. The Owner reserves the right to make any supplemental surveys to verify/confirm Contractor's surveys.

1.5 DRAWINGS AND DOCUMENTS

A. A minimum of one (1) complete set of Drawings and Documents (with permits) shall be kept in the Contractor's field office at all times during project construction.

B. The Contractor shall maintain a separate set of full-size Drawings, marked up in red, to indicate current, as-built conditions. These drawings shall be maintained at or near the site in a current condition at all times until completion of the work. These drawings shall be available for review by the Owner's Representative at all times. All variations from the Drawings, for whatever reason, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the Drawings. The marked-up drawings may be utilized for preparation of the as-built drawings, but may not be substituted for the as-built drawings.

1.6 AS-BUILT DRAWINGS

A. At the completion of the Work, the Contractor shall submit to the Owner's Representative, a set of as-built drawings and all supporting survey data used to compile the as-built drawings. The Contractor will also provide any CAD files created in preparation of the as-built drawings. This information must be submitted to the Owner's Representative within fourteen (14) calendar days of the completion of the Work.

B. The Contractor shall sign the as-built drawings in the following manner: "I CERTIFY THAT THESE DRAWINGS INDICATE CONSTRUCTION AS ACTUALLY PERFORMED AND ARE AN ACCURATE REPRESENTATION OF THE SPECIFIED WORK." The Owner reserves the right to withhold final payment until acceptable as-built drawings have been submitted.

1.7 CONTRACTOR QUALITY CONTROL PLAN

A. The Contractor must submit a Contractor Quality Control (CQC) Plan within 15 days of the Notice to Proceed (NTP). The CQC Plan is the means of assuring that all items of work are in conformance with the drawings and specifications, and describes the Contractor's inspection and test procedures. The Contractor shall establish and maintain a quality control system for all work to assure compliance with contract requirements and record his inspections and tests under this system, including but not limited to the following:

1. Contractor will be required to prepare and maintain a daily report of operations and furnish copies thereof to the Owner's Representative. A daily report form shall be submitted for review and approval. The form shall at minimum include: a daily equipment report, personnel working, work performed, report weather and significant occurrences.

Construction delays, communications, environmental site conditions, testing performed, and change directives shall be summarized on the Daily Report.

2. Take daily progress surveys to assure construction is located in proper positions and elevations, etc.

3. Contractor shall be responsible to ensure that any stockpiled or excavated material and staged construction materials are not allowed to flow or extend outside the designated disposal/work areas.

4. Personnel shall be assigned, or designated, by each subcontractor to perform inspections and control the quality of the work as required. These personnel shall be other than those performing the work being inspected. Qualifications of all quality control personnel must be included in the CQC Plan. Quality Control Personnel may be designated from positions such as the Project Superintendent, non-working foreman or specific quality control representative. Quality control representation must be continually available to oversee field operations.

1.8 CONSTRUCTION SCHEDULE

A construction schedule is to be submitted by the Contractor and include the following:

A. The Contractor is required to prepare in advance and submit at the time of the project preconstruction meeting a detailed critical path method (CPM) project schedule in Owner-approved software. This schedule is subject to the review and acceptance of the Owner's Representative.

B. The schedule shall show a complete sequence of construction activities, including submittals, reviews, procurement of materials, inspections and surveys, identifying work for the complete project in addition to work requiring separate stages, as well as any other logically grouped activities. The schedule shall indicate the early and late start, early and late finish, major construction milestones, materials and equipment manufacture and delivery, logic ties, float dates, and duration. Critical path for each identified project milestone, as well as the overall project, shall be included.

C. The Contractor shall revise and resubmit for approval the schedule as required by the Owner's Representative when progress is not in compliance with the original schedule. The prime contractor shall submit revised project schedules with each and every application for monthly progress payment identifying changes since the previous version of the schedule.

D. The schedule shall indicate estimated percentage of completion for each item of work at each and every submission.

E. The failure of the Contractor to submit, maintain, or revise the aforementioned schedule shall enable the Owner, at its sole discretion to withhold up to 20% of the monthly progress payment otherwise due and payable to the Contractor until the schedule has been submitted to and accepted by the Owner's Representative as to completeness and conformance with the required provisions.

F. No changes shall be made to the construction schedule without the prior written approval of the Owner's Representative. Any progress payments made after the scheduled completion date shall not constitute a waiver of this paragraph or any damages.

G. The Contractor shall submit monthly to the Owner's Representative an updated CPM schedule and narrative report. The report shall identify potential problem areas; current and anticipated delaying factors and their impact; actions taken or proposed; proposed changes in CPM schedule logic; out of sequence

work; and any other topics related to job progress or scheduling. The Contractor shall update the most recent schedule to incorporate all current schedule information, including actual progress, approved adjustments of time and proposed changes in sequence and logic.

H. Progress status shall be evaluated by the activities on the critical path at the time of updating. If the current updated CPM schedule indicates that the contract progress is 10 days or more behind the planned schedule, as determined by the Owner's Representative, the Contractor shall submit to the Owner's Representative a revised CPM schedule with an explanation of corrective action to be taken or proposed by the Contractor to complete the project within the time specified. Negative float indicates the activities are behind schedule and positive float indicates status ahead of schedule or a non-critical activity.

I. If the Contractor or the Owner's Representative considers that an accepted or anticipated change will impact the critical path or contract progress, a schedule analysis and revised CPM schedule supporting the proposed adjustment of time shall be submitted to the Owner's Representative for discussion, review and acceptance. All changes shall be shown as separate activities or groups of activities and entered into the relevant part of the accepted network schedule current at the time of change. If such a revision is not available, the Owner's Representative may, at his option, construct and utilize the project as-built schedule, or other recognized method of delay impact analysis. In case of a deductive change reducing the quantity of work to be done under affected activities, the estimated duration of these activities shall be adjusted to reflect the reduced quantities of work. The Contractor shall submit a written report, describing the adjustments and reasons for the adjustments, and the impact of the changes.

J. Changes or delays that do not affect the controlling operation or operations on the critical path will not be considered as the basis for a time adjustment. Changes or delays that do affect the controlling operation or operations on the critical path will be considered in granting an extension of time for completion of the contract only if the total float is absorbed by the delay.

1.9 CONTINUATION OF WORK

A. All work shall continue until: (1) progress has reached substantial completion for the project; or (2) the Owner has issued an order to the Contractor to cease operations.

1.10 SUBMITTALS

A. Refer to Specifications Section 01300, Submittals for requirements.

B. Submittals must be included in the CPM activity analysis. Contractor must to allow ample time for the review process of a submittal (a minimum of 15 days) and lead time to procure materials for incorporation into the work. Within 15 days after Notice To Proceed, the Contractor shall develop a Submittal Register for acceptance by the Owner's Representative. The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the scheduled submittal date shown on the approved Submittal Register.

C. The Contractor shall submit all items listed on the Submittal Register. The Owner's Representative may request submittals in addition to those listed on the Submittal Register.

D. The Contractor shall complete "contractor schedule date" column and return two (2) completed copies of the Submittal Register to the Owner's Representative for acceptance within 15 calendar days after Notice to Proceed for acceptance. The accepted Submittal Register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

1.11 CLIMATIC CONDITIONS

A. On calm days, waves at the project site are generally due to passing vessel wakes in the adjacent waterway. However, prolonged winds from the NNW and WSW can create significant wind waves [see 02852, FLOATING DOCKS (ATTENUATOR) Section 1.5 C]

B. Water levels in the project area are primarily affected by tidal fluctuations of the Atlantic Ocean and the Amelia River. The project area is also subject to storm surges and wave and wind setup due to hurricanes, tropical storms, and extratropical storms. Local estimated tidal ranges and datums for the site are shown on the Drawings and 02852, FLOATING DOCKS (ATTENUATOR) Section 1.5 C.

C. The project area is subject to tropical storms and hurricanes from June through November, and to windy and rainy weather, including severe electrical storms and other sudden and locally severe meteorological occurrences that approach hurricane conditions, during any time of the year. The Contractor shall maintain full-time monitoring of the marine weather broadcasts and other local commercial weather forecasting services that may be available. It shall be the Contractor's responsibility to obtain information concerning rain, wind and wave conditions that could influence his construction operations.

1.12 STORM PREPAREDNESS AND MANAGEMENT PLAN

A. The Contractor shall maintain full-time monitoring of the local and regional weather broadcasts, and avail themselves of such other local commercial weather forecasting services as may be available. These information broadcasts shall be the Contractor's primary source in the decision process to implement action under the approved storm plan.

1.13 NON-CONFORMING WORK

A. The Contractor shall remove and replace any work not conforming to the Drawings or Specifications upon written order by the Owner’s Representative. Any cost caused by reason of this non-conforming work shall be borne by the Contractor.

1.14 ACCIDENT PREVENTION AND FIRST AID PLAN

A. The Contractor shall submit an Accident Prevention and First Aid Plan to the Owner’s Representative 15 days prior to commencement of construction.

1.15 EMERGENCY RESPONSE PLAN

A. The Contractor shall submit an Emergency Response Plan to the Owner’s Representative 15 days prior to commencement of construction. The plan must include at a minimum:

1. A site description and evaluation

2. Assessment and risk analysis

3. Emergency equipment available

4. Medical equipment and personnel available

5. Clean up procedures

END OF SECTION

SECTION 01060
ENVIRONMENTAL PROTECTION

PART 1 – GENERAL

1.1 SUMMARY

A. The work specified in this section consists of providing all equipment, materials and labor and performing all work required to prevent unacceptable adverse environmental impacts, pollution and damage as a result of construction operations. For the purpose of this specification, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and historical purposes. The control of environmental pollution requires consideration of air, water, and land resources.

B. All environmental resources within the project boundaries and those affected outside the limits of permanent work under this Contract shall be protected throughout project duration and shall be the Contractor's responsibility until notice of final project acceptance. The Contractor shall confine his activities to areas defined by the Drawings and Specifications.

C. It is the Contractor's responsibility to investigate and comply with all applicable local and federal laws and regulations governing environmental protection. Assurance of compliance with this section by any Subcontractors on the project shall be the responsibility of the Contractor. Where conflicts occur between these Specifications and the regulatory permits, the requirements set forth in the regulatory permits shall govern.

D. Contractor shall provide and maintain during the life of the Contract, environmental protective measures including, but not limited to, a spill contingency plan and appropriate spill containment equipment. Contractor shall provide environmental protective measures required to correct conditions, such as oil spills or debris that occur during the construction operations. Contractor must comply with all regulations pertaining to protection of water and land resources, and protection from air and noise pollution.

E. Contractor shall provide temporary erosion and sediment control in all areas affected by the Work. Permanent erosion control will be required on unstabilized slopes. Runoff from disturbed areas within the construction site shall be controlled by construction of berms to retard and divert runoff to detention areas. Other methods (based on Best Management Practices and as specified in the construction authorizations) shall be utilized as necessary to effectively prevent erosion and control sedimentation. Contractor shall submit shop drawings of all proposed erosion control measures including but not limited to silt fence, sandbagging, hay bales and floating silt barriers for approval prior to construction.

F. Discarded materials, other than those which can be included in the solid waste category, shall be handled as directed by the Owner's Representative.

1.2 ENVIRONMENTAL COMPLIANCE

A. The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Monitoring of all water resource areas affected by construction activities shall be the responsibility of the Contractor. The Contractor shall not discharge or permit discharge into the waters of canals, waterways, ditches, etc., fuels, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable laws and regulations governing pollution of waters. All work shall be performed in such a manner that objectionable conditions shall not be created in waters through or adjacent to the project areas. Contractor shall conduct any specific monitoring or other related requirements as specified in the construction authorizations.

B. Noncompliance: The Owner's Representative will notify the Contractor and the applicable regulatory agencies in writing of any observed noncompliance with applicable BMPs and/or laws, regulations or any elements of the environmental permits. The Contractor shall be required to take immediate corrective action. The regulatory agency will determine if any corrective action is required and the Owner's Representative will notify the Contractor. Such actions may include discontinuing construction of the project until the Contractor complies with the Environmental Protection Plan. The Contractor shall comply and require all subcontractors to comply with all applicable Federal, State or local laws or regulations, permits, easements and all elements of the Environmental Protection Plan. The Contractor shall be liable for any actions, fines, damages, or delays resulting from any violation or non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or subcontractors. The Contractor shall immediately notify the Owner's Representative of any non-compliance with the permits, easements or terms and conditions of the contract documents including the Contractor's Environmental Protection Plan.

PART 2 – PRODUCTS (Section Not Used)

PART 3 – EXECUTION

3.1 GENERAL

A. Install temporary erosion and sediment control prior to clearing and commencing earthwork. Install turbidity curtains prior to initiating any in-water work. Maintain all temporary erosion and sediment control measures during active construction, until project completion.

B. Conduct all site work, earthwork, and coastal structures construction operations in a manner to minimize turbidity. Work shall conform to all water quality standards as may be prescribed in the construction authorizations and permits.

C. The Contractor shall implement a water quality monitoring program. Contractor shall submit details of the methodology, quality control measures, personnel, and schedule to the Owner's Representative prior to commencement of construction, for review and approval. Contractor shall not deviate from approved plans unless provided in writing by Owner's Representative.

D. The Contractor shall prepare drawings showing locations of proposed temporary excavations or embankments for haul roads, material storage areas, sanitary facilities and stockpiles of debris or spoil materials. The plan shall include the measures to be taken for flagging and marking the limits of use areas.

3.2 ENVIRONMENTAL PROTECTION PLAN

A. Within fifteen (15) days following Notice of Award, the Contractor shall submit a written Environmental Protection Plan to the Owner's Representative. The Environmental Protection Plan shall include but not be limited to the following:

1. Oil Spill Contingency Plan

2. Storm Preparedness and Management Plan

3. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.

4. Methods for Protection of Features and Habitats to be Preserved within Authorized Work Areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e. all air and water quality, fish and wildlife, soil, historical, archeological and cultural resources, marine turtles, manatees and all marine areas. The Contractor shall provide written assurance that immediate action will be taken to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in the Environmental Protection Plan.

B. The Contractor shall identify the person responsible for implementing the Environmental Protection Plan. The Contractor's responsible person shall have the responsibility and authority to act on behalf of the Contractor in all environmental protection matters and shall report directly to the Contractor's top management.

3.3 TURBIDITY CONTROL AND WATER QUALITY MONITORING (not used)

3.4 EROSION AND WATER POLLUTION CONTROL

A. Contractor's program to control water pollution shall include a storm water pollution prevention plan to prevent, to the extent feasible, any net increase in pollution of storm water runoff from entering waterways.

B. Sediment basins and traps, perimeter berms, filter fences, berms, sediment barriers (hay bales), vegetative buffers and other measures intended to trap sediment and/or prevent the transportation of sediment onto adjacent properties, or into existing waterbodies, must be installed, constructed or, in case of vegetative buffers, protected from disturbance, as a first step in the land alteration process. Provide routine maintenance of permanent and temporary erosion control features until the project is completed and accepted.

C. Water from trenches and excavations, and from spoil dewatering areas, shall be disposed of in such a manner as will not cause injury to public health nor to public or private property, nor to existing work, nor to the work completed or in progress, nor to the surface of roads. Methods of disposal shall not cause erosion or siltation, and shall conform to requirements of the project permits.

D. Fill material stockpiles shall be protected at all times by on-site drainage controls which prevent erosion of the stockpiled material. Control of dust from such stockpiles may be required, depending upon their location and the expected length of time the stockpiles will be present. In no case shall an unstabilized stockpile remain after thirty (30) calendar days.

3.5 PROPERTY AND VEGETATION PROTECTION.

A. The Contractor shall not remove, cut, deface, injure, or destroy land resources including, but not limited to vegetation, trees, shrubs, mangroves, vines, grasses, top soil, structures, pavement, fencing, roadways, irrigation equipment and land form unless directed to do so on the Construction Plans. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized by the Owner's Representative. The Contractor shall be responsible for the replacement of any damaged or destroyed property or vegetation, to the satisfaction of the Owner's Representative. Failure to replace damaged or destroyed property or vegetation by the Contractor shall result in replacement by the Owner, and all costs of replacement shall be deducted from monies due or to become due to the Contractor. The Contractor shall be liable for any non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or subcontractors.

3.6 POLLUTION PREVENTION

A. The Contractor shall continuously monitor and manage all construction activities to comply with the following environmental requirements for pollution prevention. The Contractor shall maintain constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities continue.

1. Air. The Contractor shall make all possible efforts to minimize air pollution. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall comply with the applicable air pollution standards of the State of Florida (Chapter 403 Florida Statutes and others) and all Federal emission and performance laws and standards.

2. Noise Control. The Contractor shall make all possible efforts to minimize noise during operations. All hauling equipment used on this work shall be equipped with satisfactory mufflers or other noise abatement devices. The Contractor shall conduct these operations so as to comply with all Federal, State, and local laws pertaining to noise. The use of horns, whistles, and signals shall be held to the minimum necessary in order to ensure as quiet an operation as possible while maintaining safety and meeting OSHA minimum standards/requirements.

3. Sanitary Facilities. The Contractor shall supply and maintain, at minimum, one (1) temporary sanitary facility for the use of employees and subcontractors. The facility shall be conveniently located at the Contractor's submitted and approved staging area. Sanitary facilities shall be of an approved chemical type with regular servicing, as approved by the Owner's Representative and the City of Fernandina Beach. The Owner's Representative can direct the Contractor to clean or replace the sanitary facility based on odor.

4. Solid Wastes. Solid wastes shall be placed in containers, which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination of water, soil, or air. No steel, cables, wire, pipe, drums or any other debris shall be disposed overboard. No burial of waste materials by the Contractor will be permitted. The Contractor shall at all times keep the Project Area free from accumulations of waste material or debris caused by his or her employees or work and shall remove same when necessary or required by the Owner's Representative. All receptacles must be maintained and predator proof.

5. Fuel Transfer. On-water transfers of fuel, oil or any hazardous material shall be conducted in accordance with U.S. Coast Guard regulations (including, but not limited to, 33 CFR 156). The Contractor shall be responsible for cleaning and remediation of any spill and impact of petroleum/diesel product.

6. Fuel Dispensing. Secondary containment, which is capable of holding 110 % of the tank contents, must be provided for each fuel storage tank and placed on a level surface. Fuel dispensing areas shall have available a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners directly below the bibb. Edges of the pans shall be 8-inch minimum in depth to ensure that no contamination takes place. Pans shall be emptied immediately after every dispensing of fuel. Should any spilling of fuel occur, the Contractor shall immediately excavate the contaminated ground and dispose of it offsite in an approved area.

7. Oil and Hazardous Material Spills and Containment. The Contractor shall ensure that all hazardous material spills including hydraulic fluid spills are immediately reported to the Owner's Representative. All hazardous material spills shall be immediately cleaned up in accordance with Consolidated USACE Safety and Health Requirements Manual, document number EM 385-1-1 dated 30 November 2014. In accordance with EM 385-1-1, the Contractor shall use suitable methods to prevent the spread of hazardous materials from above ground storage tanks and piping in case of leakage.

8. Bilge Water. Contractors are warned that pumping oil or bilge water containing oil into navigable water or into areas, which would permit the oil to flow into such waters, is prohibited by Section 13 of the Rivers and Harbors Act of 1899 (30 Stat. 1152; 33 U.S.C. 407). Non-compliance with this prohibition is subject to penalties provided for under the referenced acts.

3.7 HISTORICAL, ARCHEOLOGICAL, AND CULTURAL RESOURCES.

A. If during construction activities, the Contractor observes items that may have historical or archeological value (including, but not limited to, Indian canoes, arrow heads, pottery or physical remains), the Contractor shall immediately cease all related operations. Such observations shall be reported immediately to the Owner's Representative so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition is required. The Contractor shall cease all activities that may result in the disturbance and/or destruction of these resources and shall prevent his/her employees and subcontractors from trespassing on, removing, or otherwise damaging such resources. The Contractor shall report any observed unauthorized removal or destruction of such resources by any person to the Owner's Representative, and appropriate State of Florida authorities. The Contractor shall be liable for any non-compliance with the conditions of the permits, easements and terms of this contract committed by their personnel or subcontractors.

3.8 MANATEE PROTECTION

A. The Contractor shall continuously monitor and manage all construction activities to minimize interference with, disturbance of, and damage to all fish and other marine life in the project area including manatees. The Contractor shall comply with all conditions of the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act. There are civil and criminal penalties for harming, harassing or killing manatees. Any incidental harm caused to a manatee during construction operations must be reported immediately to Florida Fish and Wildlife Conservation Commission (FWC) hotline (888.404.3922), FWC Imperiled Species (ImperiledSPecies@myFWC.com), FWS Jacksonville (904.731.3336), FWS Ecological Services (772.562.3909), and the Owner's Representative. The Contractor shall be liable for any non-compliance with these regulations by the Contractor's personnel or subcontractors.

3.9 SMALLTOOTH SAWFISH

A. The Contractor shall comply with NMFS's Sea Turtle and Smalltooth Sawfish Construction Conditions dated March 23, 2006.

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 – GENERAL

1.1 SUMMARY

This section includes definitions, descriptions, transmittals, and review of compliance and miscellaneous submittals.

Unless noted otherwise, submittals shall be made to the Owner's Representative designated in the Agreement. The Owner's Representative will distribute necessary technical submittal items to the Design Criteria Professional and other Owner's Engineering Consultant(s) for review and action. The Owner's Representative or Engineering Consultant(s) may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.

1.2 GENERAL INFORMATION

A. Definitions

1. Preconstruction Submittals: General items that are required prior to notice to proceed for commencing work on the site, include certificates of insurance, surety bonds, list of proposed subcontractors, list of proposed products, construction progress schedule, submittal schedule, schedule of values, health and safety plan, work plan, quality control plan, and environmental protection plan.
2. Compliance Submittals: Include shop drawings, calculations, design data (design calculations, mix designs, analyses or other data pertaining to a part of work), product data, samples, test reports, and operations and maintenance information which are prepared by the Contractor, subcontractor, manufacturer, or supplier and submitted by the Contractor to the Owner's Representative as a basis for review (and where required, approval) of the use of equipment and materials proposed for incorporation in the Work or needed to describe installation, operation, maintenance or technical properties.
3. Miscellaneous Submittals: Technical reports, administrative submittals, certificates and guarantees, not defined as shop drawings, calculations, design data, product data or samples.

B. Quality Requirements

1. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.
2. Submittals such as drawings and data submitted to the Owner's Representative shall be of the quality for legibility and reproduction purposes with every line, character, and letter clearly legible, and for such drawings as reproducibles usable for further reproduction to yield legible hard copy.
3. Documents submitted to the Owner's Representative that do not conform to these requirements shall be subject to rejection by the Owner's Representative, and upon request, the Contractor shall resubmit conforming documents. If conforming submittals cannot be obtained, such documents shall be retraced,

redrawn, or photographically restored as may be necessary to meet such requirements. Contractor's (or his subcontractor's) failure to initially satisfy the legibility quality requirements will not relieve the Contractor (or his subcontractors) from meeting the required schedule for submittal of drawings and data.

4. For design-build construction, both the Contractor and the Contractor's Design Engineer of Record are to stamp and sign to certify that the submittal meets contract requirements. Proposed deviations from the contract requirements are to be clearly identified.

1.3 COMPLIANCE SUBMITTALS

A. Transmittal of Compliance Submittals

1. All compliance submittals shall be submitted to the Owner's Representative by the Contractor. Refer to each section of the Technical Specifications for specific submittal requirements.
2. After checking and verifying all field measurements, the Contractor shall transmit all compliance submittals to the Owner's Representative for acceptance as follows:
   a. Identify each compliance submittal by project name and number, Contract title and number, and the specification division and article number marked thereon or in the letter of transmittal. Unidentifiable submittals will be returned for proper identification.
   b. Check and stamp compliance submittals of designers, subcontractors, suppliers, and manufacturers with his approval prior to transmitting them to the Owner's Representative. Stamp each submittal with a uniform, approval stamp. Contractor's stamp of approval shall constitute a representation to the Owner's Representative that the Contractor has either determined and verified all designs, quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has coordinated each compliance submittal with the requirements of the Work and the Contract Documents.
   c. At the time of each submission, call to the attention of the Owner's Representative in the letter of transmittal any deviations from the requirements of the Contract Documents.
   d. Following completion of the Work and prior to final payment, furnish those drawings necessary to indicate "as constructed" conditions, including field modifications, in the number of copies specified. Furnish additional copies for insertion in equipment instruction books as required. All such copies shall be clearly marked "AS CONSTRUCTED".
   e. Work requiring a compliance submittal shall not be commenced or shipped until the submittal has been stamped "Submittal Accepted" or "Submittal Acceptable as Noted" by Owner's Representative.

B. Quantity Requirements

1. Except as otherwise specified, the Contractor shall transmit all requested submittals as follows:

   a. Initial Submittal – 4 copies to Owner's Representative; 2 copies will be returned to Contractor.

   b. Resubmittals – 4 copies to Owner's Representative; 2 copies will be returned to Contractor.

   c. Submittal for Final Distribution – 4 copies plus the number of copies required by Contractor, to Owner's Representative.

   d. Transmit submittals of product data as follows:

      1. Initial Submittal – 4 copies to Owner's Representative; 2 copies will be returned to Contractor.

      2. Resubmittals – 4 copies to Owner's Representative; 2 copies will be returned to Contractor.

      3. Submittal for Final Distribution – 4 copies plus the number of copies required by Contractor, to Owner's Representative.

   e. Transmit submittals of material samples, color charts and similar items as follows:

      1. Initial Submittal – 4 copies to Owner's Representative.

      2. Resubmittals – 4 copies to Owner's Representative.

      3. Upon acceptance, 2 samples will be returned to Contractor.

   f. Transmit submittals for reference only – 4 copies to Owner's Representative.

C. Copies of the equipment, Contractor's erection drawings, and other compliance submittals required for the installation of equipment furnished by others under separate contract for installation under this Contract shall be transmitted to Contractor by Owner's Representative in the final distribution of such submittals.

1. Owner's Representative's Review

   a. Owner's Representative will review and return submittals to Contractor with any appropriate notations.

   b. Owner's Representative's review is for conformance with the design concept of the project and compliance with the information given within the Contract Documents only. The acceptance of a submittal by the Owner's Representative shall not be construed as a complete check, but will indicate only that the design, general method of construction, materials, detailing and other information are satisfactory. Acceptance will not relieve the Contractor of the responsibility for any error that may exist, as the Contractor under requirements of this contract is responsible for the dimensions, design (where applicable), details, coordination, and satisfactory construction of all work.

Failure of the Owner's Representative to note a non-compliance will not prevent later rejection when the non- compliance is disclosed.

c. Minimum time for Owner's Representative's review of submittals (including all resubmittals) shall be 7 business days.

2. Compliance Submittal Actions Possible: Owner's Representative's review actions notations will appear on all compliance submittals of Contractor when returned by Owner's Representative. Possible review status designations by the Owner's Representative are defined as follows:

a. NO EXCEPTION TAKEN – signifies that content of the submittal conforms to the design concept, complies generally with the intent of the Contract Documents, and is approved for incorporation in the Work. Contractor is authorized to proceed with fabrication or procurement of the items and with related work covered in the submittal.

b. FURNISH AS CORRETED – signifies content of the submittal conforms to the design concept, complies generally with the intent of the Contract Documents, and is approved for incorporation in the Work in accordance with Owner's Representative's notations, provided that the Contractor takes no exception to the notations. Contractor is to proceed with fabrication or procurement of the items and with related work in accordance with Owner's Representative's notations.

c. REVISE AND RESUBMIT – signifies that content of the submittal appears to conform with the design concept and comply with the intent of the Contract Documents, but information is either insufficient in detail or contains discrepancies which prevent Owner's Representative from completing his review. Contractor is to resubmit revised information responsive to Owner's Representative's annotations on the returned submittal or written in the letter of transmittal. No work shall proceed for this item until resubmittal is accepted.

d. REJECTED – signifies submittal is incomplete or does not conform to the design concept or comply with the intent of the Contract Documents. No work shall proceed for this item until resubmittal is accepted. Contractor shall resubmit rejected compliance submittals that are responsive to the Contract Documents.

e. REVIEW NOT REQUIRED – signifies submittals which are not required by the Contract and considered for supplementary information only. Owner's Representative may review such submittals for general content, but not for substance. A copy will be included in the project file for information only.

1.4 MISCELLANEOUS SUBMITTALS

A. Transmittal of Miscellaneous Submittals: All miscellaneous submittals furnished by subcontractors, manufacturers, and suppliers shall be submitted to the Owner's Representative by Contractor unless otherwise specified.

1. Identify each miscellaneous submittal by project name and number, Contract title and number, and the specification division and article number marked thereon or in the letter of transmittal.
2. At the time of each submission, call to the attention of the Owner's Representative in the letter of transmittal any deviations from the requirements of the Contract Documents.

B. Quantity Requirements

1. Technical reports and administrative submittals, except as otherwise specified – 3 copies to Owner's Representative.
2. Written certificates and guarantees – 3 copies to Owner's Representative.

C. Test Reports

1. Responsibilities of Contractor and Owner's Representative regarding tests and inspections of equipment, materials, and completed work are set forth elsewhere in these Contract Documents.
2. The party specified responsible for testing or inspection shall in each case, unless otherwise specified, arrange for the testing laboratory or reporting agency to distribute test reports as follows:
   a. Owner's Representative – 2 copies.
   b. Contractor – 2 copies.
   c. Manufacturer or Supplier – 1 copy.

D. Owner's Representative's Review

1. Owner's Representative will review miscellaneous submittals for indications of work or material deficiencies.
2. Owner's Representative will respond to Contractor on those miscellaneous submittals that indicate work or material deficiency.

1.5 PRECONSTRUCTION SUBMITTALS

A. Preconstruction submittals shall be subject to the same transmittal, quantity, and review requirements as Miscellaneous Submittals.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02410
DEMOLITION

PART 1 – GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. Unless otherwise indicated, the most recent edition of the publication, including any revisions, shall be used.

AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE/SAFE)

ASSE/SAFE A10.6-2006 (R2016)	Safety & Health Program Requirements for Demolition Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014)	Safety and Health Requirements Manual

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR 61	National Emission Standards for Hazardous Air Pollutants

1.2 SUBMITTALS

The Contractor shall submit the following in accordance with Section 01300, SUBMITTALS. Note that approval of the submittals by the Owner's Representative shall not be construed as relieving the Contractor from responsibility for compliance with the specifications nor from responsibility of errors of any sort in the submittals.

A. Preconstruction Submittals

1. Existing Conditions

B. Certificates

1. Demolition Plan

1.3 PROJECT DESCRIPTION

A. Demolition Plan

Prepare a Demolition Plan and submit proposed salvage, demolition, and removal procedures for approval before work is started. Include in the plan procedures for careful removal and disposition of materials specified to be salvaged, coordination with other work in progress, a disconnection schedule of utility services, and a detailed description of methods and equipment to be used for each operation and of the sequence of operations. Identify components and materials to be salvaged for reuse with reference to Paragraph "EXISTING FACILITIES TO BE REMOVED". Provide

procedures for safe conduct of the work in accordance with EM 385-1-1. Plan shall be approved by Owner's Representative prior to work beginning.

B. General Requirements

Do not begin demolition until authorization is received from the Owner's Representative. The work of this Section is to be performed in a manner that maximizes salvage of materials, where directed by the Owner's Representative. The work includes demolition, salvage of identified items and materials, and removal of resulting rubbish and debris. Remove rubbish and debris from the Fernandina Harbor Marina property daily, unless otherwise directed. Store materials that cannot be removed daily in areas specified by the Owner's Representative. In the interest of occupational safety and health, perform the work in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections.

1.4 ITEMS TO REMAIN IN PLACE

A. Take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Owner. Repair or replace damaged items as approved by the Owner's Representative. Coordinate the work of this Section with all other work indicated. Construct and maintain shoring, bracing, and supports as required. Ensure that structural elements are not overloaded. Increase structural supports or add new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Do not overload structural elements or pavements to remain. Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Repairs, reinforcement, or structural replacement require approval by the Owner's Representative prior to performing such work.

B. Existing Construction Limits and Protection: Do not disturb existing construction beyond the extent indicated or necessary for installation of new construction. Provide protective measures to control accumulation and migration of dust and dirt in all work areas. Remove snow, dust, dirt, and debris from work areas daily.

C. Utility Service: Maintain existing utilities indicated to stay in service and protect against damage during demolition operations.

D. Facilities: Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities. Ensure that no elements determined to be unstable are left unsupported and place and secure bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

1.5 BURNING

A. The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.6 QUALITY ASSURANCE

A. Submit timely notification of demolition projects to Federal, State, regional, and local authorities in accordance with 40 CFR 61, Subpart M (National Emission Standard for Asbestos). Notify the Owner's Representative in writing 10 working days prior to the commencement of work in accordance with 40 CFR 61, Subpart M. Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses", conform to the safety requirements contained in ASSE/SAFE A10.6. Comply with the Environmental Protection Agency requirements specified. Use of explosives will not be permitted.

B. Dust and Debris Control: Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

1.7 PROTECTION

A. Traffic Control Signs: Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Anchor barricades in a manner to prevent displacement by wind. Notify the Owner's Representative prior to beginning such work.

B. Protection of Personnel: Before, during and after the demolition work take immediate action to protect all personnel working in and around the project site. No area, section, or component of any structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

1.8 RELOCATIONS

A. Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Repair or replace items to be relocated which are damaged by the Contractor with new undamaged items as approved by the Owner's Representative.

1.9 EXISTING CONDITIONS

A. Before beginning any demolition work, survey the site and examine the drawings and specifications to determine the extent of the work. Record existing conditions in the presence of the Owner's Representative showing the condition of structures and other facilities adjacent to areas of alteration or removal. Photographs sized 4 inch will be acceptable as a record of existing conditions. Include in the record the elevation of the top of foundation walls, finish floor elevations, possible conflicting electrical conduits, plumbing lines, the location and extent of existing cracks and other damage and description of surface conditions that exist prior to before starting work. It is the Contractor's responsibility to verify and document all required outages which will be required during the course of work, and to note these outages on the record document. Submit survey results.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXISTING FACILITIES TO BE REMOVED

Inspect and evaluate existing structures onsite for reuse. Existing construction scheduled to be removed for reuse shall be disassembled. Dismantled and removed materials are to be separated, set aside, and prepared as specified, and stored or delivered to a collection point for reuse as specified.

A. Structures

Remove existing structures as indicated on the Drawings. This shall include, in general: existing floating docks and anchor piles; existing utilities; existing access gangway; and existing overwater building.

B. Utilities and Related Equipment

1. General Requirements: Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by the Owner's Representative. Do not interrupt existing utilities serving facilities occupied and used by the Owner except when approved in writing and then only after temporary utility services have been approved and provided. Do not begin demolition work until all utility disconnections have been made. Shut off and cap utilities for future use, as indicated.

2. Disconnecting Existing Utilities: Remove existing utilities as indicated, or uncovered by work, and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by the Owner's Representative. When utility lines are encountered but are not indicated on the Drawings, notify the Owner's Representative prior to further work in that area.

C. Paving and Slabs (not used)

D. Concrete (not used)

E. Patching

Where removals leave holes and damaged surfaces exposed in the finished work, patch and repair these holes and damaged surfaces to match adjacent finished surfaces. Where new work is to be applied to existing surfaces, perform removals and patching in a manner to produce surfaces suitable for receiving new work. Finished surfaces of patched area shall be flush with the adjacent existing surface and shall match the existing adjacent surface as closely as possible as to texture and finish.

3.2 DISPOSITION OF MATERIAL

A. Title to Materials

Except for salvaged items specified, all materials and equipment removed and not reused, shall become the property of the Contractor and shall be removed from the

Fernandina Harbor Marina property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Owner's Representative of the Contractor's demolition and removal procedures, and authorization by the Owner's Representative to begin demolition. The Owner will not be responsible for the condition or loss of, or damage to, such property after contract award. Showing for sale or selling materials and equipment on site is prohibited.

B. Reuse of Materials and Equipment

Remove and store materials and equipment indicated to be reused or relocated to prevent damage, and reinstall as the work progresses. Recondition materials and equipment designated for reuse before reinstallation. Replace items damaged during removal and salvage operations, or restore them as necessary to usable condition.

3.3 CLEANUP

Remove debris and rubbish. Remove and transport the debris in a manner that prevents spillage on streets or adjacent areas. Apply local regulations regarding hauling and disposal.

3.4 DISPOSAL OF REMOVED MATERIALS

A. Regulation of Removed Materials

Dispose of debris, rubbish, scrap, and other non-salvageable materials resulting from removal operations with all applicable federal, state and local regulations.

B. Removal from the Site

Transport waste materials from the project work site for legal disposal.

3.5 REUSE OF SALVAGED ITEMS

Recondition salvaged materials and equipment designated by the Owner's Representative for reuse before installation. Replace items damaged during removal and salvage operations or restore them as necessary to usable condition.

END OF SECTION

SECTION 02454
MARINE PILES

PART 1 – GENERAL

1.1 WORK INCLUDED

A. The Contractor shall provide all equipment, materials, appurtenances, tools, labor and supervision necessary to design, fabricate, furnish, and install new anchor piles for the floating dock system shown on the Drawings. All anchor pile systems shall consider the effects of a seawater environment on design life and be designed according to the most recent standards for materials fabrication and protective treatments.

1. Requirements: The Contractor is responsible to design, fabricate, furnish, and install all anchor piles for the floating dock system. Pile design for the floating dock system submitted for approval to the Design Criteria Professional shall be of sufficient size, quantity, and length to safely support the proposed floating dock system under the extreme loading described in Section 02852 - FLOATING DOCKS (ATTENUATOR). Pile size, type, number, locations, and tip elevations shall be determined by a licensed professional engineer, as further described in Section 02852 – FLOATING DOCKS (ATTENUATOR).

2. Design Calculations: The Contractor must complete design calculations that address the requirements of this specification and Section 02852 – FLOATING DOCKS (ATTENUATOR). The lateral capacity of the piles shall be determined using a method acceptable to the Design Criteria Professional, utilizing input parameters for the anticipated soil types at the site, according to the available geotechnical information (see Appendix). Contractor shall collect additional geotechnical data, at Contractor's discretion, to satisfy Contractor's need for geotechnical input to pile design.

1.2 RELATED WORK

A. Section 02852 – FLOATING DOCKS (ATTENUATOR)

B. Drawings and general provisions of Contract.

1.3 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only and refer to the latest edition of each.

AMERICAN CONCRETE INSTITUTE (ACI)

SP-66	ACI Detailing Manual
ACI 301	Specifications for Structural Concrete for Buildings

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A36	Structural Steel

ASTM A139 Standard Specification for Electric-Fusion (Arc)-Welded Steel Pipe (NPS 4 and Over)
ASTM A252 Standard Specification for Welded and Seamless Steel Pipe Piles
ASTM A318 Standard Specification for Metal-Arc-Welded Steel Pipe for Use With High-Pressure Transmission Systems
ASTM A416 Standard Specification for Low-Relaxation, Seven-Wire Steel Strand for Prestressed Concrete
ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A706 Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement
ASTM A1064 Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C33 Standard Specification for Concrete Aggregates
ASTM C150 Standard Specification for Portland Cement
ASTM C260 Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C494 Standard Specification for Chemical Admixtures for Concrete
ASTM C595 Standard Specification for Blended Hydraulic Cements
ASTM C618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1 Structural Welding Code
AWS D1.4 Structural Welding Code – Reinforcing Steel
AWS QC1 AWS Certification of Welding Inspectors

FLORIDA DEPARTEMENT OF TRANSPORTATON (FDOT)

Standard Specifications for Road and Bridge Construction (January 2018).

PRESTRESSED CONCRETE INSTITUTE (PCI)

PCI MNL-116 Manual for Quality Control for Plants and Production of Precast Prestressed Concrete Products
STD 112 Standard Prestressed Concrete Piles Square, Octagonal and Cylinder

1.4 QUALITY ASSURANCE

A. Concrete work shall conform to all requirements of ACI 301.

B. Manufacture and transportation of prestressed concrete piles shall be by a company having not less than five (5) years experience in the manufacture of prestressed concrete structural components of equivalent type, size and complexity to those included herein.

C. The precast concrete manufacturing plant shall be certified by the Prestressed Concrete Institute, Plant Certification Program, or the manufacturer shall establish a quality control program based on PCI MNL-116, prior to the start of production.

D. Plant Inspection:

1. Plants shall be subject to inspection by the Design Criteria Professional to confirm compliance with the specifications.

2. The Design Criteria Professional shall be given ample notice before the beginning of work so that all of the plant facilities that are involved in the production can be inspected. No member shall be manufactured until all facilities are approved.

3. The Design Criteria Professional shall be allowed free access to all parts of the premises that are a part of the production process.

4. The Design Criteria Professional will have the authority to reject materials or workmanship which does not meet the specifications.

5. The acceptance of any materials or finished members by the Inspector shall not prevent them from being rejected later if they are found to be defective. Rejected material and workmanship shall be replaced promptly or made good at the expense of the Contractor.

1.5 QUALITY CONTROL

A. General: The Contractor shall establish and maintain quality control for pile manufacturing and driving operations, assure compliance with contract specifications and maintain quality control records for all construction operations including, but not limited to, the following:

1. Testing and gradation of aggregates and compressive strength of concrete as required, including batched proportions.

2. Setting and bracing of forms and checkout just prior to concrete placement, including accurate placement of reinforcing steel.

3. Casting, handling and storage of precast, prestressed piling; records of prestressing tension strands.

4. Curing method and duration.

5. Driving of all piles and maintaining records of such.

1.6 SUBMITTALS

A. Bid Submittal: Contractor shall submit the proposed pile type, treatment, and general arrangement of anchorage piles for the floating dock system.

B. Shop Drawings and Design Submittal: Following the award of the contract and prior to fabrication, the Contractor shall submit a thorough submittal package legible in English (see 02852 – FLOATING DOCKS (ATTENUATOR) paragraph 1.4.C) and provide the number which the Contractor requires plus 1 set, including drawings, calculations, and product data. The number of sets required by the Contractor, approved or corrected, will be returned to the Contractor. No work shall commence until the Shop Drawings

have been reviewed and acknowledged to be in general conformance with the performance specifications.

1. Steel Pipe: Show all locations, markings, materials, sizes and shapes and indicate all methods of connection including shop-welding procedures.

2. Field Splices: Show rollers, blocks, shims, etc. required to align pile sections when working flat. Show field weld preparation and alignment.

3. Prestressed Concrete Piles: Submit complete shop drawings indicating fabrication details, reinforcement, dimensions, and pick-up points.

C. Plant Qualifications: Qualifications of the manufacturer and evidence of successful completion of similar and comparable work.

D. Curing of Piles: Methods and details for curing piles shall be submitted for approval prior to casting piles.

E. Certificates of Compliance: Certificates of compliance for admixtures, aggregates, cement, pozzolan, reinforcing steel, and prestressing steel shall be submitted prior to commencing fabrication of piles. Certificates for admixtures, aggregates, cement, and pozzolan shall be submitted along with concrete mix proportions. Aggregate source and gradation information shall be submitted for aggregates.

F. Welder Qualifications: Submit copy of welder qualification certificates to the Design Criteria Professional for any welders performing welds in the shop or field.

G. Pile Driving Equipment and Method: Submit to the Design Criteria Professional, for acceptance prior to driving piles:

1. Type of pile driving equipment to be used and pile driving plan
2. Driving helmets, cap blocks, templates, and pile cushions to be used.
3. Details of the lifting and support points to be used.
4. Pre-drilling means and methods, where pre-drilling is required.

H. Pile caps: submit manufacturer's materials specifications, anticipated life expectancy, and colors to Design Criteria Professional for acceptance.

I. Test Piles: Where load tests or piles are required, submit:

1. Method statement and schedule prior to execution
2. Results/report of tests.

J. Pile Driving Records: Submit copies of complete pile driving record in accordance with paragraph 3.8, this Section.

1.7 PLANT INSPECTION

The Design Criteria Professional and Owner's Representative reserves the right to perform plant inspections of pile fabrication and treating process at his discretion. Notify

the Design Criteria Professional at least two weeks prior to beginning the fabrication and treatment, stating where fabrication and preservative treatment will be done. The Design Criteria Professional shall have access to all parts of the plant and shall be allowed to inspect all facets of the treating process.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver, handle, and store items so as to protect them from deformation, cracks, slips, nicks, gouges, and other types of damage. All damaged items determined by the Design Criteria Professional as being unsuitable shall be replaced by the Contractor at his expense.

B. Prestressed Concrete Piles

1. Prestressed concrete piles shall be handled in a manner consistent with their shape and design which will eliminate the danger of cracks or fracture by impact or by excessive bending stresses, either in storage, during transportation, or when being transferred to the leads.

2. Piles shall be held at the plant until the specified ultimate compressive strength is obtained or 14 days, whichever is greater

3. Piles shall be handled by embedded pick-up points designed by the manufacturer and placed during manufacture. Piles shall be handled by a suitable bridle or slings. Dragging of piles across the ground will not be permitted.

4. Piles shall be stored on firm blocking of uniform thickness placed immediately adjacent to the embedded pick-up points and in line vertically. Stacks shall be limited to 5 feet in height unless otherwise approved.

5. Piles shall be protected from staining and chipping of concrete at all times during storage and handling. The Contractor shall inspect each pile for sweep and structural damage such as cracking and spalling before transporting them from the storage site to the driving area. Sweep shall be checked by placing the pile on a firm level surface and rotating the pile. Sweep shall be limited to 2 inches over the length of the pile.

6. Piles that show shrinkage cracks or that have been damaged during storage or handling shall be replaced by the Contractor at his own expense unless the damage is of such a minor nature that the Design Criteria Professional approves its use.

1.9 MEASUREMENT AND PAYMENT

A. Payment for all piles shall constitute full compensation for all costs of furnishing materials (including caps and chocks where indicated), driving, pre-drilling, spudding, and cutting off of piles, disposing of cut-offs, furnishing, placing, and removing all temporary bracing required to hold the piles in alignment, and all other work necessary to complete the work as specified herein.

B. Bids shall be based on the number, size, and spacing of piles required to anchor the floating dock system as determined by the Contractor’s design and proposed anchorage plan. Allowance for potential revision of pile requirements, including

number, size, and spacing, during shop drawing review by Design Criteria Professional shall be included.

PART 2 – PRODUCTS

2.1 MATERIALS AND REQUIREMENTS

A. Steel Pipe Piles

1. Provide round steel pipe piles conforming to FDOT Section 962 and ASTM A252, Grade 2. Roll and weld the pipe under the ASTM A252 Grade 2 specification allowing, seamless, straight seams, or spiral seams.

2. For marina anchor piles designed by the Contractor, steel pipe pile wall thickness shall include loss to marine corrosion over the design life of the pipe pile.

3. Interior and exterior surfaces of the pipe piles shall be coated for corrosion protection in the marine environment from the top to a minimum depth of 5 ft below the permitted dredge depth (or natural river bed), in accordance with FDOT 560 and 926 (Type M coal tar epoxy).

B. HDPE Sleeves

1. Marine corrosion protection for steel floating dock anchor piles shall be provided via HDPE pile sleeves or Owner-approved equivalent.

2. HDPE sleeves shall be PE3408 or PE4710 material, black color, minimum thickness 0.4 inches. Pipe sleeve shall not include any permanent markings or pipe material designations on the outer surface. Contractor shall use care in shipping and installation of HDPE sleeves to avoid injury (cuts, abrasions, marks) to the sleeves.

3. The pipe shall be sized by the Contactor to fit snugly over the steel pipe pile. Use welded shims where necessary to retain proper elevation when sleeves do not extend to seabed.

4. Length shall extend from pile top/cutoff elevation:

   A. down to min. 2 ft below mudline for floating dock anchor piles. For this case, no coal tar epoxy coating is needed.

   B. down to min. 2 ft below mudline or minimum 3 ft below low water for mooring piles. Where sleeve does not extend below mudline, provide coal tar epoxy coating from min. 2 ft below mudline up to pile cut-off elevation. For this case, Contractor shall propose a marine seal between the steel pipe and HDPE sleeve to limit wicking of oxygenated seawater into the annular space.

5. Top of pipe pile and gap between pipe and sleeve shall be sealed off with expandable, airtight foam after driving.

6. Contractor shall provide shop drawings of pile coating and sleeve details for Engineer approval.

C. Concrete Piles

1. Provide square, cylindrical, or octagonal precast, prestressed concrete according to FDOT Standard Specifications Section 450 (and any sections referenced therein), as amended herein.

2. Portland Cement: shall conform to ASTM C 150, Type II

3. Concrete shall be of type suitable for an extremely aggressive environment (seawater immersion).

4. Admixtures: Chemical admixtures shall conform to ASTM C494. Air-entraining admixture shall conform to ASTM C260. Calcium chloride or admixtures containing chlorides or nitrates shall not be used.

5. Concrete minimum 28-day compressive strength shall be 6,000 psi. Piles shall be in one piece. Splices will not be permitted.

6. Aggregates: Aggregates shall conform to ASTM C33.

7. Pozzolan: Pozzolan shall conform to ASTM C618, Class C or F.

8. Reinforcing Steel

a. Prestressing Steel shall be epoxy-coated, high tensile strength seven-wire strand, conforming to ASTM A416, Grade 270. Steel shall be free from grease, oil, wax, paint, soil, dirt, loose rust, kinks, bends, and other defects.

b. Non-prestressing reinforcing steel shall conform to ASTM A615, Grade 60 or ASTM A706.

c. Steel for ties and spirals shall conform to ASTM A1064.

9. Water: Water for mixing concrete shall be fresh, clean, drinkable, and free from injurious amounts of oils, acids, alkalies, salts, organic materials, or other substances that may be deleterious to concrete or steel.

D. Pile caps: Shall be manufactured from injection molded low density polyethylene or molded fiberglass reinforced plastic material. Material shall be UV stabilized and a minimum of 1/8 inch thickness. Pile caps shall be peaked to deter seabird roosting. Pile caps shall be fabricated to the size, shape of piles used, and white in color. Pile caps shall be attached to each pile according to manufacturer's recommendations for each pile type and extend beyond any pile type irregularities (e.g. cuts, grooves, bumps, etc.).

2.2 FABRICATION

A. Prestressed Concrete Piles: Prestressed concrete piles shall be square, cylindrical,

or octagonal, solid concrete piles of the type indicated. Piles shall be cast as monolithic units of homogeneous concrete and pretensioned with prestressing steel. Manufacturing requirements for piles shall conform to PCI MNL-116 except as modified herein. The Contractor shall notify the Design Criteria Professional at least one week prior to the date casting of piles is to begin.

B. Reinforcement and Embedments: Reinforcing steel, prestressing steel, and embedded items shall be accurately positioned in the forms and secured to prevent movement during concrete placement. Steel shall have a minimum concrete cover of three (3) inches. Reinforcing steel details shall conform to ACI SP- 66. Welding of reinforcing steel shall be in accordance with AWS D1.4.

C. Concrete Mix: The concrete mix shall be designed by the Contractor to have a minimum ultimate compressive strength of 6,000 psi or required minimum value based on pile anchorage calculations, whichever is greater, at 28 days, and suitable for a seawater environment. Proportioning of the mix shall be in accordance with ACI 211.1 or ACI 318. Once production begins, changes to the mix will not be permitted without written submittal and approval of the proposed changes.

D. Splices: Splices to prestressed concrete piles shall not be permitted.

E. Build-Ups: Build-ups, when approved by the Design Criteria Professional, shall be in accordance with the procedures for build-up without driving as detailed in PCI STD-112 and shall be constructed subsequent to final seating of the pile. The joint between the pile and the build-up shall be protected by an approved mortar or epoxy. Concrete in the build-up shall have a minimum ultimate strength of 6,000 psi.

2.3 TESTS, INSPECTIONS, AND VERIFICATIONS

A. Prestressed concrete pile testing during manufacture shall be performed by an approved commercial testing laboratory or by an approved laboratory maintained by the manufacturer of the material. Minimum requirements for testing during manufacture shall be as required in PCI MNL-116.

PART 3 – EXECUTION

3.1 DELIVERY AND STORAGE

Pile handling, delivery, and storage shall be in accordance with FDOT Standard Specifications Section 455, except as modified herein. Keep ground underneath and within 5 feet of all such piles free of weeds, rubbish and combustible material. Protect materials from weather using suitable coverings. Protect hardware from corrosion. Piles shall be unloaded with slings or other equipment. Piles shall not be dumped or dropped. Acceptance of materials for delivery does not validate acceptance of material for use. All damaged items determined by the Design Criteria Professional as being unsuitable shall be replaced by the Contractor at his expense.

3.2 PREPARATION

A. The Contractor shall submit complete manufacturer's data on the hammer he

proposes for review by the Design Criteria Professional prior to driving piles.

B. It shall be the responsibility of the Contractor to verify that the site conditions will support the driving equipment he proposes to use.

C. The Contractor shall use a driving method at all times which will not cause damage to nearby structures. No piles shall be driven within 100 feet of concrete less than seven days old nor within 30 feet of concrete less than 28 days old unless otherwise authorized. Driving shall not result in cracking, crushing, or spalling of concrete.

3.3 PILE DRIVING EQUIPMENT

A. The Contractor shall select the proposed pile driving equipment based on the pile design and geotechnical conditions and submit descriptions of the proposed equipment for approval. Changes in the selected pile driving equipment will not be allowed after the equipment has been approved. No additional contract time will be allowed for Contractor proposed changes in the equipment.

B. Pile Driving Hammers: Pile driving hammers shall be of the impact type. The size or capacity of hammers shall be as recommended by the manufacturer for the pile type, weight, and soil formation to be penetrated. The rated energy of hammers shall be limited to a minimum of 15,000 foot-pounds.

C. Pre-drilling: If required, the auger of pre-drilling equipment shall be sufficiently rigid to drill the pilot hole within the tolerances for pile driving specified. The auger diameter shall not exceed two-thirds the width of the pile.

3.4 INSTALLATION

A. Markings: Mark the piles with lines of high visibility paint or ink at one-foot intervals from bottom to top. Number every five (5) feet. Markings shall be clearly visible and legible to the naked eye.

B. Handling: Pile handling, delivery, and storage shall be in accordance with FDOT Standard Specifications Section 455, except as modified herein. Inspect piles in the leads, and where the protective shell or treated wood is impaired, between cutoff and point not less than 10 feet below the ground. Repair the piles in accordance with applicable ASTM and PCI codes for steel and concrete, unless the pile is damaged to such extent that it is rejected. Laterally support pile during driving, but do not unduly restrain from rotation in the leads. Where pile orientation is essential, take special care to maintain the orientation during driving. Take special care in supporting battered piles to prevent excess bending stresses in the pile.

C. Driving Piles: Drive piles according to FDOT Standard Specifications Section 455 except as modified herein:

1. Drive piles without interruption to the design tip elevation calculated by the Contractor's design engineer to reach a driving resistance in accordance with the schedule that the Contractor will prepare.

2. Practical Refusal: The blow count corresponding to practical refusal shall be determined by the Contractor after the hammer to be used is reviewed. When the point of refusal is reached during pile driving before attainment of the required penetration, care shall be taken to avoid damaging the pile by overdriving.

3. Back-Driving: In the event that uplift of a previously driven pile occurs due to driving of adjacent piles or soil uplift, the pile shall be back-driven to its original penetration.

4. Test Piles and Dynamic and Static Load Testing is not required if minimum penetrations are met. Engineer may require a lateral load test where pile minimum design penetrations are not met.

5. Inspect piles when delivered and when in the leads immediately before driving. Pipe piles shall be installed to reach the required embedment. Pile driving and drilling shall be as indicated. Equipment shall be of a size and function to suit pipe pile sizes and geotechnical condition expected.

3.5 TOLERANCES IN DRIVING

Unless otherwise indicated, drive piles with a variation of not more than ¼ inch per foot of pile length from the vertical for plumb piles or more than four percent from the required angle for batter piles. Butts shall be within four (4) inches of the location indicated. Piles shall not be forced into position. Re-drive piles that have heaved to the required tip elevations. Piles shall be checked for heaving by use of a level line stretched between piles. Piles shall be marked at the end of the workday with a painted mark along the level line, and checked subsequently for heaving.

3.6 JETTING OF PILES

Prejetting of piles will not be permitted.

3.7 PRE-DRILLING OF PILES

Contractor shall make every effort to drive piles to the penetrations indicated by the design. Hard driving conditions may be encountered, and some means of pre-drilling may be required to achieve specified penetration. Pre-drilling, if required, shall be considered incidental to pile installation.

3.8 SURFACE TREATMENT REPAIR

After piles have been driven and cut off, repair or seal exposed steel or surface defects in accordance with FDOT Standard Specifications Section 455.

3.9 FIELD INSPECTION

Perform continuous inspection during pile driving. Inspect piles for compliance with tolerance requirements. Bring all unusual behavior that may occur to the attention of the Design Criteria Professional.

3.10 RECORDS

A. Keep a complete and accurate record of each pile driven. The record shall include the following data:

1. pile location
2. diameter
3. original length
4. ground elevation
5. final tip elevation
6. final butt (cutoff) elevation
7. number of blows per foot for each foot of penetration for the entire pile length
8. hammer data including make, type, and size
9. any unusual pile behavior or circumstances experienced during driving such as re-driving, heaving, weaving, obstructions, spudding, stops and others which may occur.

B. Forms for recording pile driving data shall be submitted by the Contractor to the Design Criteria Professional for approval of form outline prior to pile installation. Within 15 days of completion, records on approved forms shall be turned over to the Design Criteria Professional.

3.11 PILE CUT OFF, BUILDUP, AND SPLICES

A. Piles driven to the required tip elevation and extending above the required top elevation in excess of the specified tolerance shall be cutoff to the required elevation.

B. Cut off piles with a smooth level cut using pneumatic tools, sawing, or other suitable methods approved by the Design Criteria Professional. The use of explosives for cutting is not permitted. Piles cutoffs shall be disposed of legally off-site, at no additional cost to Owner.

C. Steel Pipe Piles

1. Steel Pipe Piles driven below the required top elevation and piles damaged by driving and cutoff to permit further driving shall be extended as required to reach the top elevation by splicing when approved by the Design Criteria Professional. Pile buildups or splices shall only be made with approval of the Design Criteria Professional. Piles adjoining spliced piles shall be full length unless otherwise approved.

2. Welding of splices, when required, shall conform to the following minimum specifications. Ends of piles to be spliced shall be squared before splicing to eliminate dips or camber. No more than one splice per pile will be permitted. Steel pipe pile sections shall be spliced using a continuous butt-joint with a 45 degree bevel or vee. The weld must provide a complete penetration arc weld around the entire circumference and should produce a ductile, water-tight joint providing 100 percent of the pile strength. Welds shall be ground down to be smooth and flush with the pile exterior surface. If splices are necessary, Contractor shall submit splice plans and calculations to Design Criteria Professional for approval prior to commencing work.

a. All welding shall be in accordance with AWS D1.1 and all welding shall be by operators qualified in accordance with AWS D1.1. All welding inspections shall be in accordance with AWS QC1

3. Trim the tops of piles excessively battered during driving, when directed, at no additional cost to the Design Criteria Representative. Use a straight edge in cutting by burning to avoid abrupt nicks.

4. Bolt holes, where required, shall be drilled or may be burned and reamed by approved methods which will not damage the surrounding metal. Holes other than bolt holes shall be reasonably smooth and the proper size for rods or other items to be inserted.

3.12 PILES DRIVEN TO REFUSAL

Do not cut off tops of driven piles without authorization of the Design Criteria Professional. Notify Design Criteria Professional of any pile that does not reach required penetration.

3.13 DEFECTIVE PILES

Any pile which is cracked or broken because of internal defects or by improper handling or driving, or which is otherwise injured such that their structural capacity to withstand or transfer the design load to the foundation is impaired, or any pile driven out of proper location or driven below the design cutoff shall be removed and replaced. All work of removal and cost of replacement shall be borne by the Contractor at no additional expense to the Owner.

3.14 PILE LOCATION

Layout of piles, to include location and cutoff elevations, shall be performed by a Licensed Land Surveyor. Survey information shall be incorporated into as-built survey for new marina docks and submitted to the Design Criteria Professional prior to final acceptance.

END OF SECTION

SECTION 02501
MARINE UTILITY GENERAL REQUIREMENTS

PART 1 – GENERAL

1.1 WORK INCLUDED

A. The Contractor shall provide all equipment, materials, appurtenances, tools, labor and supervision necessary to design, furnish, and install all required electrical and plumbing (potable water) utility components, fixed fire suppression (dry standpipes on floating docks), portable fire extinguishers and safety equipment for the marina as shown on the Drawings.

B. All design, local approvals, and installation of utilities shall be the responsibility of the Contractor. The Contractor's selected utility designers and subcontractors shall have a minimum five (5) years of experience in design, fabrication, and installation of marina utility systems. Design of the floating docks shall consider all loads associated with marina utilities and shall be coordinated by the Contractor.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only and refer to the latest editions of each. The following publications are provided as general guidelines for the Contractor.

INTERNATIONAL CODE COUNCIL

IBC 2012 International Plumbing Code, 2012 Edition

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) PUBLICATIONS

NFPA 13 Standard for the Installation of Sprinkler Systems
NFPA 14 Standard for the Installation of Standpipe and Hose Systems
NFPA 70 National Electrical Code (NEC), 2014 Version
NFPA 303 Fire Protection Standard for Marinas and Boatyards
NFPA 10 Standard for Portable Fire Extinguishers
NFPA 30A Code for Motor Fuel Dispensing Facilities and Repair Garages

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION

NEMA St 20-2014 Dry Type Transformers For General Applications

OTHER

American Water Works Association (AWWA) C651-14, Disinfecting Water Mains
International Plumbing Code 2015, Section 610, Water Supply and Distribution

1.3 SUBMITTALS

A. Qualifications for Utilities Installation – The Contractor's utilities installation subcontractor(s) shall be licensed to perform the work required at the project site. Submit copies of the utilities installation subcontractor(s) license(s) and qualifications for Owner approval.

B. Qualifications of Contractor's Design Engineer – For any design-build utilities components or systems, the Contractor shall submit for Owner approval the name(s), license information, and proof of professional liability insurance for each engineer who will sign and seal any portion of the utilities design submittal package. All calculations and design drawings shall be stamped with the seal of a qualified, licensed Professional Engineer with Florida registration.

C. Shop Drawings and Product Information – Prior to fabrication and installation, the Contractor shall submit shop drawings and product information to Owner's Representative for review and approval.

1. Electrical submittal shall include, at a minimum: drawings depicting electrical system layout, sizes, and details; utilities routing and connections; equipment locations and cut sheets; substations, panel and transformer enclosures; circuit breakers; cable/wire; utility pedestals; light fixtures; grounding systems and ground fault circuit protection detail to meet NFPA 70 Article 555; conduit and penetrations; and hangers/restraints for cable/conduit.

2. Plumbing submittal shall include, at a minimum: flexible and rigid water, sewer, and fire suppression piping; plumbing materials, equipment cut sheets and specifications; splices and expansion joints; valves; flexible connections and penetrations; hangers/restraints for piping; penetrations; and protection of piping.

3. Fire suppression and safety items submittal shall include, at a minimum: locations of equipment on docks, specifications and detail sheets of equipment and connections, fittings and attachment details.

D. Calculations – Sealed engineering calculations shall be provided that document the final design assumptions/loads and service levels for any design-build components as indicated on the Drawings.

E. As-Built Drawings: During the progress of construction, the Contractor shall maintain current as-built records of the work on one set of drawings specifically for this purpose. The final drawings, along with test results, warranties, and operations manuals shall be submitted to the Owner's Representative at the completion of construction for approval before issuance of final payment to the Contractor.

F. Following completion of the Work, Contractor shall submit all warranties, supplier, operations, and maintenance information as well as final as-built drawings related to installed utility systems to Owner's Representative.

1.4 COORDINATION

The floating dock systems shall accommodate all utility components as specified herein and as shown on the Drawings as required by the Engineer of Record.

1.5 GENERAL PRACTICES

A. All shore-side utilities shall be underground unless otherwise noted.

B. Utility sizing, location, and construction shall conform to accepted practice and all applicable codes, whether stated herein or not.

C. A utility corridor with removable access panels and/or conduit/raceways shall be provided for routing utility lines through the floating docks, as described in Specification Section 02852- FLOATING DOCKS (ATTENUATOR). The corridor shall be of sufficient size to contain the specified utility systems in an orderly manner with minimum separations and shall have provisions for supporting the utility pipes, conduits/cable, valves, and pull boxes in accordance applicable codes. The utility corridor shall be constructed in such a manner that inspection of the utility system can be made and that maintenance of the utility systems can be performed from the top of the dock. Any new penetrations through the existing bulkhead shall be properly sealed. The Contractor shall not notch, bore, or cut into any structural member without approval of the Owner's Representative and Floating Dock Supplier.

D. All utility lines on fixed or floating piers shall be installed so as to provide maximum protection from the elements, and mechanical wear and damage. Secure all utility lines from movement in side-to-side sway, uplift, and downward movement.

E. No utility lines shall be attached to the top or sides of the deck on floating structures or fixed piers.

F. Main electrical and fuel lines shall be routed on opposite sides of the piers to the extent practical. Main water and sewer lines shall be routed on opposite sides of the designated utility chase to the extent practical.

G. Flexible connectors and sections with sufficient slack to accommodate tidal extreme movement shall be provided as necessary near the pier-land interface and at any other structural joints where potential differential motions may occur.

H. Utility lines, conduits, pull boxes, and/or other parts of the utility system shall be installed in accordance with NEC, Article 555.

I. Install pull wires in all empty conduit.

J. Dielectric couplings, flanges, and sheets shall be used at dissimilar metal connections.

K. Colors and finishes of all above ground/deck utility components shall be consistent and subject to Owner approval.

PART 2 – PRODUCTS

2.1 MARINA WATER SERVICE

A. Refer to Plumbing Drawings for dockside potable water service equipment details and specifications.

B. Proper connections and stubouts (including tees and valves) shall be provided at the appropriate locations.

2.2 MARINA ELECTRICAL SERVICE

A. Refer to Electrical Drawings provided by the Engineer of Record for electrical system equipment details and specifications.

2.3 MARINA SEWER PUMPOUT SYSTEM

A. Refer to the Marina Sewer Pumpout Drawings provided by the Engineer of Record for locations, details, and specifications of the sewer pumpout system on the floating docks.

B. Shall be a peristaltic pumpout system listed for marina use.

C. An existing sewer man hole shall be utilized on the shore to pump the sewer from the floating dock to the sewer utility system.

2.4 MARINA COMMUNICATIONS SYSTEM (not used)

2.5 MARINA FUEL SYSTEM (not used)

2.6 MARINA FIRE SUPPRESSION

A. Refer to Marina Fire Suppression Drawings provided by the Engineer of Record for locations, details, and specifications of the dry standpipe system required on the floating docks.

B. Portable fire extinguishers and cabinets shall be installed at the locations indicated on the Drawings. Fire extinguishers shall be of types required by NFPA 303, and NFPA 30A for the fuel dock area.

C. Fire extinguisher cabinets shall be “Fire Station” FS1020 model by Marina Electrical Equipment, Inc, or Owner’s Representative’s approved equivalent. Fire Station cabinets shall be white in color.

D. Standpipe shall be a 4” minimum Class I Manual Dry Standpipe compliant with NFPA 13 and NFPA 14. 2½” Hose Connections shall be located on the Standpipe as shown on the plan so to reach within 100 LF Hose Plus 30 LF of Hose Stream of all points of the Pier (150 LF Hose Valve to Hose Valve maximum). Provide structural steel support brace to adequately hold Hose Connections.

E. Standpipe shall have a standard, yard mounted Siamese FDC Riser with (2) 2 1/5” hose connections (confirm style with local Fire Department). FDC Riser shall be located within 100 LF of a compliant Fire Hydrant. Provide structural support brace for Riser.

F. Standpipe materials shall be listed 4” Fire Hose where required for flexibility. Otherwise Standpipe Materials shall be as permitted for code compliance and as allowed by the local AHJ. Fittings shall be brass or other corrosion resistant materials.

G. All materials exposed to direct sunlight shall be UV resistant. Other materials shall be protected and shielded from exposure.

2.7 MARINA PLUMBING SYSTEM

A. Refer to the Marina Plumbing System Drawings provided by the Engineer of Record for locations, details, and specifications of the plumbing systems on the floating docks.

B. Piping shall be Uponor PEX for flexibility.

C. All materials exposed to direct sunlight shall be UV resistant. Other materials shall be protected and shielded from exposure.

D. Installation shall comply with applicable codes.

E. An existing water meter shall be utilized on the shore to serve the domestic water to the floating dock.

PART 3 – EXECUTION

3.1 STUB OUT

A. Where upland connections do not exist at the time of installation, Contractor shall terminate and cap marina connections within twenty (20) feet of the landward most utility equipment.

B. Contractor shall coordinate placement of all utility fixtures, equipment, and routing with the Owner's Representative during shop drawing phase, prior to installation.

3.2 TESTING

A. GENERAL

1. Upon completion of utilities installation, Contractor shall arrange for all utilities to be tested according to applicable local codes as applicable to the given utility and as indicated in the Contract Documents. As an exception to requirements that may be stated elsewhere in the contract, the Owner's Representative shall be given a minimum of five (5) working days notice prior to each test. Written test results shall be provided to the Owner's Representative, to satisfy Owner that the installed system is performing as designed. Contractor shall be responsible for coordinating all necessary inspections and tests with applicable regulatory authority. Testing agency is subject to Owner's Representative approval. Costs for such tests shall be incorporated into Contractor's unit price or lump sum costs for each utility element.

2. Contractor is advised that upland utility services may not be available for connection to marina utilities at the time marina utility services are completed. It shall be the Contractor's responsibility to provide for any temporary utility services necessary to complete required utility system testing prior to final acceptance by the Owner.

B. MARINA PLUMBING SYSTEM

1. All water system disinfection and testing shall be subject to the approval of the authority having local jurisdiction. Minimum requirements, in absence of local requirements, follow.

2. Water distribution system shall be pressure tested in accordance with the International Plumbing Code and manufacturer's recommendations, and shall be approved by all regulatory bodies.
3. Water distribution system shall be disinfected in accordance with the International Plumbing Code 2015, Section 610 and in accordance with American Water Works Association (AWWA) C651 or equivalent standard.

C. MARINA ELECTRICAL SYSTEM

1. Electrical system testing shall be conducted in the presence of representatives of the Owner and local approving authority. Testing requirements shall be per local codes and NFPA 70, and as specified by the Contractor's electrical designer.
2. At a minimum, the following tests shall be conducted:
   a. Devices Subject to Manual Operation – Operate each device subject to manual operation at least five (5) times, demonstrating satisfactory operation each time.
   b. Transformer Tests – Perform routine transformer tests on each transformer per NEMA ST 20-2014.
   c. 600-volt Wiring Test – Test wiring rated 600 volts and less to verify that no short circuits or accidental grounds exist. Perform insulation resistance tests on feeder wiring No. 6 AWG and larger diameter using instrument which applies voltage of approximately 500 volts to provide direct reading of resistance. Minimum resistance shall be 250,000 ohms.
   d. Grounding System Test – Test grounding system to ensure continuity and resistance to ground is not excessive. Test each ground rod for resistance to ground before making connections to rod; tie grounding system together and test for resistance to ground. Make resistance measurements in dry weather, not earlier than 48 hours after rainfall.

D. PUMPOUT TESTING

   a. Test Pumpout system consistent with the manufacturer specifications.
   b. System shall accommodate and empty holding tanks within the limits of the pump specifications.

E. FIRE SUPPRESSION SYSTEM TESTING

1. Refer to applicable Drawings and Specifications.
2. Standpipe shall be pressure tested so to withstand and hold 175 PSI for two hours minimum and as required per NFPA 14.

END OF SECTION

SECTION 02851
ALUMINUM GANGWAY

PART 1 - GENERAL

1.1 WORK INCLUDED

The work covered under this section shall include design, manufacturing, furnishing, and installation of the prefabricated aluminum gangways as shown on the Drawings. All pre-fabricated gangway materials shall be approved by the Design Criteria Professional. The installing contractor shall be a qualified Marine Contractor.

1.2 RELATED WORK

A. Section 02852 – FLOATING DOCKS (ATTENUATOR)

1.3 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only and refer to the latest editions of each.

THE ALUMINUM ASSOCIATION, INC. (AA)

AA Aluminum Design Manual ADM-1
AA Aluminum Construction Manual, Specification for Aluminum Structures

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
ASTM B211 Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire
ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
ASTM B308 Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles
ASTM B429 Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube
ASTM B547 Standard Specification for Aluminum and Aluminum-Alloy Formed and Arc-Welded Round Tube
ASTM F593 Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs
ASTM F594 Standard Specification for Stainless Steel Nuts

AMERICAN WELDING SOCIETY, INC. (AWS)

AWS D1.2 Structural Welding Code- Aluminum

FEDERAL SPECIFICATION

QQ-A-200 Aluminum Alloy, Bar, Rod, Shapes, Structural Shapes, Tube and Wire, Extruded

UNITED STATES ACCESS BOARD, 2010 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS

ADA Standards Chapter 10: Recreation Facilities, Section 1003, Recreational Boating Facilities

1.4 SUBMITTALS

To ensure that all specified criteria have been met, the Contractor shall be required to submit the following for acceptance prior to fabrication, during Shop Drawing Phase:

A. Dimensional layout of gangway components to be furnished under this Contract.

B. Engineering calculations showing compliance with the design criteria specified herein. All calculations shall be stamped with the seal of a qualified, licensed Florida Professional Engineer. Calculations shall include, at a minimum, compliance with combined live and dead load requirements considering bending and deflection, as well as the effects of gangway-induced loads on floating docks. Submit calculations of maximum loads and strength at connections (hinges, rollers, tread plates, etc.) and handrails. Minimum load requirements shall be in accordance with Section 02852 – FLOATING DOCKS (ATTENUATOR), and Part 3, Paragraph 3.1 of this Specification.

C. Typical sections or details of the following:

1. Hinge details
2. Handrail and edge protection details
3. Roller/dock interface detail, including transition plates
4. Gangway structural details
5. Utility support details
6. Gangway and dock interface and conflicts at high water levels

D. Materials data sheets for aluminum, fasteners, and ultra-high-molecular-weight (UHMW) polyethylene items.

1.5 WARRANTY

The gangway system shall carry a warranty against defects in design, materials, and workmanship for a minimum of five (5) years from the date of project acceptance.

PART 2 – PRODUCTS

The following requirements are a minimum and must be met by Contractor in accordance with the requirements of Part 1 of this specification. Alternate approval must be in writing from the Design Criteria Professional. Approval of shop drawings will be required prior to fabrication.

2.1 MATERIALS

A. Metal for gangway structures and rails shall be 6061-T6 or 6063-T5 or -T6 aluminum alloy, respectively, and extruded in accordance with the requirements of applicable sections of Federal Specification QQ-A-200. The material shall be temper suitable for saltwater service in accordance with applicable ASTM Standards B209, B211, B221, B308, B429, and B547 for various materials used.

B. All welds shall be in accordance with AA “Specifications for Aluminum Structures” and ASTM D1.2.

C. All fasteners shall be Aluminum or 300 Series Stainless Steel in accordance with ASTM F593 and F594, and be compatible with aluminum in a marine environment.

D. Rollers for gangways shall be UHMW polyethylene with ultra-violet light inhibitor added. Rollers shall have sealed bearings which do not require lubrication. Axles shall be Type 316 stainless steel.

PART 3 – EXECUTION

3.1 DESIGN REQUIREMENTS

A. Framing and structural components of the gangways shall be designed with minimum safety factors on working stress which conform to those set forth in the latest issue of the Aluminum Association "Specification for Aluminum Structures" using allowable stresses for bridges. For non-aluminum components, similar safety factors shall apply.

B. The gangway structure, decking, and transition plates shall be designed to withstand a minimum uniform vertical live load of 50 pounds per square foot of deck surface area, in combination with the structure dead load. Allowable deflection shall be L/240 where “L” is the free span between contact points in inches.

C. Design loads shall also consider stresses resulting from handling and installation, and provide notations on how to lift to unload and set in place.

D. The horizontal design load shall be the wind load for the site location, as specified in Section 02852 – FLOATING DOCKS (ATTENUATOR), using the wind speed specified for the unoccupied (storm condition) floating docks. The horizontal design load shall be in combination with the dead weight.

E. Minimum loads for gangway guardrails, handrails, and toe rails shall include the following independent load cases: (1) 20 lb/ft continuous load applied to the entire

length and at the centerline of the element in any direction, and (2) 250 lb point load at any location and direction.

F. Gangway lengths and overall widths shall be as shown on the Drawings. Gangway lengths shown on the Drawings do not include transition plates.

G. Gangways shall be designed to incorporate the dead load weights of all utilities that traverse the gangway. Additional dead load weight of gangway shall be coordinated with the dock manufacturer to ensure adequate flotation under the gangway landing so that landing area maintains the same freeboard as the rest of the floating attenuator.

H. Contractor shall provide design and installation for securely fastening the gangway to the fixed shore structure (ADA ramp on fixed pier). Shoreside connections shall be designed to withstand the design dead and live loads imparted on the gangway and hinged to allow free vertical movement of the gangway with the site's normal and extreme water levels.

I. All connection and utility routes shall be incorporated into the gangway design. Cable, hose, and pipe hangars shall be of similar material to the gangway or stainless steel and designed to support the maximum loaded condition of the utilities to minimize chafing, etc.

J. Decking shall be of aluminum plank flooring with integral non-skid surface and have no gaps exceeding ½ inch in the walking surface. Cross-cleats or other mechanical devices shall not be used to achieve non-skid capacity.

K. Gangway denoted as "ADA Compliant" on the Drawings shall be fully compliant with ADA Standards Section 1003.

L. Transition plates at ADA Compliant gangway shall not exceed 1V:12H or length of 6 ft, which may require recessing of the waterward end of the gangway into the floating dock. In no case shall any transition plate exceed a slope of 1V:3H or include gaps larger than ½ inch. Transition plates shall be the full width of the gangway and be attached to the gangway with a continuous pipe hinge. Transition plates shall include edge protection and handrails, where required by ADA Standards. Transition plates shall include a continuous UHMW polyethylene wear block, beveled as necessary to comply with accessibility requirements.

M. The design water level for the gangway system is the 10-yr stillwater elevation (SWEL) [see Part 1.5 of Section 02852 – FLOATING DOCKS (ATTENUATOR)]. The adjacent fixed pier and bulkhead cap are underwater at this elevation and the gangway will be considered unusable when the water is above this elevation. The design-build contractor must show in their shop drawings submittal that the gangway is functional at lowest astronomical tide (LAT) and the 10-yr SWEL without damaging the gangway landing dock. Contractor should include removal procedures or alternate plan when water levels are expected to exceed the design water level so that docks will not be damaged.

3.2 FABRICATION REQUIREMENTS

A. Handrails shall be fabricated and installed to conform to ADA Standards. Handrails shall be aluminum alloy tube or pipe, with a 1.5 inch outer diameter and smooth gripping surface, located 42 inches above the deck surface.

B. Openings in guardrails shall not permit passage of a 4-inch diameter sphere.

C. The dockside end of the gangway (rollers and transition plate) shall ride on aluminum, UHMW polyethylene, or alternate approved deck plates installed to provide protection to the dock surface and silent operation during normal and extreme water level movements.

D. Appropriate dielectric materials (non-conducting insulators, bushings, or bituminous paint) shall be used to separate dissimilar metals or where metal comes in contact with concrete or treated timber. Indicate materials and locations on Shop Drawings.

E. All welding shall be performed in accordance with AWS D1.2.

END OF SECTION

SECTION 02852
FLOATING DOCKS (ATTENUATOR)

PART 1 – GENERAL

1.1 WORK INCLUDED

A. The Work covered under this Section shall consist of designing, manufacturing, furnishing, and installing the floating attenuator, pile anchor system for the attenuator, pile guides, cleats, fenders, and other marine hardware and accessories as may be shown or enumerated on the Drawings. All materials shall be approved by the Design Criteria Professional.

B. The floating dock system is schematically represented on the Drawings as typical forms. The Contractor shall design, manufacture, furnish, and install a complete system that meets or exceeds the performance criteria of these Specifications.

C. The Contractor is solely responsible for his own interpretation of the site conditions, including the gathering of additional data as Contractor deems necessary to fully identify and evaluate the site conditions. The Contractor is solely responsible for the design, quality, and performance of the dock product and anchoring system.

D. The information provided herein represents minimum requirements which all proposed systems must meet.

E. The Contractor shall submit with his Bid the proposed anchor system layout plan and description, the proposed dock system description and specifications, catalog cut sheets for any commercially available components included, and any proposed exceptions or changes from the Drawings and these Specifications.

1.2 RELATED WORK

A. Section 02454 – Marine Piling

B. Section 02501 – Dock Utility General Requirements

1.3 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only and refer to the latest editions of each.

THE ALUMINUM ASSOCIATION, INC. (AA)

AA Specification for Aluminum Structures

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI B27.2 Plain Washers

AMERICAN SOFTWOOD LUMBER STANDARD (ASLS)

ASLS PS 20 Voluntary Product Standard, American Softwood Lumber Standard

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A36 Carbon Structural Steel
ASTM A123 Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A307 Standard Specification for Carbon Steel Bolts and Studs, 60000 PSI Tensile Strength
ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A706 Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement
ASTM A775 Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A1064 Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM B209 Aluminum and Aluminum-Alloy Sheet and Plate
ASTM B211 Aluminum and Aluminum-Alloy Bar, Rod, and Wire
ASTM B221 Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
ASTM B308 Aluminum-Alloy 6061-T6 Standard Structural Profiles
ASTM B429 Aluminum-Alloy Extruded Structural Pipe and Tube
ASTM B547 Aluminum-Alloy Formed and Arc-Welded Round Tube
ASTM C33 Standard Specification for Concrete Aggregates
ASTM C150 Standard Specification for Portland Cement
ASTM C272 Standard Test Method for Water Absorption of Core Materials for Sandwich constructions
ASTM C330 Standard Specification for Lightweight Aggregates for Structural Concrete
ASTM D1.2 Structural Welding Code – Aluminum
ASTM D638 Standard Test Method for Tensile Properties of Plastics
ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
ASTM D1248 Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable
ASTM D1505 Standard Test Method for Density of Plastics by the Density-Gradient Technique
ASTM F593 Stainless Steel Bolts, Hex Cap Screws, and Studs
ASTM F594 Stainless Steel Nuts
ASTM F3125 Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi (830 MPa) and 150 ksi (1040 MPa) Minimum Tensile Strength, Inch and Metric Dimensions

AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)

AWPA U1 User Specification for Treated Wood
AWPA T1 Processing and Treatment Standard
AWPA M4 Standard for the Care of Preservative-Treated Wood Products
AWPA P5 Standards for Waterborne Preservatives

AMERICAN WELDING SOCIETY, INC. (AWS)

AWS D1.1 Structural Welding Code-Structural Steel
AWS D1.2 Structural Welding Code- Aluminum

AMERICAN WOOD COUNCIL (AWC)

NDS National Design Specification for Wood Construction and Supplement Design Values for Wood Construction

SOUTHERN PINE INSPECTION BUREAU (SPIB)

SPIB Grading Rules

AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG)

ADAAG Section 15 Recreational Facilities

OTHER DESIGN GUIDANCE

FBC Florida Building Code (6th Edition) 2017

NFPA National Fire Protection Agency (NFPA) Standards

ASCE Planning and Design Guidelines for Small Craft Harbors, ASCE Manuals and Reports on Engineering Practice No. 50, Third Edition, 2012

Tobiasson, Kollymeyer Marinas and Small Craft Harbors, 2nd edition, Westviking Press, 2000.

1.4 SUBMITTALS

A. Qualifications – The installing Contractor shall be a qualified Marine Contractor licensed to perform work in the project area. The Dock Manufacturer shall be as noted herein. Any proposed alternates shall be approved by the Design Criteria Professional and shall have a minimum of 10 years continuous experience in floating dock design and fabrication and shall be required to submit a list of previous experience to the Design Criteria Professional. The Dock Manufacturer shall have in-place a Quality Control Program for the installation of the floating dock system.

B. Bid Submittal – To ensure that the Dock Manufacturer is capable of designing and manufacturing a floating wave attenuator system that will meet the intent of the Project, any proposed alternate Dock Manufacturer not noted herein is required to submit, with the Bid, example floating wave attenuator and anchorage calculations from a previous project or combination of previous projects. Example calculations should include enough information to show that the system design accounts for wind, wave and current loadings as well as tranquility requirements and site-specific geotechnical conditions.

The Contractor shall provide, with the bid, the names and Florida license information for each engineer who will sign and seal any portion of the submittal package. The Contractor shall identify the industry accepted calculation method and/or commercial software proposed to be used for anchorage design. The Dock Manufacturer's proposed design engineer's qualifications and experience in floating dock and attenuator design and proof of professional liability insurance, to Owner's requirements, shall be submitted for Design Criteria Professional approval.

Flotation specifications and detailed warranty information shall be provided with bid submittal.

C. Attenuator Anchorage Design Submittal

1. Following the award of contract and prior to fabrication, the Contractor shall complete a thorough submittal package which includes all design calculations (including methods and references thereto, assumptions and safety factors), shop drawings and other details of the floating dock system design. The submittal shall provide clear calculation procedures used to arrive at stated values for each of the items listed in this Specification. It will be the Design Criteria Professional's role to, on behalf of the Owner, review the methods and calculations used by the design engineer to ensure general conformance of the design with the intent of the project. If the Design Criteria Professional requires additional clarification of the methods or calculations, in order to satisfy himself of general conformance, the Contractor's design engineer shall promptly provide the requested information. Delays in the project schedule due to inadequate or non-conforming floating dock and anchorage design submittal packages will not be grounds for project extension.

2. All calculated values must be supported by calculations that follow industry standard or industry accepted methods and all assumed values must be supported by reference. The attenuator and anchorage design submittal package must include the following items at a minimum:

a. Dimensional layout of attenuator system to be furnished under this Contract. Include distances from navigation channels and adjacent shorelines (mean high water line as indicated on Drawings). Include general layout/locations of all fixed appurtenances located on the docks (power pedestals, fire cabinets, standpipe stanchions, etc.).

b. Engineering calculations showing compliance with the performance criteria specified herein. Allowable stresses for the materials used shall be defined by current, professionally recognized construction and design standards.

(1) Compliance with dead, live, and combined load requirements considering both bending and deflection.

(2) Compliance with freeboard requirements under specified load conditions.

(3) Design for anchor piles, including pile number, type/material, size, and lateral capacity analysis. Anchorage design must account for a design worst case loading condition which includes wind, wave, and current loads applied at the appropriate elevation to account for storm surge (refer to paragraph 1.5

and Drawings). Maximum shear and bending moment shall be checked against that allowable of the piling material properties as well as the lateral capacity of the soils. Deflection at the mudline and deck level shall be specified by the design engineer. Adequate pile embedment must be identified by the design engineer and supported with an acceptable pile design program or calculation method.

(4) Transfer of loads to pile guides. Includes pile guide design and transfer of loads to piling to ensure adequacy of bracing and attachment.

(5) Determination of extreme fiber stresses in major members when loading conditions are applied to the dock. Calculations must, at a minimum, account for shear, moment and torsion at floating dock section connections, junctions, splice locations and internally within the framing of the system at representative cross-sections. Provide details referenced to locations for each section checked.

(6) Effects of combined loading on members and connections due to vertical and lateral forces.

(7) Transfer of vessel loads to cleats and dock. Calculations must demonstrate that cleat attachments are sufficient for each dock section based on anticipated vessel under design wind condition.

(8) Detail design of knee braces to resist indicated loading conditions.

(9) Transfer of forces by use of adequate bracing, struts, bolting, etc.

(10) Flotation calculations for typical system components and adjacent to large concentrated loads.

(11) Splice locations and detailing so as to transfer loads from member to member.

(12) Lateral and torsional stability of the dock.

(13) Fatigue of system and components based on the anticipated wind and wave climate.

(14) Wave attenuator structural design and wave attenuation calculations. Wave attenuation calculations shall include both typical/operational and extreme design conditions.

c. Typical sections or details, and catalog cut sheets of the following-

(1) Wave attenuator, including flotation, framing, decking, and connections

(2) Anchorage system, including piles and pile guides

(3) Cleats and bollards

(4) Fendering/bumper strip

(5) Pile caps

(6) Gussets, where needed

(7) Gangway articulation and related hardware

(8) Utility raceways

(9) Dock accessories (fire suppression, pedestals, etc.)

(10) Individual details and cross sections shall be clearly referenced to applicable plan view/layout drawings.

d. All sections of the Attenuator and Anchorage Design submittal package must be signed and sealed by a design engineer licensed in Florida who will be considered the “Engineer of Record” for the attenuator and anchorage system. It may be permissible to have more than one design engineer for the system; however, it must be clear who the Engineer of Record is for each portion of the Attenuator and Anchorage Design submittal package. Once the final attenuator and anchorage system design submittal is reviewed for general conformance by the Design Criteria Professional, it shall not be modified in any significant way without Design Criteria Professional’s written consent. Fabrication shall not commence prior to Design Criteria Professional’s review and acknowledgment of general conformance.

D. Warranty – Provide a minimum 5-year written warranty for the installed floating dock product, including materials and workmanship under the design conditions described herein. Contractor shall ensure that Dock Manufacturer's representative provides annual inspections of the facility for the duration of the warranty period. Annual inspections shall include a summary report of recommendations to the Owner. A detailed operations and maintenance manual shall be provided in digital and hard copy format to the Owner at the time of acceptance. Warranties shall commence on the date of final project acceptance.

E. Operations & Maintenance Manual – Submit two (2) copies of the Dock Manufacturer’s operations and maintenance manual for all floating dock system components. The manual shall include instructions, recommended frequency of maintenance procedures, and materials by brand name and specification. The manual shall be provided in a bound document on 8.5” x 11” format. The cover shall be identified as “Floating Dock System O&M Manual”.

F. Pile Tests – Pile tests may be required if pile installation does not reach design tip elevations or indicates weaker soil conditions than the geotechnical report identifies. Submit a procedure for approval to test piles meeting this criteria to determine lateral loading capacity of the piles to meet floating dock manufacturer’s specification and extreme dock loading requirements. Submit test results, when completed, to Design Criteria Professional for review.

G. Dock Manufacturer’s Final Certification

H. Contractor's dock measurements and load tests (if required)

1.5 FLOATING DOCK SYSTEM PERFORMANCE CRITERIA

A. Information presented is based upon the Design Criteria Professional's best estimate of those environmental and physical factors that reasonably can be expected to affect the design, performance, and durability of the proposed floating dock system. All floating dock system designs shall be subject to thorough engineering analysis using all relevant criteria, whether stated herein or not, that could affect the structural integrity of the installed docking system. Final design calculations shall be prepared by the Engineer(s) of Record and submitted by Contractor to the Design Criteria Professional for review and acknowledgement of general conformance prior to starting fabrication.

B. Final design calculations shall furnish proof that the floating dock system is designed to withstand the loading, singularly or in combinations given hereinafter, without damage throughout the design life of the system. The floating dock system shall be designed for a minimum 25-year life expectancy in the marine environment.

C. Basic Design Conditions for Attenuator:

Water Levels

Design Depth	(-)14 to (-)26 ft NAVD88 (refer to Drawings)
Typical Tidal Range	6.02 ft mean, 6.56 ft diurnal range
10-yr Still Water Level	5.6 ft NAVD88
Highest Astronomical Tide	4.5 ft NAVD88
Mean High Water	2.4 ft NAVD88
Mean Low Water	(-)3.6 ft NAVD88
Lowest Astronomical Tide	(-)5.4 ft NAVD88
Storm Condition (50 yr MRI)	7.4 ft NAVD88
Minimum Pile Cutoff Elevation	13.5 ft NAVD88

Wind Speed *(submittal should show calculations for each case)*

Maximum Operational (full occupancy)[1]:	86 mph (ASCE 7-10 MRI 25-yr, 3-sec gust); 6.0 ft NAVD88
Storm Condition (no occupancy):	118 mph (ASCE 7-10, Risk Cat 1, 3-sec gust); 7.4 ft NAVD88

[1] Operational wind speed on berthed vessels may be adjusted to a 30 second duration for determination of wind pressure loads. Maximum operational conditions are considered 25-yr storm conditions and assume full occupancy. Occupancy levels should be reviewed by Marina Operator.

Wave Conditions *(submittal should show calculations for each case)*

Maximum Operational (full occupancy):	H_s = 2.9 ft, T_p = 3.1 sec (all directions)
Storm Condition (no occupancy):	H_s = 3.5 ft., T_p = 3.3 sec (all directions)
Vessel Wakes	Occasional 1.5 ft., 3.0 sec

Current Speeds

Currents shall be assumed to act in an along-channel direction.

Maximum Operational (full occupancy):	3.5 feet per second
Storm Condition (no occupancy):	4.9 feet per second

Floating wave attenuator permitted maximum beam and minimum draft are indicated on the Drawings. Contractor shall provide calculations or other documentation subject to acceptance by the Design Criteria Professional that demonstrates compliance with the attenuation and structural design requirements. Contractor may propose alternate dimensions which do not violate the permits, but in such case Contractor shall provide additional analysis to demonstrate compliance with the performance specifications. Attenuation calculations may assume incident waves approach floating attenuator at 25 degrees from normal.

Attenuation requirements:

Operational (Full Occupancy, Continuous):	Attenuator H_s = 1.2 ft (1.9 sec) to H_t <= 0.5 ft
Maximum Operational (Full Occupancy):	Attenuate H_s = 2.9 ft (3.1 sec) to H_t <= 0.9 ft
Storm Condition (No Occupancy)[2]:	Attenuate H_s = 3.5 ft (3.3 sec) to H_t <= 2.0 ft
Occasional boat wake:	Reduce H_{max} = 1.5 ft, 3 sec wake to not more than 0.7 ft

1. Horizontal loadings for each occupancy case listed above shall be applied at the total water level plus prescribed freeboard. Total water level shall include the noted water level plus 50 percent of the wave height.

2. Contractor shall indicate assumptions and factors of safety used in design to allow for the possibility of site conditions that exceed the conditions indicated herein.

[2] An occasional 2 ft wave height is generally considered an acceptable "survival" wave height for industry typical interior floating docks.

PART 2 - PRODUCTS

2.1 GENERAL

The following requirements are a minimum and must be met by the Contractor in accordance with the requirements of Part 1 of this specification section. Approval for any alternates must be obtained in writing from the Design Criteria Professional.

2.2 FLOATING DOCK SYSTEM

A. The floating dock system will be constructed of concrete-encased pontoons rigidly connected with a waler system, sectional pre-cast concrete flotation units, or composite docks with poly-encapsulated pontoons or concrete pontoons, steel or aluminum frames, and decking connected with semi-rigid connections capable of transmitting all loads imposed upon individual dock sections, or combinations of dock sections, to the floating dock anchor piling.

B. For sectional pre-cast concrete systems, individual dock sections shall be connected to form continuous sections of floating dock by semi-rigid bolted connections capable of transmitting all loads imposed upon individual dock sections, or combinations of dock sections, to the floating dock anchor piling.

C. Floating dock sections shall consist of a reinforced concrete deck and reinforced concrete side walls. Minimum reinforced concrete thicknesses shall be 2”. The foam core shall be coated or sealed to prevent any contact between the foam and seawater and protect it from damage.

D. For section pre-cast concrete systems, the bottom and lower sides of all polystyrene foam shall be coated with a 1/8” thick layer of Polyurea Coating, such as manufactured by Polycoat Products – Polyeuro MPL 11 FR.

The following general material combinations for the floating dock system (except accessories) are acceptable:

2.3 CONCRETE

A. Concrete shall comply with applicable provisions of American Concrete Institute (ACI) publications and this special provision. Aggregate shall be lightweight type suitable for saltwater exposure conforming to ASTM C330. Concrete mix design (ACI 211.2) shall be the responsibility of the Contractor and subject to review by the Design Criteria Professional.

Structural Concrete

1. Structural concrete shall conform to ASTM C150, Type II cement. The water/cement ratio shall not exceed 0.40.

2. Minimum compressive strength at 28 days shall be 6,000 psi.

3. Concrete shall have a minimum average wet density of not less than 145 pcf. “Light-weight” or “Medium-weight” concrete shall not be used.

4. Aggregates shall conform to ASTM C33.

Copies of the laboratory mix design test results and of the proposed mix design shall be submitted to the Design Criteria Professional for review prior to commencement of casting operations. Concrete testing shall be as follows:

1. All concrete testing shall be done by certified personnel. Certification shall be in accordance with ACI. All concrete testing methods shall be done in accordance with the respective ASTM specifications.

2. Five (5) compressive test cylinders shall be taken daily per mix, cured and tested by either an independent testing laboratory or by an on-site, Design Criteria Professional approved, certified testing facility. Test results shall be submitted on one each: 3-day, 7-day, 14-day, 28-day, and one hold cylinder. Testing laboratories to be used must be submitted to the Design Criteria Professional for review and approval prior to commencement.

3. Unit weight and entrained air tests shall be taken daily from the same material sample used for the compressive test cylinders.

4. Daily concrete cylinder test reports shall be submitted to the Design Criteria Professional on job complete basis.

5. All concrete testing for floating docks shall be done at the Contractor’s expense.

2.4 ALUMINUM

A. All aluminum construction shall be in accordance to AA "Specification for Aluminum Structures." Extrusions shall be aluminum alloy 6061-T6. The material shall be temper suitable for saltwater service in accordance with applicable ASTM Standards B209, B211, B221, B308, B429, and B547 for various materials used. All welds shall be in accordance with AA "Specifications for Aluminum Structures" and ASTM D1.2. All fasteners shall be Aluminum or 316 Series Stainless Steel in accordance with ASTM F593 and F594.

2.5 STEEL

A. Reinforcing Steel

1. Reinforcing steel shall conform to ASTM A615 or A706, grade 60.

2. Reinforcing steel consists of horizontal and vertical bars in accordance with structural design drawings.

3. Steel shall be hot-dip galvanized per ASTM A123 or epoxy coated per ASTM A775.

4. Steel reinforcement may be replaced with equivalent welded wire mesh per ASTM A1064.

B. Fasteners

All structural bolts and structural hardware shall be hot-dip galvanized or stainless steel. Anchor bolts, threaded inserts and embedments in concrete shall be ASTM F593, Group 2, (316) stainless steel with a welded loop or horizontal bar hook (or equivalent). Nuts shall conform to ASTM F594, Group 2 (or equivalent).
All fabrication and miscellaneous steel shall conform to ASTM A36 and shall be hot-dip galvanized after fabrication in accordance with ASTM A123. All screws, bolts, nuts, and lock washers shall be 316 Stainless Steel in accordance with ASTM F593 and ASTM F594. Flat washers shall be type ANSI B and be 316 stainless steel. Welded wire fabric (WWF) shall be provided in accordance with ASTM A1064 and shall be hot-dip galvanized after fabrication in accordance with ASTM A123. Structural reinforcing steel shall be provided in accordance with ASTM A615, grade 40 or better.

2.6 TIMBER

A. All exterior (visible) structural wood and wood fendering in the splash zone shall be Southern Yellow Pine No. 1 (or approved equivalent) hand selected – no downgrades allowed – with a minimum CCA (Chromated Copper Arsenate) content equal to 0.6 pounds per cubic foot (pcf) – moisture content not to exceed 19% after treatment, KDAT or S-Dry. All submerged wood members shall be treated to 2.5 pcf CCA. Interior (non-visible) structural wood shall be minimum Southern Yellow Pine No. 2 (or approved equivalent) and shall comply with the treatment and moisture requirements mentioned herein.

B. All wood shall comply with American Softwood Lumber Standards Committee, PS 20 Washington, DC, to grade the species. All lumber specified for treatment shall be treated to the requirements of American Wood Protection Association (AWPA) U1-17 and T1-17. All field cuts and holes shall be treated in accordance with AWPA M4-15. Timber for decking shall be naturally decay-resistant exotic wood species (IPE). Any proposed use of exotic timber shall be accompanied by product specifications, harvest certification, and is subject to Owner and Design Criteria Professional's approval.

2.7 PONTOONS

A. Pontoon shells shall be manufactured as described below:

1. Plastic Pontoons: Shells shall be manufactured from rotationally molded high-density polyethylene or cross-linked polyethylene material conforming to ASTM D1248. The polyethylene shall be black in color and have a minimum wall thickness of 0.15 inch. Suppliers of pontoons shall present evidence that the pontoon being supplied is free of cracks and thinning of material below 0.15 inch at the corners and upper flanges of the pontoon. Pontoons shall be attached to the dock system structure with mounting flanges so that all the edges of the flanges are bolted to structural members to minimize flexing and deformation of the pontoon. Each pontoon shall be completely filled with "foamed-in-place" closed cell, 1.0 pcf minimum density polystyrene foam. Shells must fully encase foam.

Pontoon shells may also be linear low-density (or Design Criteria Professional approved equal) polyethylene and blow molded, so long as the resultant shell is seamless. The base material for all polyethylene shells shall conform to the following minimum requirements: minimum density 0.937 g/cc per ASTM D1505; minimum ultimate tensile strength of 2,560 psi per ASTM D638; and minimum flexural modulus of 96,000 psi per ASTM D790. All other thickness, color, and attachment requirements of the polyethylene shells remain unchanged.

Flotation specifications and warranty shall be provided with bid submittal.

2. Concrete Pontoons:

   Pontoons that are concrete encased and also serve as the structural element/deck, etc. shall be completely filled with 1.0 pcf minimum density expanded polystyrene foam. Each pontoon shall have concrete coverage on all six sides that meets the following minimum thickness:

Top slab	2 inches
Sides	1.5 inches
Bottom	1 inch

   Concrete flotation units, when not used as a monolithic float and structural element, shall have minimum wall thickness of 0.75 inches if reinforced with fiberglass.

3. Foam: The resultant expanded polystyrene foam block shall have a minimum density of 1.0 pcf. The block shall be solid with no loose beads or void areas and have a maximum water absorbency of 3 percent by volume per ASTM C272.

   All materials used in the fabrication of the pontoons shall be made from new material specially manufactured for the intended use. No regrind of foam materials shall be allowed and the supplier of the material shall certify that no regrind material is used in the foam for this project.

4. A description of Dock Manufacturer's warranty for flotation units shall be submitted to Owner in accordance with these specifications.

5. Upon commencement of manufacturing the flotation units, one unit (of typical size) shall be sent to the Design Criteria Professional for review and possible destructive testing to verify compliance with specifications upon request. Cost and shipping shall be paid by the Contractor.

2.8 FORMWORK

A. Float modules shall be cast in forms of sufficient strength and rigidity to maintain the intended size and shape during the casting process.

B. Forms shall be so constructed and braced so that all principal planes will be either true horizontal or true vertical and dimensions of the units will not vary more than 1/8-inch from the dimensions shown on the shop drawings, including diagonal distances corner to corner.

C. Forms shall be thoroughly cleaned after each use and coated with oil, paraffin, or other applications, as may be necessary to prevent bonding of the concrete and to leave clean, smooth and hard surfaces.

D. The foam core shall be pre-formed to the interior configuration as a solid block with an allowable variation of 1/8-inch from the dimensions shown on the shop drawings. Cores shall be securely anchored in place during the casting of concrete. Displacement that results in loss of minimum concrete cover over reinforcement of 1 inch or provides less than an overall concrete cover of 1½ inches for wall thicknesses or less than 2 inches for deck thicknesses shall be cause for rejection.

2.9 CONCRETE FINISHING

A. Concrete deck surfaces shall be broom finished in the direction perpendicular to the long axis of the dock to give a coarse, non-slip surface. Edges shall be finished uniformly 3 inches back onto the deck with a smooth finishing tool that will give a bull-nosed edge to ½ inch radius.

B. Each float module shall be permanently marked in an accessible place on the exterior surface identifying the manufacturer and showing casting date and lot number.

C. Concrete floats containing hairline cracks which are visible but not measurable by ordinary means may be accepted. Concrete floats with cracks 1/8” wide or larger may be cause for rejection unless the contractor proposes a repair plan using an approved epoxy grout, subject to approval by Owner.

2.10 FIRE SUPPRESSION AND SAFETY ITEMS

A. Contractor shall furnish and install portable fire extinguishers (and mounting boxes) in accordance with NFPA 303, Fire Protection Standard for Marinas and Boatyards, latest Edition, in general locations shown on Drawings. Contractor shall provide life rings at each fire extinguisher location. Contractor shall provide final locations of and mounting detail (including product information) for fire extinguisher and life ring stanchions with Shop Drawing submittal. Fire extinguisher cabinets shall be of the type shown or approved equal and installed where indicated on the Drawings.

B. Contractor shall also design, furnish, and install a fixed standpipe system as described on the drawings.

2.11 CLEATS AND BOLLARDS

A. Cleats and bollards shall be made of galvanized steel or non-corroding alloys and appropriately sized for each berth. Almag “S” cleats are prohibited. Cleats and bollards shall be securely bolted to the dock framework. Contract to provide calculations showing that bollard and cleat anchoring shall meet the capacity requirements below. Bollards shall be included on the waterward side of attenuator only.

B. Contractor is responsible for final cleat and bollard design and shall provide a cleat and bollard arrangement pattern, selected cleat and bollard specifications, and design calculations with design submittals. Minimum criteria include:

Waterward Attenuator Face

	Capacity	Size (inches)	Spacing (feet)
Cleats	3.5 tons	15	10
Cleats	5 tons	18	15
Bollards	15 tons	N/A	20

Landward Attenuator Face

	Capacity	Size (inches)	Spacing (feet)
Cleats	3.5 tons	15	10

PART 3 – EXECUTION

3.1 DESIGN REQUIREMENTS – FLOATING DOCK STRUCTURES

A. Dead Load

Shall consist of the entire weight of the floating structure including projected marine growth, utilities, and all other accessories and support appurtenances. Special floats must be designed to support the additional concentrated loads imposed by gangways, transformers, on-dock structures, and other equipment/utilities. Floats with special loading shall have the same freeboard as floats with no such loading, so that there will be no residual stresses to tilting when such floats are interconnected.

B. Vertical Live Loads

1. Minimum uniform vertical live load of 50 pounds per square foot, or 650 pounds concentrated load on any area 2 ft square, both for flotation and on dock frame and deck structures.

2. Vertical Wave Load: Vertical wave force based on design wave height (paragraph 1.5.C) applied to the main walks, assuming ends of the dock are fixed.

C. Flotation

1. The flotation shall be sized and located to satisfy the following base conditions:

a. Freeboard under dead load only at acceptance:
i. 28 inches (+/- 1 inch) – all docks

b. Minimum freeboard under combined dead load and full live load:
i. 18 inches (+/- 1 inch) – all docks

2. Floating docks shall meet the following requirements:

a. Dead load plus a concentrated live load of 400 pounds applied vertically at

any location on the main dock surface shall not tilt the dock more than six degrees from horizontal or overstress the framing members.

b. Dead load plus uniform live loading on one-half of the dock width or under dead load plus concentrated load of 400 pounds applied vertically within 12 inches of any side shall not have more than 5 degrees of tilt from the horizontal.

3. Maximum dead load deflection for main walk docks (applies to length and width): 1 inch in 10 feet at acceptance; 1.5 inches in 10 feet at the end of warranty period.

4. Dead load freeboard shall be maintained within two inches of that identified in these specifications for a period of five years following installation.

D. Horizontal loads

1. A uniform horizontal wind loading from any direction shall be calculated based on the design wind pressure on all surfaces, for each of the vessel occupancy scenarios described above. For wind pressure loading, average vessel profile heights shall be based on upper curves, Figure 3-15, p. 219, “Planning and Design Guidelines for Small Craft Harbors”, ASCE Manuals and Reports on Engineering Practice No. 50 (2012) and the slip length indicated on the Drawings. Design-Build contractor should assume a 250 ft length overall (LOA) design vessel for the waterward side of the attenuator and a 70 ft LOA vessel for the landward face. For very large vessels, assume an average profile height of 12% of LOA. Each shielded vessel shall be assumed to receive 20% of the unshielded wind loading. Compute wind load from all directions including outer diagonal opposite corners of docks and fingers. Do not deduct for walkways, fingers, or open areas between boats. Contractor shall also identify, determine, and state the maximum wind pressure load that the unoccupied docking system can withstand, based on the other design parameters provided within this specification.

2. A horizontal load due to impact on a dock or finger pier shall be the result of a 250 ft craft striking the dock at 45 degrees. The craft shall be considered moving at a speed of 2 fps. Vessel displacement in pounds shall be computed as [18 * (vessel length)^2], where vessel length is length overall in feet.

3. Loading due to waves shall be calculated on wave design conditions provided in Section 1.5 C of this Specification.

4. Floating debris load allowances shall be included in the design of the system. Current design conditions provided in Section 1.5 C of this Specification.

5. Pile layout and design shall be in accordance with the requirements of this Section and Section 02454, MARINE PILING. Pile system shall restrain the floating docks under the extreme loading described herein.

E. Additional Load Combinations

1. Dead Load + Vertical Wave Load: Loading to be applied to analyze and determine the adequacy of a large portion of the system to sustain the loading for fatigue, based on more than two (2) million cycles.

2. Dead Load + Vertical Wave Load + Wind Load: Loading case to determine the stresses in the dock system structural elements.

3. Dead Load + Horizontal Wind Load + Horizontal Wave Load: Loading case to determine anchor pile requirements.

4. Overstress factors are allowed for above loading combinations when either wind, wave, or berthing forces are analyzed.

F. Berthing layout shall be designed and installed as schematically shown on the Drawings. Any significant deviations required based on the Dock Manufacturer's proprietary product(s) shall be submitted to Design Criteria Professional for approval.

3.2 FABRICATION REQUIREMENTS – FLOATING DOCK STRUCTURES

A. Finished metal members shall be free from twists, bends, distortions, open joints, sharp edges, and burrs. Ends of exposed metal members shall be rounded or beveled. All coping and mitering shall be done with care.

B. Adjacent floating dock modules shall be separated by neoprene pads (or alternate approved material) or otherwise connected so that maximum gap on the walking surface is 1/2 inch.

C. Drilling and cutting of steel after galvanizing shall be minimized. Where necessary, such holes and edges shall be painted with high zinc dust content paint. All welds over galvanized material shall be thoroughly cleaned and coated with two coats of cold galvanizing compound.

D. All welding shall conform to the requirements of the American Welding Society (AWS D1.1 for steel and AWS D1.2 for aluminum as applicable). Welds shall be a solid and homogenous part of the metals joined and shall be free from pits or scale, and shall be of full area and length required to develop the required strength for the intended use.

E. All bolts, nuts, and washers shall be set square with connecting structural members and the nuts shall be drawn tight. Lock washers or other devices or techniques shall be used to prevent nuts from loosening after being properly tightened. High strength bolts shall be used where required in accordance with the American Institute of Steel Construction specifications "Structural Joints Using ASTM F3125 Bolts". Deck fasteners shall be corrosion resistant stainless steel screws.

F. Lumber shall be counter-bored wherever projecting bolt heads or nuts may damage boats or provide a hazard to pier users. Counter-boring shall be sufficiently deep to permit installation of the bolts and nuts with washers well below the surface of the wood. The heads of dome head bolts may project above the surface.

G. Connections between floating pier modules or other elements such as lifting rings shall not protrude above the level of the deck. Gaps between deck boards shall be no less than $^{1}/_{16}$ inch and no more than ¼ inch. There shall not be any gap in the walking surface of the floating piers that exceeds ½ inch.

H. Connections shall be designed to permit removal and replacement of connectors without the necessity of removing other components for access. Connectors shall be of materials that are easily available and shall be positively contained so as to prevent their working free under normal conditions. All connections must be capable of transmitting all loads and forces imposed upon the structure.

I. All deck surfaces shall be level and properly drained so that water will not puddle on the deck surface. Adjacent dock modules shall have less than 1/8-inch difference in elevation.

J. Any potential corrosive installation of dissimilar materials shall be properly insulated to minimize or eliminate corrosion in the marine environment.

3.3 DESIGN REQUIREMENTS – DOCK ACCESSORIES

A. Pile guides for floating docks shall allow free vertical movement of the dock, while minimizing damage due to normal dock movement caused by tides, boat wakes, water fluctuation, and seasonal winds. Piles and pile guides shall be of sufficient strength and number to secure the dock system under the extreme loading conditions given in Section 1.5 C, per the Contractors design. Pile guides for the attenuator shall be internal to the extent possible. Pile guides shall be internal in all areas where vessels will be moored alongside. Where Dock Manufacturer does not require gussets for structural purposes, exposed pile guide shall be framed with bumper and rub rail to protect vessels from impact damage.

B. Dock utilities shall be supplied and installed as described in the Drawings and Section 02501 DOCK UTILITY GENERAL REQUIREMENTS. Appropriate conduit and/or raceways, stub-up locations, access panels, and junction boxes shall be provided to accommodate all required utility services to and on the docks. Contractor shall coordinate requirements of dock utilities with Dock Manufacturer during design and fabrication process, including access/routing and dead loads. Utility access panels shall allow for easy access at regular intervals along the deck surface and provide direct access at all indicated valves, expansion joints, flexible piping connections, etc. as indicated on the utilities plans.

C. All work shall conform to reviewed and approved Shop Drawings. Construction details and colors of the completed dock system shall be consistent throughout.

D. All floating dock design and construction, including appurtenances and accessories shall comply with the provisions of Americans with Disabilities Act Accessibility Guidelines (ADAAG) Section 15.2.

3.4 FABRICATION REQUIREMENTS – DOCK ACCESSORIES

A. Pile guides shall be of a multiple roller or rub block type and allow full vertical movement of the pier system without inducing binding or torsion into the system. Pile

guides must be of sufficient strength to secure the system under the extreme loading conditions given in Section 1.5 C of this Specification. Guide pile rollers shall include a roller made of ultra-high molecular weight plastic mounted on a stainless-steel axle. The mounting bracket shall be galvanized after fabrication. Rollers shall be configured for simple replacement and be adjustable.

B. Any potential corrosive installation of dissimilar materials shall be properly insulated to minimize or eliminate corrosion in the marine environment.

C. The floating dock section at the gangway landing shall include appropriate contact surfaces for accepting the gangway landing wheels and transition plate, so that movement of the gangway and transition plate will not wear on the dock surface over time or create unnecessary noise.

3.5 MATERIALS, TRANSPORT, HANDLING AND STORAGE

A. The Contractor shall take care in establishing handling methods to avoid damage to floating docks and other materials during removal, storage, assembly, and installation.

B. Do not stack items where damage may occur. Materials delivered and stored at either the manufacturing facility, staging area, or jobsite shall be properly stored on dunnage or by other appropriate means to prevent direct contact with the ground and unnecessary damage.

C. The Contractor is responsible for coordination of the storage, handling, and transport requirements for all materials with Dock Manufacturer and all Subcontractors. The Design Criteria Professional may reject floating docks or other materials damaged during execution of the Work and the Contractor shall replace such items at no additional cost to the Owner.

C. Excessive cracks, splits, stress marks, or other damage or manufacture defect in any flotation unit shall be cause for rejection of the unit. Any frequently recurring crack, split, stress mark, or other damage or manufacture defect pattern shall be considered indicative of inadequate design, fabrication or improper handling. Contractor shall correct such occurrences by replacement and appropriate changes in design, fabrication, handling or other procedures.

3.6 INSTALLATION, CERTIFICATION AND TESTING

A. The Contractor shall secure supervision and/or inspection services from the Floating Dock Manufacturer during the installation of their product.

B. Anchor pile installation shall be per requirements of Section 02454 – MARINE PILING, and related sections.

C. After final installation of the floating docks, the Manufacturer shall furnish to the Contractor and Owner written certification that the floating docks have been installed according to Dock Manufacturer's recommendations and engineering submittals described in this Specification. Certification must be submitted before the final application for payment is processed.

D. Prior to final acceptance, Design Criteria Professional reserves the right to direct the Contractor to perform load tests and freeboard measurements to ensure that the floating dock system meets the requirements of the Specification. Test may include:

   1. Measurement of dead load and live load freeboards.

   2. Measurement of list of all floats.

E. Contactor shall submit results of the above tests to the Design Criteria Professional with final “as built” drawings (including all floating docks, piles, accessories, and utilities), detailed fabrication drawings for floating docks, warranty, operations and maintenance manual(s), and listing of typical replacement parts, part numbers, and manufacturer contact information where applicable.

END OF SECTION

SECTION 13100
DOCK BUILDING

PART 1 – GENERAL

1.1 WORK INCLUDED

A. The Work covered under this Section shall consist of design and construction of a complete building associated with the marina facility, where shown on the Drawings. This construction includes foundation and decking as applicable, support structure, floors, walls, roof, doors, windows, and other specific accessories as may be described herein. All materials shall be approved by the Owner's Representative.

B. Related specifications for utilities are described in separate sections of this document.

C. The building is schematically represented on the Drawings as typical forms. The Contractor shall design, furnish, and construct a complete system that meets the performance criteria of these Specifications.

1.2 The installing Contractor shall be a qualified General Contractor licensed by the State of Florida**.** Contractor shall secure the required local building or construction permits. The manufacturer/supplier shall be approved and shall have a minimum of 10-years continuous experience in building construction and is required to submit a list of previous experience records to the Owner. Shop drawings and calculations showing compliance with the applicable Design Criteria specified in this Section shall be submitted in accordance with Section 01300.

1.3 *Physical Data*: refer to Part 1.5, Section 02852.

PART 2 – PRODUCTS

The following requirements are a minimum and must be met by each building/materials fabricator and designer in accordance with the requirements of Part 1, this Section. Alternate approval must be in writing from the Owner's Representative.

2.1 Performance Criteria:

A. Information presented is based upon the Design Criteria Professional's best estimate of those environmental and physical factors which reasonably can be expected to affect the design, performance, and durability of the proposed building. All building designs shall be subject to thorough engineering analysis using all relevant criteria, whether stated herein or not, that could affect the structural integrity of the building.

B. Final calculations shall furnish proof that the building ise designed to withstand the loading, singularly or in combinations given hereinafter, without damage throughout the design life of the building.

C. <u>Design Conditions</u>: The building shall be designed for the environmental conditions detailed in Part 1.5, Section 02852 and local building codes, as applicable.

2.2 Reference Documents: The latest revision of publications listed form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Part 1.3, Section 02852 for the reference list.

2.3 Materials

A. Building shall be uniquely constructed of appropriate materials for the anticipated conditions in the marine environment.

B. Building shall be uniform in appearance, designed to match the general style and colors of the existing dock house and Brett's Waterway Cafe.

C. The building shall be designed for a minimum 20-year life expectancy.

PART 3 – EXECUTION

3.1 General: The building shall be designed and constructed to withstand design loads in accordance with accepted building standards for exposure to the marine environment. Minimum sizing for structural members shall be according to accepted design and construction practices. Protective treatments, coatings, or painting shall be applied to building structure components as required by accepted standards.

3.2 Fuel Service Building (floating): The fuel service building on the floating attenuator shall be single story with peaked roof, ~450 sq ft timber frame with composite siding and metal roof. The building is subdivided into 4 rooms. This building shall include HVAC service, ceiling fans, work space/sales counter, sales/observation windows, and indoor/outdoor carpeting. This building shall include telephone service, CATV, 110VAC power outlets (interior and exterior), interior lighting, exterior lighting, three 1-in. cable conduits for VHF radio antennae, 2 exterior water spigots, plumbing for 1 interior spigot, and fire protection services as required by NFPA standards. Appropriate lightning arrestors shall be provided. The Owner's Representative shall provide any additional details required for this building.

END OF SECTION

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REPORT OF A GEOTECHNICAL EXPLORATION

Fernandina Harbor Marina Attenuator Replacement
Fernandina Beach, Florida

May 16,2018

PROJECT NO. 0930.1800058.0000
REPORT NO. 1567424

Prepared For:

City of Fernandina Beach
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May 16, 2018

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

Attention: Mr. Dale Martin, City Manager

Reference: **REPORT OF A GEOTECHNICAL EXPLORATION**
Fernandina Harbor Marina Attenuator Replacement
Fernandina Beach, Florida
UES Project No. 0930.1800058.0000 and Report No. 1567424

Dear Mr. Martin:

Universal Engineering Sciences, Inc. has completed a review and analysis of existing subsurface data at the site of the proposed floating dock replacement located in Fernandina Beach, Florida. This data was obtained in a Report of a Geotechnical Exploration by Atlanta Testing & Engineering (AT&E) dated May 12 ,1997. These services were provided in general accordance with our Proposal No. 1534589 dated February 23, 2018. This report contains an engineering evaluation with respect to the project characteristics described to us, and recommendations for groundwater considerations, foundation design, and site preparation. A summary of our findings is as follows:

- The borings performed by AT&E generally encountered very soft clayey silt and wood in the upper 16 to 27 feet below the mudline underlain with loose to firm clayey to very clayey fine sand and very soft to firm sandy clay to depths of 32 to 43 feet. The borings then encountered dense to very dense fine sand to depths of 46 to 54 feet underlain with very dense to very firm very clayey fine sand to depths of 54 to 63 feet below the mudline.

- The borings were performed in the water and encountered water depths of 2 to 6 feet.

- It is anticipated that several of the piles will be replaced. It is anticipated that compressive loads will be minimal. Parameters are provided for lateral LPILE analyses. UES can perform this analysis given the design loads.

We trust this report meets yours needs and addresses the geotechnical issues associated with the proposed construction. We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES, INC.
Certificate of Authorization No. 549

Stephen R. Weaver, P.E.
Geotechnical Services Manager
FL P.E. Number 37389
Date: 5/16/18
SRW/sw

STEPHEN R. WEAVER
LICENSE
NO. 37389
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Johnathan T. Miller, E.I.
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1.0 INTRODUCTION

1.1GENERAL

In this report, we present the results of the analysis of existing data of the subject site located in Fernandina Beach, Florida. We have divided this report into the following sections:

- SCOPE OF SERVICES - Defines what we did
- FINDINGS - Describes what we encountered
- RECOMMENDATIONS - Describes what we encourage you to do
- LIMITATIONS - Describes the restrictions inherent in this report
- APPENDICES - Presents support materials referenced in this report

2.0 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

Project information was provided to us through recent correspondence with you. We were provided with a copy of a Report of Geotechnical exploration for the site prepared by Atlanta Testing & Engineering dated May 12, 1997. This report includes boring logs for 12 Standard Penetration test borings performed at the site.

It is understood the City of Fernandina Beach proposes to replace 20 of the existing piles of the wave attenuator system at the Fernandina Beach Marina. It is desired to review the existing report and geotechnical data to provide recommended soil parameters for design of the proposed system. It is understood that pile supported docks are also proposed. It is assumed precast/prestressed concrete pile would be used to support the new system, however, details of the propsed design would need to be provided for us to provide a lateral analysis. It was indicated that additional borings are not desired, therefore UES will be required to rely on the existing data. We cannot, however, guarantee the accuracy of the existing data.

Our recommendations are based upon the above considerations. If any of this information is incorrect, or if you anticipate any changes, please inform Universal Engineering Sciences so that we may review our recommendations.

2.2PURPOSE

The purposes of this exploration were:

- to explore the general subsurface conditions within the area of the proposed dock structure;

- to interpret and evaluate the subsurface conditions with respect to the proposed construction; and

- to provide geotechnical engineering recommendations for groundwater considerations, foundation design and construction.

This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. Universal Engineering Sciences would be pleased to perform these services, if you desire.

Our work did not address the potential for surface expression of deep geological conditions. This evaluation requires a more extensive range of field services than performed in this study. We will be pleased to conduct an investigation to evaluate the probable effect of the regional geology upon the proposed construction, if you desire.

2.3 FIELD EXPLORATION

A previous field exploration was performed by AT&E and presented in a Report of a Geotechnical Exploration dated May 12, 1997. The exploration included boring logs for 12 Standard Penetration test borings performed at the site. Borings B-7, B-8, and B-9 appear to be near the proposed dock replacement and therefore were used to analyze the conditions near the existing floating dock.

3.0 FINDINGS

3.1 SUBSURFACE CONDITIONS

The boring locations and detailed subsurface conditions are illustrated in the attached previous Geotechnical Exploration in Appendix A. It should be noted that soil conditions will vary away from and between boring locations. Table 1 summarizes the soil conditions encountered for borings B-7, B-8, and B-9.

TABLE 1 General Soil Profile		
Typical depth (ft)		Soil Descriptions
From	To	
0	16 to 27	Very soft clayey silt and wood
16 to 27	32 to 43	Loose to firm clayey to very clayey fine sand and very soft to firm sandy clay
32 to 43	46 to 54	Dense to very dense fine sand
46 to 54	54 to 63*	Very dense to very firm very clayey fine sand
* Termination Depth of Deepest Boring ( ) Indicates Unified Soil Classification		

The borings were performed in the water at borings encountered water depths of 2 to 6 feet.

4.0 RECOMMENDATIONS

4.1 GENERAL

In this section of the report, we present our detailed recommendations for dock foundation design and construction and construction related services. The following recommendations are made based upon a review of the attached soil test data performed by AT&E, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. We recommend that we be provided the opportunity to review the project plans and specifications to confirm that our recommendations have been properly interpreted and implemented. If the structural loadings or the dock location change significantly from those discussed previously, we request the opportunity to review and possibly amend our recommendations with respect to those changes. The discovery of any subsurface conditions during construction which deviate from those encountered in the borings should be reported to us immediately for observation, evaluation and recommendations.

4.2 FOUNDATION RECOMMENDATIONS

4.2.1 General

Our geotechnical engineering evaluation of the site and subsurface conditions at the proposed dock location with respect to the anticipated maximum loads are based on (1) our site observations, (2) the field data provided to us, and (3) our understanding of the project information as presented in this report. Should the project information be changed, please contact us so that we can review our evaluation. The following paragraphs present our recommendations for the foundation system.

4.2.2 Pile Group Effects

We recommend the minimum pile spacing to pile diameter ratio (S/D) be on the order of 2.5 to 3.0. Using a minimum S/D ratio on this order, we anticipate that any capacity reductions due to nearby piles should be small and therefore, should be considered insignificant in the design of the foundation system. If S/D ratios will be less than 2.5 to 3.0, a reduction in group efficiency will result in reduced allowable group pile capacities.

4.2.3 Settlement

Since the foundations will be used to support a floating dock, it is anticipated that vertical compressive loads will be minimal. Assuming construction will be performed in accordance with our recommendations, we anticipate post-construction settlements will be minimal (less than ¼ inch).

4.2.4 Lateral Capacity

Lateral capacity analysis should include any reduction in soil capacity due to scour. We can provide the lateral capacity analysis if provided with detailed pile design and loading parameters. It is noted that our recommendations are based on the assumption that no capacity is available in the very soft silty sand layer encountered in thicknesses of 16 and 27 feet at borings B-7, B-8, and B-9. Tables 3A through 3C include design parameters to assist with lateral stability analyses using computer models such as LPILE.

TABLE3A
Design Parameters (B-7)

Typical Depth* (ft)		Total Unit Weight (pcf)	Friction Angle (Degrees)	Cohesion (psf)	Lateral Soil Modulus (pci)	Recommended Earth Pressure Coefficients		
From	To					At Rest (Ko)	Active (Ka)	Passive (Kp)
0	16	-	-	-	-	-	-	-
16	33	100	26	-	20	0.56	0.39	2.56
33	43	110	-	1,500	700	1.0	1.0	1.0
43	48	125	40	-	125	0.36	0.22	4.60
48	55	115	-	3,000	1,750	1.0	1.0	1.0

* Depth below existing mudline. Assume no capacity generated in upper 16 feet.

TABLE3B
Design Parameters (B-8)

Typical Depth* (ft)		Total Unit Weight (pcf)	Friction Angle (Degrees)	Cohesion (psf)	Lateral Soil Modulus (pci)	Recommended Earth Pressure Coefficients		
From	To					At Rest (Ko)	Active (Ka)	Passive (Kp)
0	27	-	-	-	-	-	-	-
27	32	100	-	100	15	1.00	1.00	1.00
32	51	120	40	-	125	0.36	0.22	4.60
51	54	110	33	-	55	0.46	0.29	3.39

* Depth below existing mudline. Assume no capacity generated in upper 27 feet.

TABLE3C
Design Parameters (B-9)

Typical Depth* (ft)		Total Unit Weight (pcf)	Friction Angle (Degrees)	Cohesion (psf)	Lateral Soil Modulus (pci)	Recommended Earth Pressure Coefficients		
From	To					At Rest (Ko)	Active (Ka)	Passive (Kp)
0	26	-	-	-	-	-	-	-
26	31	110	-	750	100	1.00	1.00	1.00
31	36	120	36	-	125	0.41	0.26	3.85
36	46	120	40	-	125	0.36	0.22	4.60
46	61	120	-	4,000	2,000	1.0	1.0	1.0
61	63	110	-	4,000	1,400	1.0	1.0	1.0

* Depth below existing mudline. Assume no capacity generated in upper 27 feet.

4.2.5 Construction Techniques

Concrete piles should be driven with an impact hammer delivering a minimum energy per blow as determined in accordance with the latest edition of the FDOT Standard Specification for Road and Bridge Construction (SSRBC) (Section 455). The hammer should be operated according to manufacturer's recommendations at all times. Pile driving should be as continuous as possible and should proceed without stopping over the last 5 feet of penetration. Jetting can be performed to within 5 feet of the required tip elevation. The hammer acceptance criteria should be established prior to construction once the type and size of hammer are furnished by the Contractor. With respect to vibration monitoring, we recommend strict adherence to the FDOT guidelines.

4.2.6 Hammer/Driving System

To help prevent over-driving, we recommend the final driving criteria be carefully specified with respect to the pile type, pile size, and hammer size. The pile driving hammer should therefore be properly selected with relation to the size, weight, and type of pile specified. The ratio of the pile hammer or ram weight (for air and diesel hammers) to the weight of the pile should not be less than 0.5 and should preferably be on the order of 0.75 to 1.0. Proper selection of the pile hammer based upon pile type and ram weight and the use of proper anvil and cushioning material and thickness should result in compressive and tensile driving stresses in the piles that are within tolerable magnitudes.

4.2.7 Protection of Existing Structures

Care should be exercised to avoid damaging any nearby structures while pile driving procedures are being performed. It is recommended occupants of nearby structures be notified prior to beginning these procedures and that pre- and post-driving surveys of these structures be performed if deemed necessary. We recommend following the guidelines of the most recent version of Florida Department of Transportation Standard Specifications for Road and Bridge Construction of Section 455-1.1, "Protection of Existing Structures". The source of vibrations should cease if deemed detrimental to nearby structures. UES can provide these services if necessary.

4.2.8 Quality Control

An engineering technician familiar with the installation of driven piles into subsurface soil conditions similar to those at this site and acting under the direction and supervision of the geotechnical engineer should witness the installation of the remaining production piles. His duties should include, but not be limited to, the following:

1. Keep an accurate record of pile installation and driving procedures.

2. Verify that all piles are installed to the proper driving resistance and to a depth indicative of the piles bearing in the desired bearing formation.

3. Confirm the pile driving equipment is operating properly.

4. Inspect the piles prior to installation for defects and confirm that the piles are not damaged during installation.

4.3 CONSTRUCTION RELATED SERVICES

We recommend the owner retain Universal Engineering Sciences to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation and pavement subgrades by performing quality assurance tests on the placement of compacted structural fill and pavement courses. We can also provide concrete testing, pavement section testing, structural steel testing, and general construction observation services.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

5.0 LIMITATIONS

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. A Geotechnical Business Council (GBC) publication, "Important Information About This Geotechnical Engineering Report" appears in Appendix B, and will help explain the nature of geotechnical issues.

Our field exploration found unsuitable or unexpected materials at the time of occurrence. However, borings for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, UES does not recommend relying on our boring information to negate presence of anomalous materials or for estimation of material quantities unless our contracted services ***specifically*** include sufficient exploration for such purpose(s) and within the report we so state that the level of exploration provided should be sufficient to detect such anomalous conditions or estimate such quantities. Therefore, UES will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

Further, we present documents in Appendix B: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

APPENDIX A

AT&E GEOTECHNICAL EXPLORATION

REPORT OF
GEOTECHNICAL EXPLORATION
FERNANDINA HARBOR MARINA MODIFICATIONS
AND IMPROVEMENTS
FERNANDINA BEACH, FLORIDA
A T & E JOB № J6929, REPORT № 001

For

APPLIED TECHNOLOGY & MANAGEMENT, INC.

May 12, 1997

By

ATLANTA TESTING & ENGINEERING
Jacksonville, Florida

atlanta testing
& engineering
3415 kori road/ jacksonville, florida 32257 / (904) 262-9991 / fax: (904) 262-9996

May 12, 1997

APPLIED TECHNOLOGY & MANAGEMENT, INC.
900 Johnnie Dodds Boulevard, Suite 106
Mt. Pleasant, South Carolina 29464

Attention: Mr. W. Sam Phlegar, P.E.

Subject: Report of Geotechnical Exploration

Re: Fernandina Harbor Marina Modifications
and Improvements
Fernandina Beach, Florida
A T & E Job № J6929, Report № 001

Ladies & Gentlemen:

Atlanta Testing & Engineering (A T & E) has completed a geotechnical exploration of the subsurface conditions for the Fernandina Harbor Marina Modifications and Improvements. These services were performed in general accordance to A T & E Proposal No. 97JP2338, dated January 17, 1997. Authorization for our services was provided by Mr. W. Samuel Phlegar, P.E. Vice President of Applied Technology and Management, Inc. This report briefly outlines our understanding of the planned construction, describes the field exploration and laboratory testing performed, presents the collected data, and provides our geotechnical engineering evaluation of the subsurface conditions with respect to the planned construction and imposed structural loading conditions. Also included in this report are our recommendations for the design and construction of the commercial structures pile foundation system.

1.0 PROJECT INFORMATION

Project information has been provided by Mr. Andy Tolleson, P.E. of Applied Technology & Management, Inc. (A T & M), who also provided us with the following: (1) Geotechnical Subsurface Investigation - Work Scope and Requirements; (2) Location Map; and (3) Proposed Improvements Plan (with requested approximate boring location plan): all of which were supplied by A T & M.

Briefly, the proposed improvements to the existing Fernandina Harbor Marina along the Amelia River in the City of Fernandina Beach, Florida (see attached Site Location Map and Field Exploration Plan), will consist of:

(1) a fixed boardwalk and retaining wall (approx. 600 l.f.),

(2) two pile supported commercial structures with associated decking over tidal lands,

(3) dredging of selected areas to created navigable mooring areas,

(4) filing of the area landward of the proposed retaining wall to create an active vegetated marsh,

(5) re-development of the upland parking and landscape areas, and

(6) placement of new side-tie docks for vessel mooring in deeper water.

2.0 GEOTECHNICAL EXPLORATION

To explore the subsurface conditions, between February 6 through 18, 1997, we performed a total of twelve(12) penetration test borings (ASTM D 1586) within the marina construction area. The purpose and depth of borings are as follows;

Upland Borings/Testing for Stormwater Management Plan - Three(3) 15-feet below land surface (bls) penetration test borings were completed within the stormwater management area. Two(2) of these borings were converted into temporary piezometers, and subsequently a borehole permeability test, using a falling head "slug-type" method, was performed.

On-Land Borings for Marina Re-Development Structures - Two(2) 50-feet bls penetration test borings were completed adjacent to the existing concrete bulkhead, to develop geotechnical parameters of the subsurface soils for use in the design/reconstruction of marina re-development structures.

Marsh Basin Borings for Retaining Wall & Dredging - Four(4) 60-feet bls penetration test borings were performed in the tidal basin area, to ascertain geotechnical parameters for the tie-back bulkhead structure and permit support for dredge planning and marsh creation design.

Open Water Borings for Floating Pier Anchor Pile Design & Permit Support - Two(2) 60-feet deep penetration test borings were completed in the open water. The data from these borings will be utilized to design the anchor piling required to support the proposed floating piers in the redeveloped marina.

Shallow Off-site Boring for Support of Environmental Permit - One(1) deep penetration test boring was performed in the adjacent marsh area due west of the marina. The boring was drilled to El. (-)10 MLLW (MLLW = El. (-)2.96 NGVD29); corresponding to a depth of seven to eight feet bls. The data collected from this boring will serve as "reference" for regulatory review purposes.

The borings were located in the field by taping measurements from existing site features, and the locations shown on the Field Exploration Plan (FEP) should be considered approximate. The ground surface elevation at the borings located on land was not established by our personnel nor has it been furnished us by others. Elevations for borings performed within the water were interpolated from topographic contour data supplied by A T & M (referenced to MLLW), and should be considered approximate.

The Key to Soil Classification and Test Boring Records provided in the Data Attachments present the descriptions of the soils and groundwater levels encountered, and also provide the penetration resistances recorded when drilling and sampling the test borings. The stratification lines and depth designations on the boring records represent the approximate boundary between the various soils encountered, as determined in the field by our personnel. In some cases, the transition between the various soils may be gradual. A brief

discussion of the drilling, sampling and field testing techniques used during this geotechnical exploration is provided on the attached Field Exploration Procedures sheet.

Laboratory Testing - To better classify the soils encountered, seven(7) samples obtained from the borings were tested for moisture and fines content. The results are tabulated on the attached Summary of Laboratory Test Data sheet, which also provides a brief description of the laboratory test procedures.

3.0 FINDINGS

General - The subsurface soil and groundwater conditions outlined below highlight the major subsurface soil stratifications encountered during this geotechnical exploration. More detailed descriptions of the subsurface materials encountered, along with water depths for open water borings, are provided on the attached boring records. When reviewing the boring records and the subsurface conditions outlined below, it should be understood that the subsurface conditions will vary across the site and between the boring locations. Also, the groundwater levels, noted below for the land side borings, should be expected to fluctuate due to seasonal climatic variations, tidal influences, changes in surface water runoff patterns across the site, construction activity and other interrelated site specific factors. Since groundwater level variations are anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon the assumption that variations will occur.

Upland Borings/Testing for Stormwater Management Plan - In general, the three(3) 15-feet bls borings (denoted B1-B3 on the FEP) encountered a combination of firm fine sands, asphalt, gravel and limerock from ground surface to a depth of roughly one foot. This was underlain by firm to very firm slightly silty fine sands or fine sands to a depth of 8½ feet. Boring B1 also encountered a thin layer of asphalt from three to 3½ feet below ground surface. Borings B1 and B2 generally encountered sandy silts and clayey silts from a depth of 8½ feet to the 15-foot boring termination depth. Boring B3 encountered very loose to very firm fine sands from a depth of 4 feet to the 15-foot boring termination depth. In general, all three of these borings appear to be composed of mostly fill materials. On the date of boring completion, groundwater was encountered at depths of three to six feet below the ground surface. Two(2) of these borings (B1 and B3) were converted into temporary piezometers. Subsequently, a borehole permeability test was performed using a falling head "slug-type" test method.

After completion of the upland borings, evaluation of the encountered subsurface conditions and consultations with the Client, two(2) piezometers were constructed within the stormwater management area to assess the lateral component of groundwater flow. The piezometers were installed using hollow stem auger drilling techniques and were constructed of 2-inch diameter threaded, flush-joint Schedule 40 PVC casing, with five-foot screened sections (0.010-inch slotted screen) placed within the strata of interest. The piezometers, denoted P1 at boring B1, and P3 at B3, were constructed to depths of 14 and 12 feet bls, respectively. Filter sand (20/30 gradation) was installed around the screen from the bottom of the piezometer to approximately one foot above the top of the screen, with bentonite clay placed to the ground surface. On February 27, 1997, our Senior Hydrogeologist, Earl Faust, P.G., supervised the completion of the "slug-type" borehole permeability test. The collected field data was then correlated utilizing the "AQTESOLV" groundwater computer modeling software. This analysis yielded a permeability of 5.101E-05 feet/minute for piezometer P1 and 6.333E-04 feet/minute for P3. The piezometer construction logs, along with the computer modeling output, are included in the attachments.

On-Land Borings for Marina Re-Development Structures - The two(2) 50-foot deep test borings (denoted B4 and B5) generally encountered very loose to loose fine to medium sands with trace roots, organics and shell fragments to a depth of roughly five feet. Again, this layer of material appears to be fill. This was

underlain by a combination of loose to very loose fine to medium sands, very clayey fine sands, sandy silty clays and clays to depths of 20 feet. Boring B4 encountered firm to very soft silty clays to a depth of 31 feet, with boring B5 encountering soft silty clays to a depth of 33 feet. The borings then encountered very loose to loose fine to medium sands from 31 to 37 feet, underlain by firm silty clays and clayey silty fine sands to depths of 43 feet. Both borings terminated in dense to very dense fine to medium sands at a depth of 50 feet below ground surface. Groundwater was encountered, on the date of boring completion, at depths of four to 4½ feet below ground surface.

Marsh Basin Borings for Retaining Wall & Dredging - The four(4) 60-foot penetration test borings (denoted B6 through B9) were performed in the open water. At the time of completion, the water depth ranged from two to six feet. Borings B6 and B7 initially encountered a layer of very soft clayey silt from El. 1.3 MLLW to -16 MLLW. Borings B8 and B9 encountered this layer of very soft clayey silt from roughly El. -3 MLLW to -31 MLLW. This layer of clayey silt was underlain in B6 and B7 by very loose to firm, clayey to very clayey fine sands and soft to firm clays to depths of El. -42 MLLW. Borings B6 and B7 next encountered very firm to very dense, clayey fine sands and fine to medium sands to a depth of El. -50 MLLW, with the borings terminating in loose to dense clayey fine sands. Borings B8 and B9 encountered very soft sandy clays from El -31 MLLW to -36 MLLW. This was underlain by dense to very dense clayey fine sands or fine sands to roughly El. -40 MLLW. Both borings then encountered firm to very dense, very clayey fine sands or fine sands to the boring termination depth.

Open Water Borings for Floating Pier Anchor Pile Design & Permit Support - The two(2) penetration test borings for the floating pier and permit support, denoted B10 and B11 on the FEP, were completed to depths of 65 feet and 85 feet below water surface, respectively. The datum difference for the two borings was roughly 22 feet. Therefore, it would be difficult to compare their findings. Boring B10 was completed at a water depth of 10 feet and initially encountered very soft clayey silt from El. -3.3 feet MLLW to El. -17.3 feet MLLW. This was underlain by loose very silty to clayey fine sands to an El. -37 feet MLLW, with the boring terminating in dense to very firm fine sands and clayey fine sands at El. -58 feet MLLW. Boring B11 was performed at a water depth of 17 feet and also encountered the same very soft clayey silt from El. -25 feet MLLW to -38 feet MLLW. This was underlain by loose to firm slightly clayey fine sands and fine sands to El. -55 feet MLLW, with loose to very dense fine sands and slightly clayey fine sands to El. -63.5 feet MLLW. The boring encountered firm to very firm fine sands to El. -72.5 feet MLLW and terminated in loose to firm clayey fine sands at El. -93 feet MLLW.

Shallow Off-site Boring for Support of Environmental Permit - The one(1) 15 feet penetration test boring encountered a one-foot thick layer of very soft clayey silt with some shells underlain by very soft silt to the 15 feet below water surface depth, or 10 feet bis.

4.0 CONCLUSIONS

We have assumed the pile system will consist of 14-inch square prestressed concrete piles, using a compressive capacity of 50 tons per pile. In general, we consider the subsurface conditions at the site favorable for use of 14-inch square prestressed concrete piles for support of the two commercial structures and associated decking over tidal lands. Using empirical methods, we have calculated that a minimum embedment depth of 15 feet into the firm/dense fine sands will be necessary to achieve a 50-ton compressive capacity, with a safety factor of two or greater. This will result in pile lengths of about 45 to 50 feet (below existing site grades) at B4 and B5. For the borings located over water, our findings suggest the need for piles to bear at elevations on the order of El. -35 MLLW to El. -55 MLLW at borings B6 through B9.

During installation, we recommend the piles be driven the entire length; therefore jetting, predrilling, or spudding should not be performed. To achieve the needed pile penetration, we suggest that the piles be installed with pile driving hammers delivering energies in the range of 19,000 to 36,000 foot-pounds. The anvill and cushioning material should be selected to result in compressive and tension driving stresses in the piles that are within tolerable magnitudes. To prevent overdriving and possible damage to piles, we also recommend that the final driving criteria (for the last few inches of driving) be carefully specified and monitored during installation. The pile driving equipment and methods should be reviewed by the geotechnical engineer.

Because of the variable subsurface conditions, we recommend that the first four to six piles installed across the pier area be monitored by the geotechnical engineer. The initial four to six piles should also be monitored/tested using the Pile Driving Analyzer. With this equipment, continuous measurements of pile velocity and force of the dynamic stress wave traveling down the pile (due to the hammer blow) are provided. This dynamic test data has been used to evaluate pile capacity, and thus has been used to replace static load tests. In addition, the Pile Driving Analyzer can be used to evaluate piles which appeared, during driving, to behave erratically; and thus determine if the piles were damaged during the installation process. For this project, therefore, the Pile Driving Analyzer appears applicable for evaluating the installation of the initial production piles, and thus eliminate the need for a static load test.

A qualified engineering technician, familiar with the installation of piles into soil conditions similar to those at the site and acting under the direction and supervision of the geotechnical engineer, should witness the installation of the remaining production job piles. These duties should include the following:

1) Visual inspection of the piles prior to installation for defective areas.

2) Confirming that the piles are not damaged during installation.

3) Confirming that the pile driving equipment is operating properly.

4) Verifying that all piles are installed to the proper driving resistances and to a depth indicative of the pile bearing in the intended bearing material.

5) Keeping an accurate record of pile installation and driving procedures.

Structural fill should be used as backfill behind the new bulkhead. The structural fill should be compacted to 95 percent of the Modified Proctor maximum dry density (ASTM D1557). Structural fill is defined as a non-plastic, inorganic, granular soil containing less than 10 percent material passing the No. 200 mesh sieve (i.e relatively clean sand). During backfilling, heavy construction equipment should not operate within 20 feet of the bulkhead, to prevent excessive lateral earth pressures. Hand guided compaction devices should be used instead, with structural fill placed in loose lifts not exceeding six inches.

Lateral earth pressures against the new bulkhead wall should be computed using the total unit eight of the soil above the water level, and the submerged unit weight below the water level. Assuming the bulkhead will be anchored with a tieback system, and thus have a toe depth no greater than about 50 feet below existing site grades, we have stratified the soils to a depth of 50 feet and have provided geotechnical properties for bulkhead design; as follows:

Layer No.	Depth Range (Ft.)[a]	Material Description	Unit Weight (pcf) Total	Unit Weight (pcf) Submerged	Lateral Earth Pressure Coefficient Active	Lateral Earth Pressure Coefficient Passive[b]
1	0 - 5	LOOSE Fine SAND	112	50	0.27	*
2	5 - 35	LOOSE Clayey Fine SAND	110	48	0.34	4.0
3	35 - 50	LOOSE to FIRM Fine SAND	115	53	0.27	6.0

a - Below existing ground surface at our boring locations.
b - Based on Log Spiral Theory, horizontal backfill surface, and wall friction-to-soil friction angle ratio of 0.5.
c - Structural backfill assumed, since existing fill with debris should be removed and replaced.

5.0 CLOSURE

Our geotechnical engineering evaluation of the near-surface and subsurface soils within the proposed construction area is based upon: (1) our site observations; (2) our understanding of the planned pier construction; (3) the results of the field exploration and laboratory testing; and (4) our experience with similar construction upon soils similar to those at this site. Should the piers be relocated outside the present planned construction area, additional exploration and study will be required. Should any site or subsurface condition be encountered during construction which differs from the data documented in this report, please contact us immediately so that we may visit the site, observe the differing conditions, and thus evaluate this information with regards to our recommendations provided herein. We further recommend that our firm make a general review of the final foundation plans and the earthwork construction specifications. If necessary, we will suggest any modifications that may be required so that our recommendations are properly interpreted and implemented.

We appreciate the opportunity to provide our engineering analysis and evaluation of the subsurface conditions at the subject site. Please contact us if you have any questions concerning this report or if we may be of any further service to you.

Very truly yours,

ATLANTA TESTING & ENGINEERING

Ken Fraser, E.I.
Staff Engineer

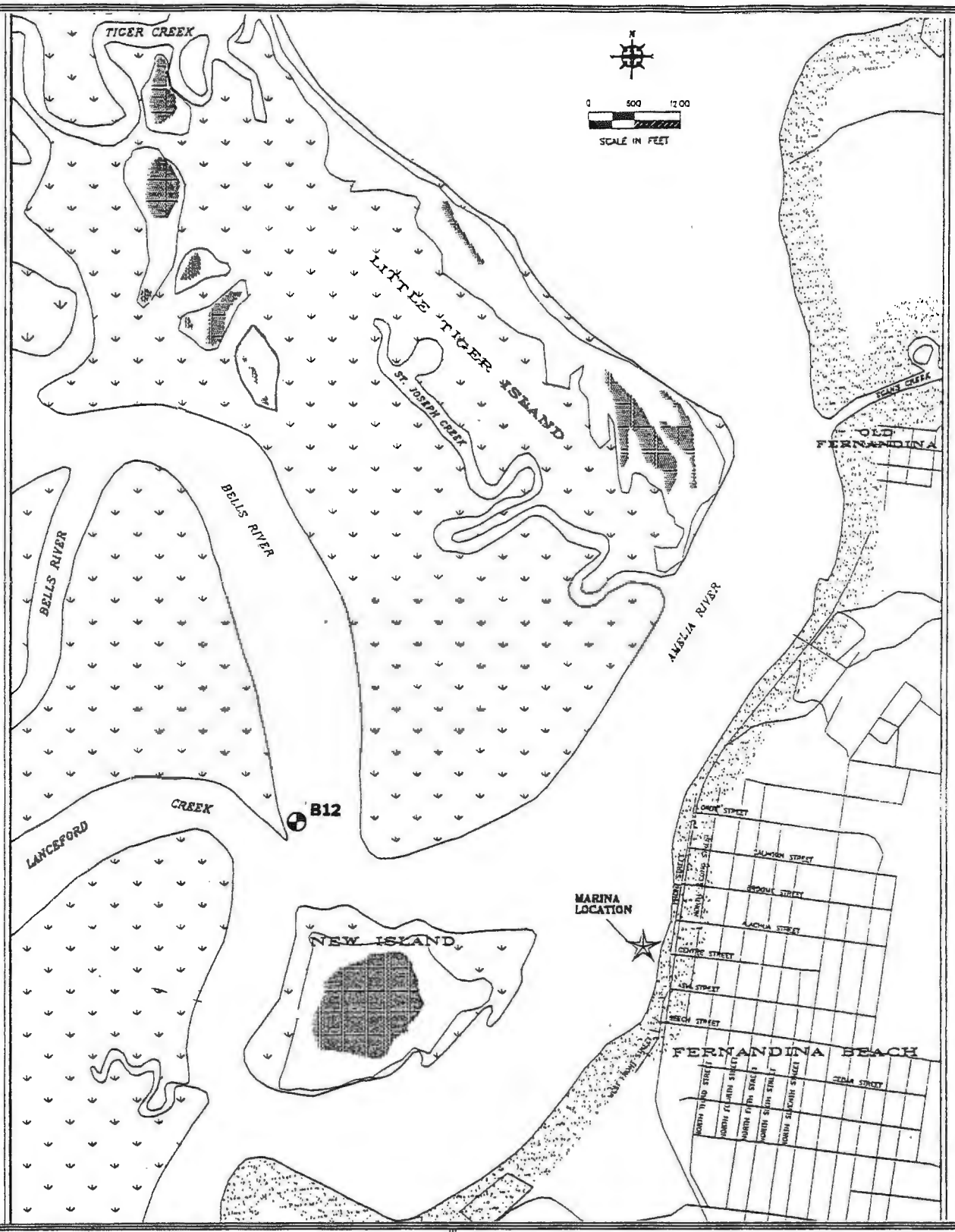
Robert W Clark, P.E.
Geotechnical Engineer

Terrill V. Smith, P.E.
Chief Engineer - Jacksonville
Registered, Florida Nº 23725

KAF/RWC/TVS/kmm/J6929.RPT
Distribution: Addressee (3)

ATTACHMENTS

Site Location Map
Field Exploration Plan
Key to Soil Classification
Test Boring Records
Field Exploration Procedures
Summary of Laboratory Test Data
"AQTESOLV" Modeling Output
Piezometer Construction Logs



Site Location Map provided by ATM

◐ – Off-site Penetration test boring location

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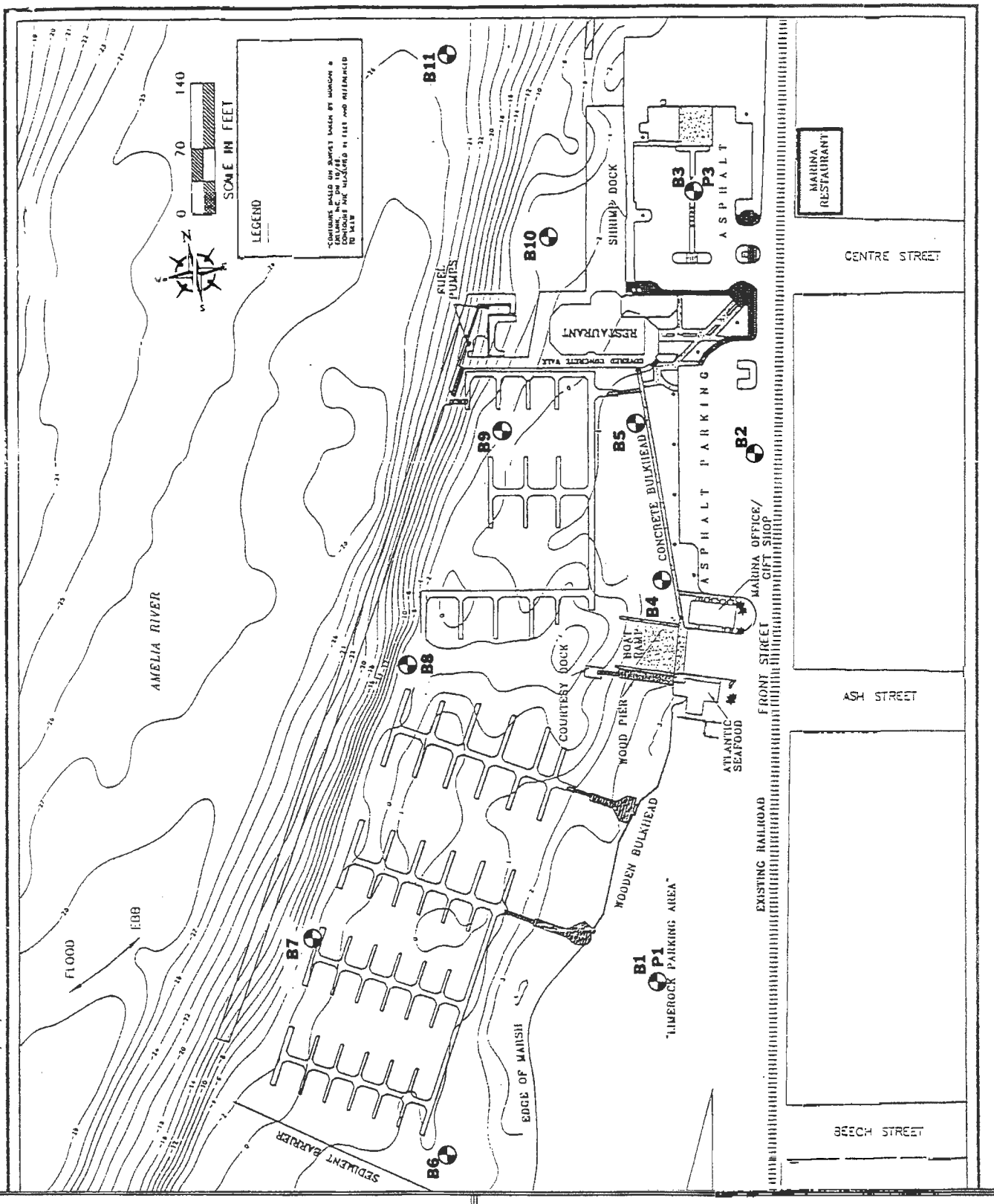
geo/environmental services

Jacksonville, Florida

SITE LOCATION MAP
FERNANDINA HARBOR MARINA
FERNANDINA BEACH, FLORIDA

DRAWN: KAF	DATE: 4/4/97	SCALE: GRAPHIC
CHECKED: RWC	JOB NO: J6929	

J6929



6BC1B34.DWG 1/13/97

LEGEND:

⊕ – Penetration test boring locations

REFERENCE: Site Plan provided by ATM

NOTE: The borings were located in the field using paced and taped measurements from existing site features and adjacent roadways, and their locations shown here should be considered approximate.

atlanta testing & engineering
geo/environmental services
Jacksonville, Florida

FIELD EXPLORATION PLAN
FERNANDINA HARBOR MARINA
FERNANDINA BEACH, FLORIDA

DRAWN: KAF	DATE: 4/4/97	SCALE: GRAPHIC
CHECKED: RWC	JOB NO: J6929	

J6929

atlanta testing & engineering

KEY TO SOIL CLASSIFICATION

CORRELATION OF PENETRATION RESISTANCE WITH RELATIVE DENSITY & CONSISTENCY

SANDS AND GRAVEL	
NO. OF BLOWS,N	RELATIVE DENSITY
0 - 4	VERY LOOSE
5 - 10	LOOSE
11 - 20	FIRM
21 - 30	VERY FIRM
31 - 50	DENSE
OVER 50	VERY DENSE

* ASTM D1586

SILTS AND CLAYS	
NO. OF BLOWS, N	CONSISTENCY
0 - 2	VERY SOFT
3 - 4	SOFT
5 - 8	FIRM
9 - 15	STIFF
16 - 30	VERY STIFF
31 - 50	HARD
OVER 50	VERY HARD

PARTICLE SIZE IDENTIFICATION (UNIFIED CLASSIFICATION SYSTEM)

CATEGORY	PARTICLE DIMENSIONS
Boulders	Diameter exceeds 12 inches
Cobbles	3 to 12 inches
Gravel	Coarse - 0.75 to 3 inches in diameter Fine - 4.76 mm to .75 inch diameter
Sand	Coarse - 2.0 mm to 4.76 mm diameter Medium - 0.42 mm to 4.0 mm diameter Fine - 0.074 mm to 0.42 mm diameter
Silt and Clay	Less than 0.074 mm (Invisible to the naked eye)

MODIFIERS

These modifiers provide our estimate of the amount of minor constituents (sand, silt or clay size particles) in the soil sample.

PERCENTAGE OF MINOR CONSTITUENT	MODIFIERS
5% to 12%	Slightly Silty, Slightly Clayey, Slightly Sandy
12% to 30%	Silty, Clayey, Sandy
30% to 50%	Very Silty, Very Clayey, Very Sandy

These modifiers provide our estimate of the amount of other components in the soil sample.

APPROXIMATE CONTENT OF OTHER COMPONENTS (SHELL, GRAVEL, ETC)	MODIFIERS	APPROXIMATE CONTENT OF ORGANIC COMPONENTS
0% to 5%	TRACE	1% to 2%
5% to 12%	FEW	2% to 4%
12% to 30%	SOME	4% to 8%
30% to 50%	MANY	>8%

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atlanta testing & engineering
3415 kori road/ jacksonville, florida 32257

TEST BORING RECORD

JOB NO. J6929

BORING NO. B1

Project: Fernandina Marina
Sheet 1 of 1
Boring Location: See Field Exploration Plan
Boring Begun: 2/07/97
Ground Elevation: N/A Datum: N/A
Boring Completed: 2/07/97
Groundwater Depth: 3.0 feet at time of drilling
Driller: C.MOODY
Length of Casing Set: N/A Casing Size: N/A
Engineer: K.Fraser

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST: BLOWS / 6-INCH	BLOW COUNT
	0	LIMEROCK & GRAVEL				
		FIRM Dark Brown Slightly Silty Fine SAND with Trace Organics (Fill)		1	12 8 9	17
		ASPHALT (Fill)		2	20 19 4	23
	5	LOOSE to FIRM Dark Brown Slightly Silty Fine SAND (Fill)		3	3 5 7	12
				4	2 3 4	7
		SOFT Dark Grey Clayey SILT with Trace of Wood		5	2 2 2	4
	10					
	15	SOFT Dark Grey Sandy Clayey SILT with Some Vegetation		6	2 2 2	4
		BORING TERMINATED				
	20					
	25					
	30					
	35					

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

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TEST BORING RECORD

JOB NO. 1929

BORING NO. B2
Sheet 1 of 1
Boring Begun 2/7/97
Boring Completed 2/7/97
Driller G. Padgett
Engineer K. Fraser

Project Fernandina Marina
Boring Location See Field Exploration Plan
Ground Elevation N/A Datum N/A
Groundwater Depth 5.5 feet at time of drilling
Length of Casing Set N/A Casing Size N/A

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
	0	ASPHALT & LIMEROCK				
		VERY FIRM Dark Brown Fine SAND (Fill)		1	29 15 7	22
		FIRM Brown Fine SAND (Fill)		2	18 10 10	20
	5	LOOSE Dark Brown Fine SAND with Trace Organics (Fill)		3	4 3 4	7
		WOOD (Fill)		4	4 3 4	7
		FIRM Dark Greyish Brown Clayey Sandy SILT		5	5 4 3	7
	10					
		LOOSE Fine SAND		6	7 5 3	8
	15	BORING TERMINATED				
	20					
	25					
	30					
	35					

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

atlanta testing & engineering
3415 kori road/ jacksonville, florida 32257

TEST BORING RECORD

JOB NO. J6929

BORING NO. B3
Sheet 1 of 1
Boring Begun 2/7/97
Boring Completed 2/7/97
Driller G. Padgett
Engineer K. Fraser

Project Fernandina Marina
Boring Location See Field Exploration Plan
Ground Elevation N/A Datum N/A
Groundwater Depth 6.1 ft at time of drilling
Length of Casing Set N/A Casing Size N/A

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
	0	Dark Brown Fine SAND with Trace Small Roots (Fill)		1	AUGER	
		Dark Brown Fine SAND (Fill)		2	AUGER	
		Dark Brown Fine SAND with Some Large and Small Shell Fragments (Fill)				
	5	LOOSE to VERY LOOSE Brown Fine SAND (Fill)		3	3 3 3	6
				4	1 1 2	3
				5	2 2 2	4
	10					
		VERY FIRM Dark Greyish Brown Fine SAND with Some Wood		6	3 22 3	25
	15	BORING TERMINATED				
	20					
	25					
	30					
	35					

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

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TEST BORING RECORD

JOB NO. J6929

Project	Fernandina Marina	BORING NO.	B4
Boring Location	See Field Exploration Plan	Sheet	1 of 2
Ground Elevation	N/A Datum N/A	Boring Begun	2/6/97
Groundwater Depth	4.4 feet at time of drilling	Boring Completed	2/6/97
Length of Casing Set	N/A Casing Size N/A	Driller	G. Padgett
		Engineer	K. Fraser

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
	0	VERY LOOSE Dark Brown Fine SAND with Trace Small Roots (Fill)		1	1 1 1	2
		LOOSE Brown Fine SAND (Fill)		2	2 3 3	6
	5	LOOSE to VERY LOOSE Dark Grey Very Clayey Silty Fine SAND		3	2 1 2	3
				4	2 5 3	8
				5	1 0 0	1 = 18"
	10					
				6	2 2 2	4
	15					
		FIRM Dark Grey & Tan Sandy CLAY		7	2 3 2	5
	20					
		FIRM Dark Grey Silty CLAY		8	3 3 3	6
	25					
		VERY SOFT Dark Grey Silty CLAY		9	1 0 0	1 = 18"
	30					
		LOOSE Dark Grey Fine to Medium SAND with Some Small Shell Fragments		10	3 4 4	8
	35					
		FIRM Dark Grey Clayey Silty Fine SAND				

REMARKS: 4 X 4 Chop and Wash

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

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TEST BORING RECORD

JOB NO. J6929

BORING NO. B4

Project Fernandina Marina

Sheet 2 of 2

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
	40	Continued As: FIRM Dark Grey Clayey Silty Fine SAND		11	4 4 7	11
		VERY DENSE to DENSE Grey Fine to Medium SAND		12	7 24 46	70
	45			13	12 15 17	32
	50	BORING TERMINATED				
	55					
	60					
	65					
	70					
	75					
	80					

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TEST BORING RECORD

JOB NO. J6929

Project	Fernandina Marina	BORING NO.	B5
Boring Location	See Field Exploration Plan	Sheet	1 of 2
Ground Elevation	N/A	Boring Begun	2/7/97
Datum	N/A	Boring Completed	2/7/97
Groundwater Depth	4.5 feet at time of drilling	Driller	G. Padgett
Length of Casing Set	N/A	Engineer	K. Fraser
Casing Size	N/A		

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
	0	VERY LOOSE Dark Brown Fine SAND with Trace Small Roots (Fill)		1	1 2 2	4
		VERY LOOSE to LOOSE Dark Brown Fine SAND with Trace Organics (Fill)		2	2 3 4	7
	5	LOOSE to VERY DENSE Light Brown Fine to Medium SAND with Trace Small Shell Fragments		3	3 26 29	55
		VERY LOOSE Light Brown Fine to Medium SAND		4	2 2 2	4
		LOOSE Dark Grey Fine SAND with Trace Wood and Organics		5	1 1 5	6
	10					
		FIRM Blueish Grey and Brown Slightly Sandy Silty CLAY		6	2 3 2	5
	15					
		FIRM Dark Brown Sandy CLAY		7	2 2 4	6
	20					
		SOFT Blueish Grey Silty CLAY		8	1 2 1	3
	25					
		SOFT Dark Grey Silty CLAY		9	2 2 2	4
	30					
		VERY LOOSE Grey Fine SAND with Some Small Shell Fragments		10	4 1 2	3
	35					
		FIRM Dark Grey Silty CLAY				

REMARKS: 4 X 4 Chop and Wash

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

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TEST BORING RECORD

JOB NO. 6929

BORING NO. B5

Project Fernandina Marina

Sheet 2 of 2

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
	40	Continued As: FIRM Dark Grey Silty CLAY		11	3 3 3	6
	45	VERY DENSE Grey Fine to Medium SAND with Trace Small Shell Fragments		12	8 26 29	55
	50	VERY DENSE Grey Fine to Medium SAND		13	12 24 50/4"	50/4"
		BORING TERMINATED				
	55					
	60					
	65					
	70					
	75					
	80					

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TEST BORING RECORD

JOB NO. J6929

BORING NO. B6
Sheet 1 of 2

Project: Fernandina Marina
Boring Location: See Field Exploration Plan
Water Elevation: +68 Datum: AT&M Contour Data
Water Depth: 57 feet at time of drilling
Length of Casing Set: 20 Casing Size: 3"

Boring Begun: 2/12/97
Boring Completed: 2/12/97
Driller: C. Moody
Engineer: K. Faser

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST: BLOWS / 6-INCH	STANDARD PENETRATION TEST: BLOW COUNT
	0	WATER				
1.3	5	VERY SOFT Blueish Grey Clayey SILT		1	1 0 0	1 = 18"
	10			2	1 0 0	1 = 18"
-10.7	15	SOFT to FIRM Grey & Brown CLAY		3	1 2 2	4
	20			4	2 3 2	5
-21.2	25	VERY LOOSE Grey Clayey Fine SAND with Trace Shell Fragments		5	2 2 2	4
	30			6	2 1 2	3
-31.2	35					

REMARKS: Low Tide - No Water

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

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TEST BORING RECORD

JOB NO. J6929

BORING NO. B6

Project Fernandina Marina

Sheet 2 of 2

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
	40	VERY LOOSE Grey Very Clayey Fine SAND		7	4 2 2	4
-37.2	45	LOOSE Grey Fine SAND		8	2 3 3	6
-41.7	50	VERY FIRM Grey Clayey Fine SAND		9	21 7 15	22
-46.7	55	FIRM to LOOSE Grey Very Clayey Fine SAND		10	4 5 8	13
				11	4 5 4	9
-53.2	60	BORING TERMINATED				
	65					
	70					
	75					
	80					

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TEST BORING RECORD

JOB NO. J6929

BORING NO. B7
Sheet 1 of 2

Project Fernandina Marina
Boring Location See Field Exploration Plan
Water Elevation +2 Datum AT&M Contour Data
Water Depth 5 feet at time of drilling
Length of Casing Set 25' Casing Size 3"

Boring Begun 2/13/97
Boring Completed 2/13/97
Driller C. Moody
Engineer K. Fraser

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST: BLOWS / 6-INCH	STANDARD PENETRATION TEST: BLOW COUNT
	0	WATER				
-3	5	VERY SOFT Grey Clayey SILT		1	1 0 0 1 =24"	1 =24"
				2	Push Push	Push
	10					
				3	Push Push	Push
	15					
-16		WOOD		4	5 7 0	7
	20					
-19		LOOSE Grey Clayey Fine SAND with Some to Many Shell Fragments		5	2 2 4	6
	25					
				6	2 4 2	6
	30					
				7	2 3 2	5
	35					
-36						

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

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TEST BORING RECORD

JOB NO. J6929

BORING NO. B7

Project Fernandina Marina

Sheet 2 of 2

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
	40	FIRM Grey Very Clayey Fine SAND with Trace Shell Fragments		8	5 5 11	16
	45			9	3 5 9	14
-46		VERY DENSE Grey Fine to Medium SAND with Trace Shell Fragments		10	18 35 32	67
-51	50	VERY FIRM to DENSE Grey Very Clayey Fine SAND		11	9 7 21	28
	55			12	12 13 20	33
-58	60	BORING TERMINATED				
	65					
	70					
	75					
	80					

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TEST BORING RECORD

JOB NO. J6929

BORING NO. B8
Sheet 1 of 2

Project Fernandina Marina
Boring Location See Field Exploration Plan
Water Elevation +2.5 Datum AT&M Contour Data
Water Depth 6 feet at time of drilling
Length of Casing Set 20' Casing Size 3"

Boring Begun 2/18/97
Boring Completed 2/18/97
Driller C. Moody
Engineer K. Fraser

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
	0	WATER				
	5					
-3.5		VERY SOFT Grey Clayey SILT		1	Push by Hand	Push
				2	Push	Push
	10					
				3	Push	Push
	15					
				4	Push	Push
	20					
				5	Push	Push
	25					
				6	Push	Push
	30					
-31		VERY SOFT Grey Sandy CLAY with Trace Shell Fragments		7	1 0 1	1 = 12"
	35					
-36						

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

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TEST BORING RECORD

JOB NO. 6929

BORING NO. B8

Project Fernandina Marina

Sheet 2 of 2

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST: BLOWS / 6-INCH	STANDARD PENETRATION TEST: BLOW COUNT
	40	VERY DENSE Grey Fine SAND with Trace Shell Fragments		8	36 30 37	67
-39.5		VERY DENSE to FIRM Grey Fine SAND				
	45			9	35 31 34	65
	50			10	11 21 30	51
	55			11	18 32 43	75
				12	6 6 13	19
-57.5	60	BORING TERMINATED				
	65					
	70					
	75					
	80					

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TEST BORING RECORD

JOB NO. J6929

BORING NO. B9

Project: Fernandina Marina
Sheet 1 of 2
Boring Location: See Field Exploration Plan
Boring Begun: 2/14/97
Water Elevation: -0.8 Datum: AT&M Contour Data
Boring Completed: 2/14/97
Water Depth: 2 feet at time of drilling
Driller: C. Moody
Length of Casing Set: 20' Casing Size: 3"
Engineer: K. Faser

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
-0.8	0	WATER				
-2.8		VERY SOFT Grey Clayey SILT				
	5			1	Push	Push
				2	Push	Push
	10					
	15			3	Push	Push
	20			4	Push	Push
	25			5	Push	Push
-28.8		FIRM Grey Sandy CLAY with some Shell Fragments		6	2 4 2	6
	30					
-34.3		DENSE Grey Clayey Fine SAND		7	11 15 23	38
	35					
-39.3						

REMARKS: No water at low tide - 5 feet at high tide

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

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TEST BORING RECORD

JOB NO. J6929

BORING NO. B9

Project Fernandina Marina

Sheet 2 of 2

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
	40	VERY DENSE to DENSE Grey Fine to Medium SAND		8	20 37 50	87
	45			9	24 24 28	52
-49.3	50	DENSE to VERY DENSE Grey Very Clayey Fine SAND with Trace Shell Fragments		10	7 15 17	32
	55			11	9 19 31	50
-57.8	60	VERY DENSE to VERY FIRM Grey Very Clayey Fine SAND		12	12 27 40	67
				13	12 14 11	25
-65.8	65	BORING TERMINATED				
	70					
	75					
	80					

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TEST BORING RECORD

JOB NO. 6929

BORING NO. B10
Sheet 1 of 2
Boring Begun 2/14/97
Boring Completed 2/14/97
Driller G. Padgett
Engineer K. Fraser

Project Fernandina Marina
Boring Location See Field Exploration Plan
Water Elevation +6.7 Datum AT &M Contour Data
Water Depth 10 feet at time of drilling
Length of Casing Set 30' Casing Size 3"

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST: BLOWS / 6-INCH	STANDARD PENETRATION TEST: BLOW COUNT
	0	WATER				
	5					
-3.3	10	VERY SOFT Grey Clayey SILT				
	15			1	Push by Hand	Push
	20			2	1 0 3	3
-17.3	25	LOOSE Grey Very Silty Fine SAND with Trace Shell Fragments		3	1 0 0	1 = 18"
-21.3	30	LOOSE Grey Clayey Fine SAND		4	2 3 2	5
-26.3	35	LOOSE Grey Fine SAND with Trace Shell Fragments		5	3 2 3	5
-29.8		VERY LOOSE Grey Clayey Fine SAND with Trace Shell Fragments				

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

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TEST BORING RECORD

JOB NO. 6929

BORING NO. B10

Project Fernandina Marina

Sheet 2 of 2

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
	40	Continued As: VERY LOOSE Grey Clayey Fine SAND with Trace Shell Fragments		6	5 4 6	10
-36.8	45	LOOSE Grey Fine SAND with Trace Shell Fragments		7	2 2 2	4
-42.3	50	DENSE Grey Fine SAND		8	4 4 3	7
-45.8	55	VERY FIRM Grey Clayey Fine SAND		9	9 19 20	39
	60			10	9 7 21	28
-58.3	65	BORING TERMINATED		11	3 4 6	10
	70					
	75					
	80					

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TEST BORING RECORD

JOB NO. J6929

BORING NO. B11

Project: Fernandina Marina
Sheet 1 of 3
Boring Location: See Field Exploration Plan
Boring Begun: 2/14/97
Water Elevation: -8 Datum: AT&M Contour Data
Boring Completed: 2/14/97
Water Depth: +17 feet at time of drilling
Driller: C. Moody
Length of Casing Set: 50' Casing Size: 3"
Engineer: K. Faser

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
	0	WATER				
	5					
	10					
	15					
-25		VERY SOFT Grey Clayey SILT				
	20					
	25			1	Push	Push
-37.5	30	LOOSE Grey Slightly Clayey Fine SAND with Trace Shell Fragments		2	Push	Push
	35			3	Push	Push
-44		DENSE Grey Fine SAND with Trace Shell Fragments				

REMARKS: 4 X 4 Chop and Wash

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

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TEST BORING RECORD

JOB NO. J6929

BORING NO. B11

Project Fernandina Marina

Sheet 2 of 3

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
-48	40	FIRM Grey Fine SAND		4	3 3 5	8
	45			5	3 10 21	31
-54.5		VERY DENSE Grey Fine SAND		6	5 7 7	14
	50					
-59.5		LOOSE Grey Slightly Clayey Fine SAND		7	25 32 25	57
	55					
-63.5		FIRM Grey Fine SAND		8	3 3 5	8
-67.5	60	VERY FIRM Grey Fine SAND				
-72.5	65	FIRM to LOOSE Grey Clayey Fine SAND		9	3 5 7	12
	70			10	5 11 11	22
	75			11	9 11 8	19
	80			12	3 4 5	9

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TEST BORING RECORD

JOB NO. J6929

BORING NO. B 11

Project Fernandina Marina

Sheet 3 of 3

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
-93	85	Continued As: FIRM to LOOSE Grey Clayey Fine SAND		13	7 7 8	15
		BORING TERMINATED				
	90					
	95					
	100					
	105					
	110					
	115					
	120					
	125					

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TEST BORING RECORD

JOB NO. J6929

BORING NO. B12
Sheet 1 of 1
Boring Begun 2/17/97
Boring Completed 2/17/97
Driller G. Padgett
Engineer K. Fraser

Project: Fernandina Marina
Boring Location: See Field Exploration Plan
Ground Elevation: N/A Datum: N/A
Groundwater Depth: 5.0 +
Length of Casing Set: N/A Casing Size: N/A

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST BLOWS / 6-INCH	BLOW COUNT
	0	WATER				
	5	VERY SOFT Grey Clayey SILT with Some Shell Fragments		1	1 0 0	1 = 18"
		VERY SOFT Grey Clayey SILT		2	Push by Hand	Push
				3	Push by Hand	Push
				4	Push by Hand	Push
	10					
				5	Push by Hand	Push
	15	BORING TERMINATED				
	20					
	25					
	30					
	35					

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

FIELD EXPLORATION PROCEDURES

Penetration Borings

The penetration boring was made in general accordance with ASTM D 1586-67, "Penetration Test and Split-Barrel Sampling of Soils". The boring was advanced to the water table by augering and, after encountering the groundwater table, further advanced by a "wash-and-chop" drilling technique using a circulating bentonite fluid for borehole flushing and stability. At two-foot intervals within the upper 10 feet and at five-foot intervals thereafter, the drilling tools were removed from the borehole and a split-barrel sampler inserted to the borehole bottom and driven 18 inches into the material using a 140-pound SPT hammer falling, on the average, 30 inches per hammer blow. The number of hammer blows for the final 12 inches of penetration is termed the "penetration resistance, blow count, or value". This value is an index to several in-place geotechnical properties of the material tested, such as relative density and Young's Modulus.

After driving the sampler 18 inches (or less, if in hard rock or rock-like material) at each test interval, the sampler was retrieved from the borehole and a representative sample of the material within the split-barrel was placed in a glass jar and sealed. After completing the drilling operations, the samples for the boring were transported to our laboratory where they were examined by our engineer in order to verify the driller's field classifications. The samples will be kept in our laboratory for a period of two months after submittal of formal written report, unless otherwise directed by the client.

SUMMARY OF LABORATORY TEST DATA

Fernandina Marina Modifications and Improvements
Fernandina Beach, Florida
A T & E Job № J6929, Report № 001

Boring No. Sample No.	Depth (Feet)	W_n[a] (%)	Fines[b] (%)	Organics[c]
B1/S1	0 - 2	18	18	*
B3/S2	2 - 4	6	8	*
B3/S3	4 - 6	5	2	*
B4/S5	8 - 10	29	41	*
B5/S2	0 - 2	11	4	2

* Sample not analyzed with this procedure

[a]Wn - Percent Water Content (ASTM D 2216)
[B]Fines - Percent Material passing No. 200 Mesh Sieve (ASTM D 1140)
[C]Organics - Percent Organic Material (ASTM D 2974)

LABORATORY TEST PROCEDURES

Natural Moisture Content

The water content of the sample tested was determined in general accordance with ASTM D 2216-80. The water content is defined as the ratio of "pore" or "free" water in a given mass of material to the mass of solid material particles.

Fines Content

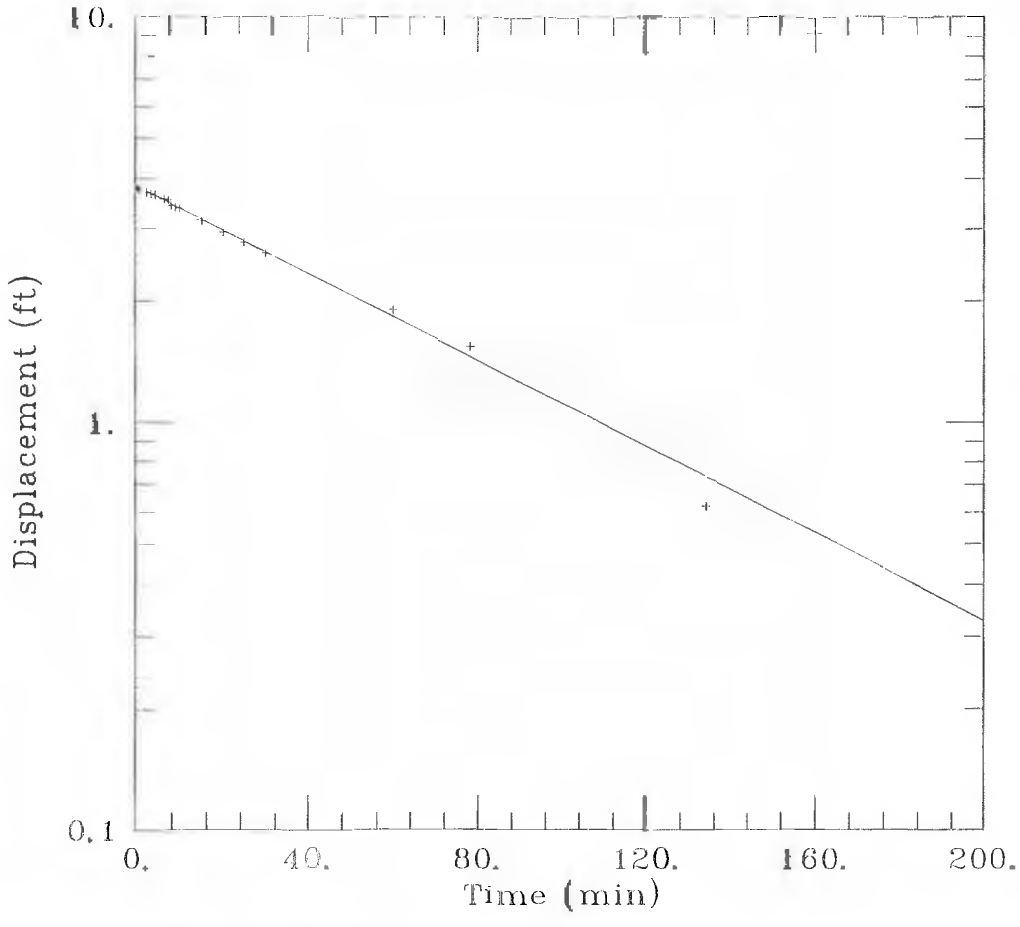
The percent fines of material passing the No. 200 mesh sieve of the sample tested was determined in general accordance with ASTM D 1140. The percent fines are the soil particles in the silt and clay size range.

Percent Organics Content

The percent organic material (i.e. organic loss on ignition) in the sample tested was determined in general accordance with ASTM D 2974. The percent organics is the material, expressed as a percentage, which is burned off in a muffle furnace at 400 degrees Celsius.

Client:	Applied Technology & Mgt.	Company:	Atlanta Testing & Engineering
Location:	Fernandina Beach Marina	Project:	J6929

Slug Out Test Piezometer P-1



DATA SET:
J6929P1.DAT
03/01/97

AQUIFER MODEL:
Unconfined

SOLUTION METHOD:
Bouwer-Rice

PROJECT DATA:
test date: 2/27/97
obs. well: P-1

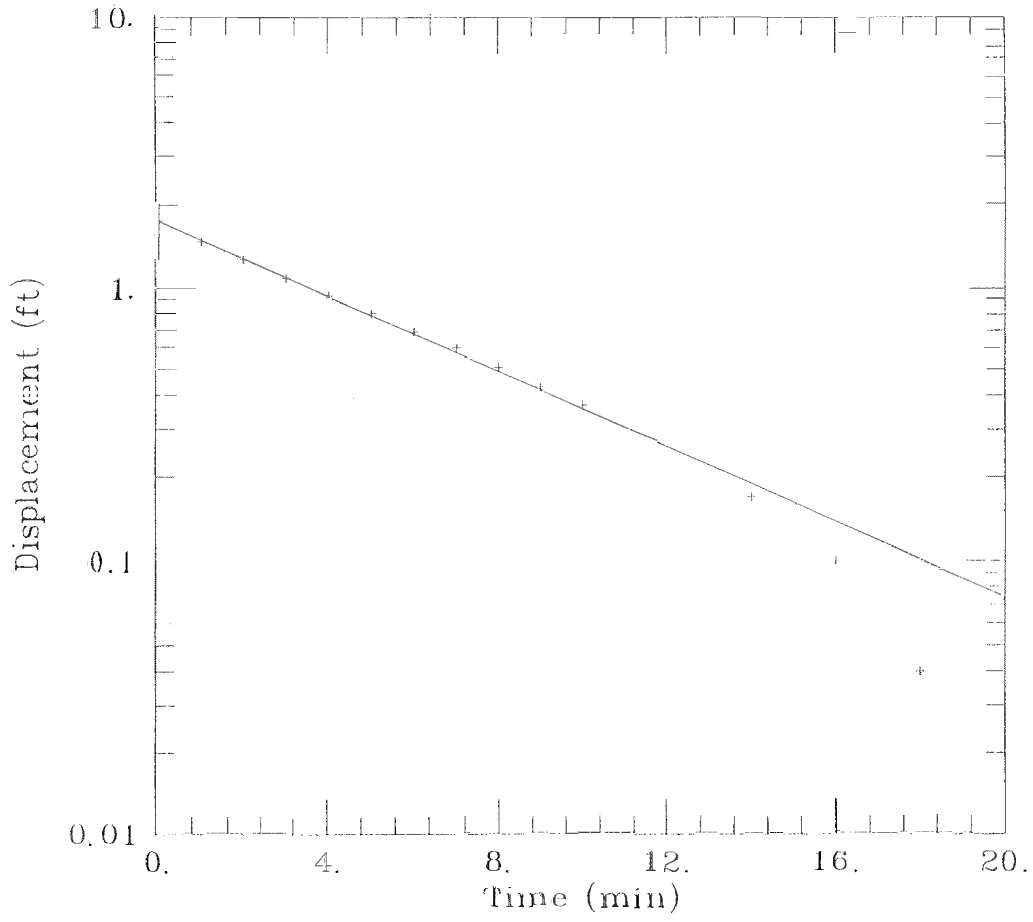
TEST DATA:
Ho = 3.81 ft
rc = 0.0833 ft
rw = 0.1667 ft
L = 5. ft
b = 14. ft
H = 9.07 ft

PARAMETER ESTIMATES:
K = 5.101E-05 ft/min
y0 = 3.814 ft

AQTESOLV

Client:	Applied Technology & Mgt.	Company:	Atlanta Testing & Engineering
Location:	Fernandina Beach Marina	Project:	J6929

Slug Out Test Piezometer P-3



DATA SET:
J6929P3.DAT
03/01/97

AQUIFER MODEL:
Unconfined

SOLUTION METHOD:
Bouwer-Rice

PROJECT DATA:
test date: February 27, 1997
obs. well: P-3

TEST DATA:
H0 = 1.76 ft
rc = 0.0833 ft
rw = 0.1667 ft
L = 5. ft
b = 12. ft
H = 6.91 ft

PARAMETER ESTIMATES:
K = 0.0006333 ft/min
y0 = 1.753 ft

AQTESOLV

PIEZOMETER CONSTRUCTION LOG

PIEZOMETER NO. P1

PROJECT: Fernandina Marina PROJECT NO.: J6929

LOCATION: See Field Exploration Plan ELEVATION: NA

DRILLER: CMOODY DATE DRILLED: 2/20/97 DATE COMPLETED: 2/20/97

WATER DEPTH: INSPECTOR: COMPLETION DEPTH: 14 feet

DEPTH (ft.)	Well Construction Diagram	Sampler	Soil Graphic	DESCRIPTION	SPT N-VALUE
0				FIRM LIMEROCK & GRAVEL (Fill)	
				FIRM Dark Brown Slightly Silty Fine SAND with Trace Organics (Fill)	17
				ASPHALT (Fill)	23
5				LOOSE to FIRM Dark Brown Slightly Silty Fine SAND	12
					7
10				SOFT Dark Grey SILT with Slight Trace of Fine Sand and Wood	4
				SOFT Dark Grey Sandy SILT with Some Vegetation	4
15				PIEZOMETER TERMINATED	
20					
25					
30					
35					

PROTECTIVE COVER TYPE: PVC Cap

GROUT:

Type: N/A

Quantity:

Total Depth:

BACKFILL:

Type: Sand 20/30

Top Depth: 8'

Bottom Depth: 14'

CASING:

Diameter: 2"

Length: 14'

Stick Up: 2'

SEAL

Type: Bentonite

Quantity:

Top Depth: 0'

Bottom Depth: 8'

SCREEN

Type: PVC

Diameter: 2'

Slot Size: 0.010"

Top Depth: 9'

Bottom Depth: 14'

COMMENTS

PIEZOMETER CONSTRUCTION LOG

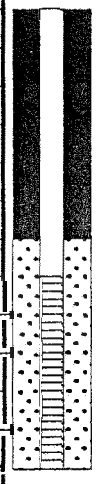
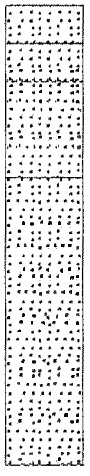
PIEZOMETER NO. P3

PROJECT: Fernandina Marina | PROJECT NO.: J6929

LOCATION: See Field Exploration Plan | ELEVATION: NA

DRILLER: CMOODY | DATE DRILLED: 2/20/97 | DATE COMPLETED: 2/20/97

WATER DEPTH: | INSPECTOR: | COMPLETION DEPTH: 12 feet

DEPTH (ft.)	Well Construction Diagram	Sampler	Soil Graphic	DESCRIPTION	SPT N-VALUE
0				Dark Brown Fine SAND with Slight Trace Small Roots	
				Dark Brown Fine SAND	
				LOOSED ark Brown Fine SAND with Some Large and Small Shell Fragments	
5				VERY LOOSE Brown Fine SAND	6
					3
					4
10					
				PIEZOMETER TERMINATED	
15					
20					
25					
30					
35					

PROTECTIVE COVER TYPE: PVC Cap

GROUT:

Type: N/A

Quantity:

Total Depth:

BACKFILL:

Type: Sand 20/30

Top Depth: 6'

Bottom Depth: 12'

CASING:

Diameter: 2''

Length: 12'

Stick Up: 2 '

SEAL

Type: Bentonite

Quantity:

Top Depth: 0'

Bottom Depth: 6'

SCREEN

Type: PVC

Diameter: 2"

Slot Size: 0.010"

Top Depth: 7'

Bottom Depth: 12'

COMMENTS

APPENDIXB

IMPORTANT INFORMATION ABOUT THIS GEOTECHNICAL ENGINEERING REPORT

CONSTRAINTS AND RESTRICTIONS

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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CONSTRAINTS AND RESTRICTIONS

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not

be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of investigation. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

MEMORANDUM

P.O. BOX 20336
CHARLESTON, SC 29413-0336
843.414.1040

To: Dale Martin, City Manager

From: Heath Hansell, PE
Robert Semmes, MS

CC: Joe Springer, Marina Manager

Date : May 21, 2018

Re : Fernandina Harbor Marina Southern Wave Attenuator Design Basis Information

---

ATM was contracted to develop design basis information for the replacement of the southern wave attenuator at the Fernandina Harbor Marina. The task includes both a coastal conditions analysis (wind, waves, water levels, etc.) and development of RFP language for additional geotechnical information. The analysis includes review of readily available data to update normal and extreme operating conditions expected at the marina. The results are anticipated to be used in the design of the proposed wave attenuator.

Project Location

Fernandina Harbor Marina is located on the western end of Centre Street in Fernandina Beach, Florida. The marina is on the Amelia River approximately 2.5 miles south of the St. Marys River entrance to the Atlantic Ocean (Figure 1).

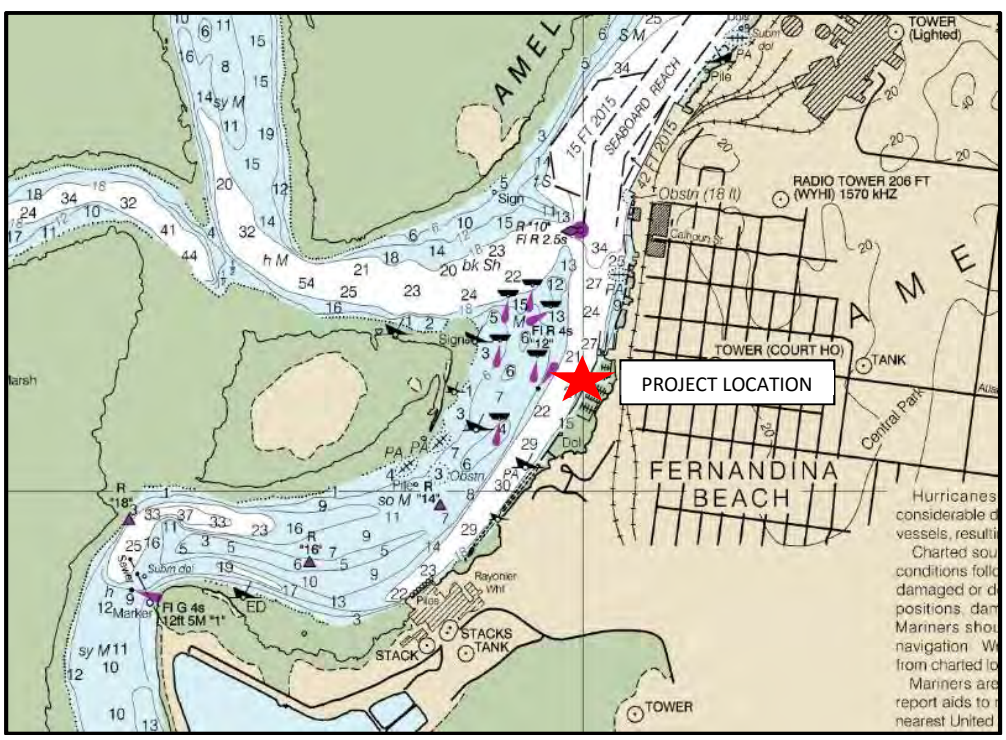

Figure 1: NOAA Nautical Chart Number 11503.

Exposure and Depths

The project site is on the Amelia River and is adjacent to the Atlantic Intracoastal Waterway. The site is exposed to fluctuating water levels, wind, waves, currents, and vessel wakes. The river's edge adjacent to the site is a mixture of seawalls and rip-rap revetments. Marsh islands border the western edge of the river. Water depths in the project vicinity range from 6 feet to 50 feet below mean lower low water per NOAA's Nautical Chart Number 11503, St. Marys Entrance.

Water Levels

Tidal conditions for the site are based on the NOAA tide station located at Fernandina Beach, FL (Station ID: 8720030). In addition to wind and wave conditions associated with extreme events (i.e., tropical storms and hurricanes), the anticipated flood elevations associated with these events must be considered. Review of the Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) for Nassau County (revised 8/2/17 and adopted herein as the most recent/accurate estimates), indicates that the 100-year Still Water Elevation (SWEL) is 8.8 ft NAVD (North American Vertical Datum of 1988). Review of the revised FEMA Flood Insurance Rate Map (FIRM) indicates that the site is located in the VE flood zone, elevation 12 ft NAVD. This includes the wave effects on top of the SWEL, and indicates that anticipated wave heights for the 100-year return period are greater than 3 ft. Tidal datums and extreme water levels for the site are provided in Table 1.

Extreme water levels measured at the site during Hurricanes Matthew and Irma are also available from the NOAA tidal station. Peak water levels reached +6.3 ft NAVD during Irma and +6.8 ft NAVD during Matthew. These water levels are between the 25 and 50-year return period FEMA SWELs.

Table 1: Project Water Levels.

DATUM	ABBREVIATION	FT (NAVD88)	FT (MLLW)
1-Percent Annual Chance Stillwater Elevation	100-yr SWEL	8.8	12.6
2-Percent Annual Chance Stillwater Elevation	50-yr SWEL	7.4	11.2
4-Percent Annual Chance Stillwater Elevation	25-yr SWEL	6.0	9.8
10-Percent Annual Chance Stillwater Elevation	10-yr SWEL	5.6	9.4
Highest Astronomical Tide	HAT	4.5	8.3
Mean Higher High Water	MHHW	2.7	6.5
Mean High Water	MHW	2.4	6.2
North American Vertical Datum of 1988	NAVD88	0.0	3.8
Mean Low Water	MLW	-3.6	0.2
Mean Lower Low Water	MLLW	-3.8	0.0
Lowest Astronomical Tide	LAT	-5.4	-1.6
Lowest Observed Water Level		-7.9	-4.1

Sea Level Rise

Various sources are available for prediction of sea level rise (SLR). Figure 2 presents the USACE and NOAA projected rates for a 50-year horizon at Fernandina Beach. The historical rate is 2.11 mm/yr (0.0069 ft/yr) and is represented as the lowest curve on the plot. Based on the potential ranges and ATM engineering judgment, a realistic projected SLR allowance of 0.34 ft over 25 years and 0.8 ft over 50 years is recommended when future flood mitigation and planning are considered for projects. This would be

added to the design SWEL, resulting in the final governing water level for establishing design water levels and pile cutoff elevations. The 0.34 to 0.8 ft allowance is representative of the USACE intermediate rate estimate of SLR over the next 25-50 years, which is a typical life of mortgages and development planning prior to requiring significant maintenance or replacement. NOAA intermediate SLR prediction methods produce 0.34 to 0.72 ft over the next 25 years and 0.8 to 1.8 ft over the next 50 years. It is recommended the Client consider accounting for the largest SLR projections feasible, while considering costs, aesthetics, and potential risks.

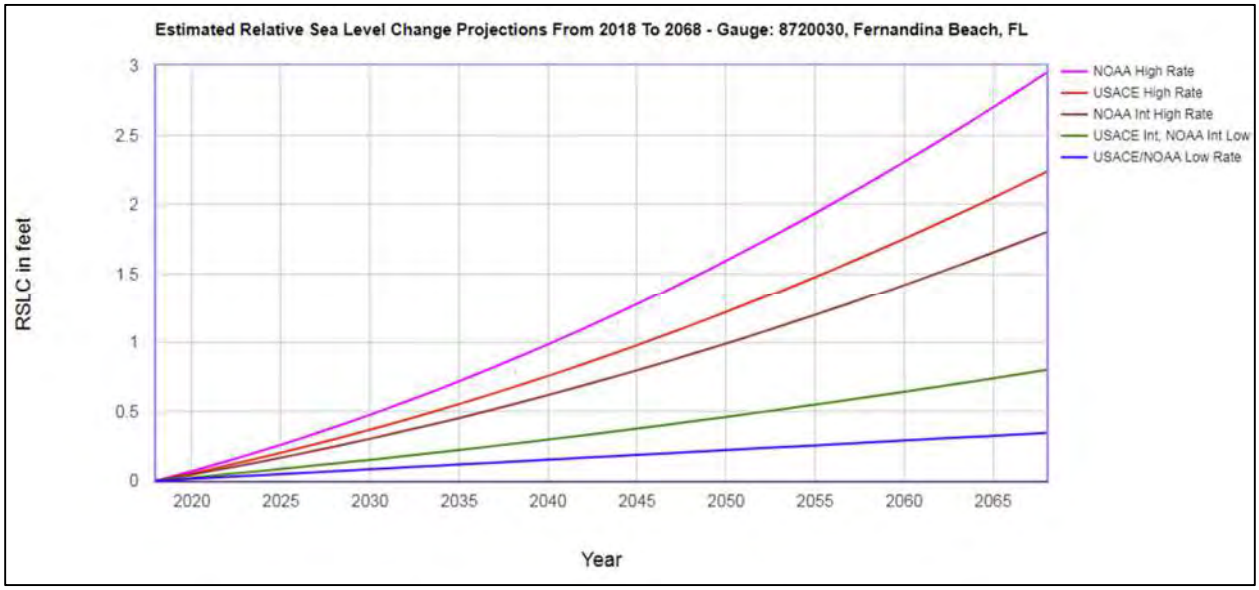

Figure 2: Predicted Relative Sea Level Rise (source: http://www.corpsclimate.us/ccaceslcurves.cfm).

Currents

Currents in the Amelia River are driven by the rise and fall of tides in the Atlantic Ocean. NOAA predicts currents in the river and has a prediction station near the project site. The current predictions are interpolated at NOAA Station Fernandina Beach, City Front Reach, Amelia River (FEB1107).

The currents in the Amelia River near the marina location are nearly exclusively tidal driven. Although there is some influence from runoff from the surrounding areas, the close proximity of the St. Marys River entrance to the Atlantic Ocean dictates the tidal levels and current velocities. The maximum predicted current at station FEB1107 for 2015 to 2019 is approximately 2.0 ft/sec (1.4 mph). This station is in the deepest part of the channel approximately 360 ft west of the southern attenuator. This velocity represents the maximum flow speed and current speeds at the marina are lower.

ATM measured the current velocities and directions with a portable Marsh McBirney electromagnetic probe in 1996. Additional measurements were made by deploying surface drogues and tracking their movement in the marina basin. The average maximum flood current was 1.5 ft/sec (1 mph) and the average maximum ebb current was 1.4 ft/sec. These velocities can expect to increase slightly during large tidal fluctuations, such as spring tides. The directions of the ebb and flood currents are nearly opposite, with a slight deviation of approximately 6 degrees. Ebb currents reached 2.0 ft/sec (1.4 mph) immediately riverward of the attenuator.

In addition to tidal and river currents, sustained winds along waterbodies can also be expected to generate a surface current, generally estimated as less than 2 to 3 percent of the wind speed (USACE, 2001). The Naval Facilities Engineering Command (NAVFAC) Manual DM-26.5 recommends use of a 50-year return period wind to generate the design current, superimposed on tidal and river currents. The annual and 50-year ASCE 7-10 wind speeds (see following section) were utilized (converted to equivalent 10-min wind speeds), resulting in potential wind-induced currents that may add (or reduce by) 1.5 ft/sec to the tidal current speeds under operational (annual) conditions and up to 2.9 ft/sec for design storm condition.

A 3.5 ft/sec (2.4 mph) current velocity (oriented along-channel, both directions) is recommended for design consideration under operational conditions and 4.9 ft/sec (3.3 mph) for design storm conditions.

Winds

Wind speed and direction will affect the design specifications for floating docks and anchorage due to associated potential wave heights and wind loads. Wind conditions must also be taken into consideration when planning dock orientation to maximize the overall efficiency and safety of the facility, however in this case the dock orientation is pre-determined.

Operational winds were determined using wind data collected at the National Climatic Data Center's Fernandina Beach Station. The wind rose in Figure 3(a) was generated based on hourly readings from 2011 to 2017 and shows speeds generally falling below 20 mph, with higher wind speeds experienced less frequently (Iowa Environmental Mesonet, 2017). This 6-year-long dataset is relatively short and Figure 3(b) shows the Jacksonville Airport wind rose using wind records from 1970-2017 (47-years) for comparison. Based on the longer-term Jacksonville, FL dataset, the wind commonly blows from the exposed NE, NW, West, and SW directions with the majority of the stronger winds coming from the NE, NW, W, and SW.

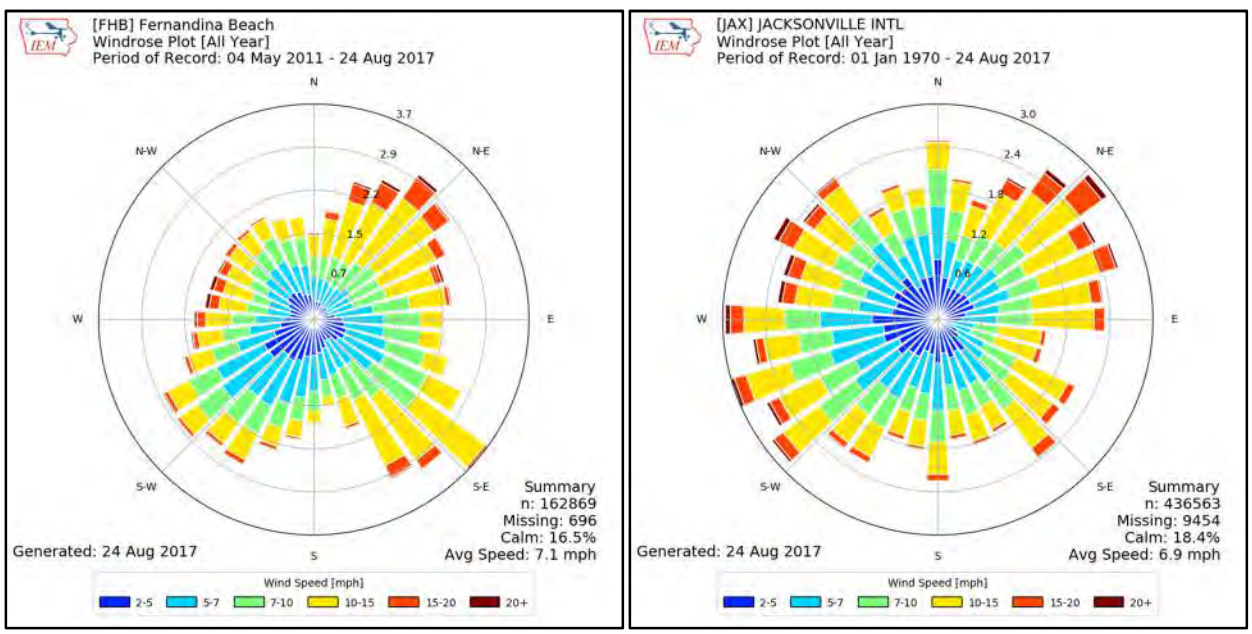

Figure 3: Wind Rose from (a) NCDC's Fernandina Beach Station [left], and (b) Jacksonville International Airport [right].

Extreme wind speeds are provided in ASCE 7-10 for use in flood/hurricane analysis and structural design. These guidelines present extreme wind speeds that are omnidirectional, and, therefore, result in conservative conditions versus considering extreme wind speeds by direction. Directional statistical wind data analysis is beyond the scope of this study. Table 2 summarizes the ASCE 7-10 wind speeds. A 49 mph (3-sec gust) annual wind speed can be extrapolated from the ASCE 7-10 extreme values. This extrapolated annual wind speed is considered herein for design operational conditions.

Table 2: ASCE 7-10 Extreme Wind Speeds at Fernandina Harbor Marina.

Condition	Case	ASCE 7-10 Omnidirectional Wind Speed, mph (3-sec gust)
Extreme	50-YR	95
	25-YR	86
	10-YR	76

Wind Waves

Winds blowing for a sufficient time over water cause wave generation. During both operational and extreme conditions, the geometry of the project site exposure presents a restricted fetch scenario, in which a limited number of directions can be expected to produce waves of any consequence to the facility.

The US Army Corps of Engineers (USACE) wave forecasting model, ACES (Automated Coastal Engineering System) (USACE, 1992), was used to evaluate the potential wind-wave climate, per recommendations of the Coastal Engineering Manual, (USACE, 2002). The program was utilized to estimate the wind generated waves under a range of extreme event conditions for the site fetch geometry identified below.

Inputs to ACES included the critical effective fetches, representative water depth along the fetch, and wind speed. Wind final durations were adjusted to achieve fetch-limited conditions using deep or shallow water growth forecasting equations, depending on the water level scenario. Due to the presence of the deep navigation channel and the extensive marsh shoal and island areas, two basic scenarios were evaluated:

(1) the near field, deep water wave generation conditions associated with operational water levels (up to MHHW), where the fetch lengths extend to the upwind apparent marsh shoreline or upland; and

(2) the far field, longer and shallow water wave generation conditions where extreme event water levels inundate the marsh areas to extend the fetches to the apparent high ground above the SWEL.

The longest available fetch directions come from the north, west, and southwest during normal conditions. All three directions have a restricted fetch of approximately 1 mile before encountering topographic obstructions. These fetches are illustrated in Figure 4.

Figure 4: Operational Fetch Conditions at Fernandina Harbor Marina.

During extreme storm conditions, the water levels are elevated and the marsh is inundated with water creating a significantly longer fetch. The maximum fetch is from the northwest and is over 5 miles long. However, the average water level over this longer fetch is much shallower. The depths along the extended, far field fetches were averaged (by eye) from the navigation chart for the near field and assuming an average ground elevation of +2 ft NAVD for the far field marsh areas. Weighted averaging for wind wave calculation depth inputs assumed 75% of the far field fetch was shallower, with the remaining 25% near the marina being deeper water indicative of the river and channel depths adjacent to the site. Marsh flats did not include effects of vegetation, which is conservative since thick marsh grass will reduce wave generation potential.

Table 3 distills the wind wave analysis results and summarizes significant wave heights and peak wave periods for operational and extreme conditions based on varying fetch lengths, water depths, and extreme wind speeds (Table 2).

Table 3: Summary of ACES Wind Wave Predictions for Design Consideration.

MRI	All Directions		Extreme Northwest Fetch	
	H_{m0} (ft)	T_p (sec)	H_{m0} (ft)	T_p (sec)
Operational (1-yr)	1.2	1.9	-	-
10-yr	2.1	2.7	2.6	2.9
25-yr	2.5	2.9	2.9	3.1
50-yr	2.8	3.1	3.5	3.3

Different structure types (rigid vs. flexible structures) require different statistical wave heights as design inputs. The significant wave height (H_s) is the average height of the highest 1/3 of observed waves. The basic output from ACES is the spectral based significant wave height (H_{m0}) (variance of the record or the integral of the variance in the spectrum (H_{m0} ~ H_s in deep water) and peak spectral period (T_p). Some structure types utilize statistical wave heights such as H_{10} (highest 10% of waves) and H_1 (highest 1% of waves). It is up to the structural designer, via coordination with the City and Engineer, to select the appropriate design wave height to use for dock system structural and anchorage design.

Vessel Generated Waves

The marina is in an area of the river designated idle speed all year per 68D-24.019(1)(a). Boat wakes should be minimal in the project vicinity and are not considered a controlling factor for wave generation near the project vicinity.

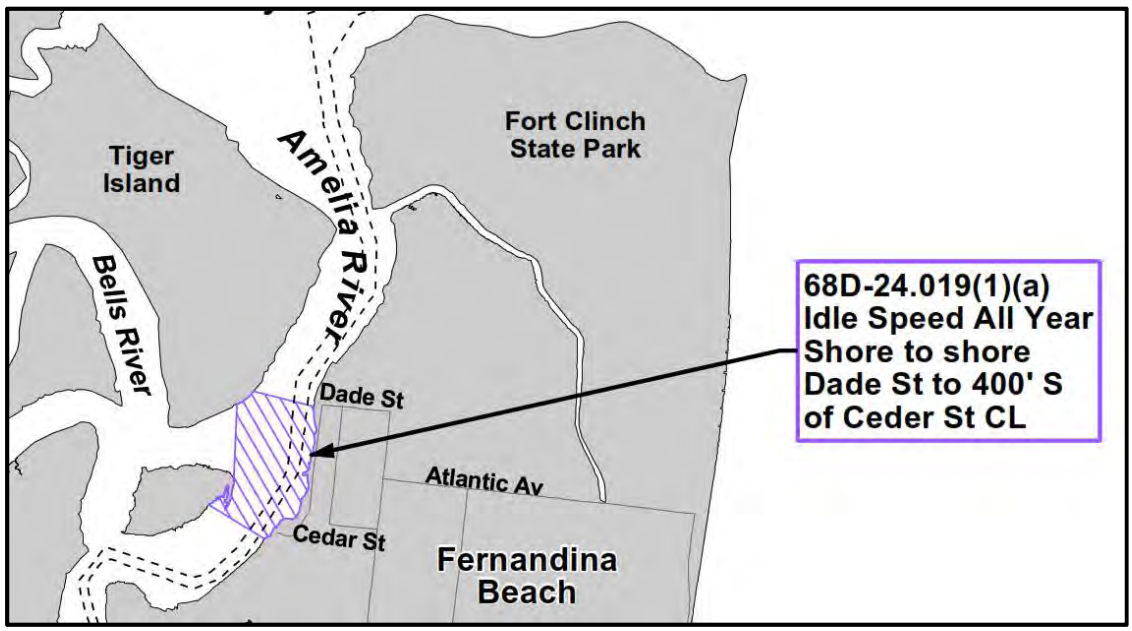

Figure 5: Excerpt from FFWCC's Nassau County Manatee Protection Areas and Boating Restricted Areas.

Pile Cutoff Elevation

Design pile cutoff elevations must consider the design surge, wave heights, and dock freeboard. ATM recommends the following equation to determine minimum pile cutoff/butt elevation:

P_{elev} = SWEL + ½(Design Wave Height) + Dock Freeboard + Safety Factor + SLR Allowances

Where,

P_{elev} = Minimum pile cut-off elevation
SWEL = Stillwater elevation for design storm event
SLR = Sea level Rise estimate

Table 4 summarizes the recommended elevations based on several scenarios, assuming significant wave heights, a 2.3-ft dock freeboard, and 1-ft safety factor. Typically, aesthetics also play a role in selecting

pile cutoff/butt elevations and must be considered by the Client. Due to the drop in FEMA SWELs in the currently revised map, pile cutoff elevation calculations may result in cutoff recommendations similar to existing conditions. It is not recommended to cutoff new piles at a lower elevation than existing unless there are extenuating circumstances. Current attenuator pile cut-off elevations at the marina for both sections of the attenuator appear to be approximately 13.5 ft.

Table 4: Minimum Recommended Pile Cutoff Elevations.

MRI	Water Level	Wave Height	SLR	Recommended Min. Pile Cutoff
	ft (NAVD88)	(H_s), ft	ft	ft (NAVD88)
10	5.6	2.6	0.12	10.3
25	6.0	2.9	0.34	11.1
50	7.4	3.5	0.80	13.3 (recommend **13.5**)

Risk Potential

There is always some risk of damage and even total loss of waterfront structures, which can be estimated by the following equation:

$$R = 1 - (1 - 1/T_r)^n$$

where R is the probability or risk that an event with a return period of T_r years will occur at least once during a time period (project life) of n years.

Table 5 presents some theoretical examples of risk of occurrence for particular design levels and project design lives.

Table 5: Theoretical occurrence percentages for varying time spans.

Return Period (Years)	Theoretical Occurrence over 1 Year	Theoretical Occurrence over 5 years	Theoretical Occurrence over 10 years	Theoretical Occurrence over 25 years
10	10%	41%	65%	93%
25	4%	19%	34%	64%
50	2%	10%	18%	40%

This means that statistically, there is an 18% chance of a 50-year design condition occurring over a consecutive 10-year period and almost 40% chance over a consecutive 25-year period. For a 25-year design condition and a 25-year life expectancy, there is a 64% chance of that event occurring during the life of the project. Marina facilities, neglecting economic analyses, are typically designed for 25- to 50-year events. A 64% risk level (i.e., a 25-year design life and 25-year design event) is commonly used when loss of life is not a consideration and economics control the design (Cox, 1989). However, if a 2 in 3 chance over the project design life is unacceptable to the City, the risk can be reduced to a 2 in 5 chance (40%) if the project is designed for a 50-year storm event. The summary section show below shows conditions for a 25-year operational (occupied marina) condition and a 50-year storm (unoccupied) condition.

The City must weigh the risks associated with potential occurrence of similar or larger, longer period waves (and resulting damage or destruction) versus the greater costs associated with providing a more substantial structure and/or paying larger insurance premiums. Economics and acceptable risk levels must ultimately be balanced to achieve the desired level of protection. The City must also realize that the structure will require maintenance after major storms exceeding design conditions.

Summary

Typical floating dock designs for recreational facilities will specify a 25- to 50-year recurrence interval event (annual chance of occurrence of 4% and 2%, respectively) as the "design or survival condition". This implies survival with some damage expected during the design storm event unless economics or other considerations result in a reduction (or increase) in the design level. A reduction in design level will also mean an increase in accepted level of risk of possible structure damage or destruction. Reduced design levels may be justified for projects that are temporary or where structure damage/destruction will not involve loss of life or significant injury. The City must evaluate these risks versus insurance premiums and available coverage so that an informed decision can be made regarding the required robustness of the final design.

Below is a summary of proposed design conditions for consideration for the wave attenuator at Fernandina Harbor:

Water Levels

Mean High Water:	+2.4' NAVD88
Mean Low Water:	-3.6' NAVD88
Maximum Operational:	+6.0' NAVD88
Storm Condition (50 yr MRI):	+7.4' NAVD88
Minimum Pile Butt/Cutoff Elevation:	+13.5' NAVD88
Current Speeds (Max. Operational-Full Occupancy)*:	3.5 feet per second
Current Speeds (Storm Condition-No Occupancy):	4.9 feet per second

Wind Speed

*Max. Operational (Full Occupancy)**	86 mph (ASCE 7-10 MRI 25-yr, 3-sec gust); +6.0' NAVD
Storm Condition (No Occupancy)	118 mph (ASCE 7-10, Risk Cat 1, 3-sec gust); +7.4' NAVD

**Operational wind speed on berthed vessels may be adjusted to a 30 second duration for determination of wind pressure loads. Maximum operational conditions are considered 25-yr storm conditions and assume full occupancy. Occupancy levels should be reviewed by Marina Operator.*

Wave Conditions

Max. Operational (Full Occupancy):	H_s = 2.9', T_p = 3.1 sec (all directions)
Storm Condition (No Occupancy):	H_s = 3.5', T_p = 3.3 sec (all directions)

Wave Transmission

Operational (Full Occupancy, Continuous):	Attenuate H_s = 1.2' (1.9 sec) to H_t <= 0.5'
Max Operational (Full Occupancy):	Attenuate H_s = 2.9' (3.1 sec) to H_t <= 0.9'
*Storm Condition (No Occupancy)**:*	Attenuate H_s = 3.5' (3.3 sec) to H_t <= 2.0'

***An occasional 2' wave height is generally considered an acceptable "survival" wave height for industry typical interior floating docks.*

Geotechnical Investigation

A geotechnical investigation was conducted in 1997 by Atlanta Testing & Engineering (see Appendix) to provide information needed to design the docks installed north of Brett's Waterway Café in the early 2000s. The existing geotechnical information lacks sufficient detail in the area proposed for attenuator replacement and lateral soil parameters needed to complete the attenuator anchor pile design. In order to gather information for accurate design of pile supported docks, additional geotechnical analysis and interpretation is needed, but it is ATM's professional opinion that the 1997 boring depths and coverage are sufficient and additional field work will not be required.

ATM recommends retaining a geotechnical engineering firm to review the 1997 report and provide the following:

- Description of subsurface conditions based on previously collected data
- Pile foundation lateral analysis using software such as ALLPILE or LPILE
- Seismic considerations in general accordance with the current edition of the International Building Code (IBC) including liquefaction analyses
- Lateral earth pressures
- Design parameters
    - N values
    - Unit weight
    - Friction angle and/or cohension
    - Horizontal modulus (k value for LPILE)
    - Strain at 50% (e50 for LPILE)
    - Relative density for sands
- Lateral pile recommendations

ITB 18-12

Dock 1- Southern Attenuator Removal and Replacement

City of Fernandina Beach, Florida

City of Fernandina Beach

Submitted By:

OTAK Group, Inc

Design Build Marine, Civil and General Contractor
96126 Mt. Zion Loop Yulee, FL 32097
904-225-2588

RFP 18-12 Index

SECTION 1- ***Completed Bid Forms***

SECTION 2- ***Statement of Qualifications***

-Experience List
-Reference List
-Contractor's License

SECTION 3- ***List of Proposed Subs, Consultants and Suppliers***

SECTION 4- ***Preliminary Work Plan & Schedule***

SECTION 5- ***Bid Bond***

SECTION 6- ***Sample Certificate of Insurance***

SECTION 7- ***Equipment List***

SECTION 8- ***Preliminary Staffing Plan***

OTAK GROUP INC. DESIGN BUILD MARINE, CIVIL AND GENERAL CONTRACTORS
96126 Mount Zion Loop
Yulee, FL 32097
Ph: 904-225-2588

EXHIBIT A TO INSTRUCTIONS TO BIDDERS

Schedule of Values

Fernandina Harbor Marina South Attenuator Replacement (ITB 18-12)

25-May-18

	Qty	Unit	Unit Price	Total Price
Demolition				
Demolition - South Attenuator Floating Docks	809 LF	ls	$655	$ 529,895.00
Demolition - South Attenuator Anchor Piling	66	ea	$12,298	$ 811,668.00
Demolition - Overwater Building	1	ls	$12,000	$ 12,000.00
Demolition - Overwater Building Floating Foundation	1	ls	$15,000	$ 15,000.00
Demolition - Overwater Building Foundation Anchor Piling	9	ea	$3,000	$ 27,000.00
Demolition - South Attenuator Utilities	1	ls	$150,000	$ 150,000.00
New South Attenuator				
Install Relocated 6' X 30' Aluminum Gangway	1	ls	$15,000	$ 15,000.00
Install New 6' X 80' Aluminum ADA Gangway	1	ea	$75,000	$ 75,000.00
Install ADA Gangway Landing Pontoons	480	sf	$140	$ 67,200.00
Install ADA Gangway Deck Ramp	1	ls	$35,000	$ 35,000.00
Floating Docks (including all connections, hardware, cleats, etc.)	11,326	sf	$140	$ 1,585,640.00
Floating Dock Anchor Piles	32	ea	$17,650	$ 564,800.00
Slip Utilities (power & water)				
Utility Pedestals	15	ea	$7,368	$ 110,500.00
Power Distribution (cabling, panels, etc.)	1	ls	$1,549,850	$ 1,549,850.00
Water Distribution (piping, valves, fittings, etc.)	1	ls	$109,055	$ 109,055.00
Fire Station Safety Pedestals	6	ea	$63,700	$ 382,200.00
Safety Ladders	7	ea	$1,900	$ 13,300.00
Fire Suppression Standpipe System	1	ls	$65,000	$ 65,000.00
New Fuel Service Building/Store				
Install New Building Foundation Pontoons & Pile Guides	1,995	sf	$149	$ 297,853.50
Furnish Materials & Fabricate New Fuel Service Building	500	sf	$260	$ 130,000.00
Building Foundation Anchor Piling	4	ea	$17,650	$ 70,600.00
Construction Sub-Total				***$ 6,616,561.50***

General Conditions	Qty	Unit	Unit Price	Total Price
Mobilization	1	ls	$320,000	$ 320,000.00
Demobilization	1	ls	$20,000	$ 20,000.00
Floating Dock Design	1	ls	$625,000	$ 625,000.00
Marine Utilities Design	1	ls	$85,000	$ 85,000.00
ADA Gangway, Ramp, & Connection Design	1	ls	$10,000	$ 10,000.00
Environmental Protection	1	ls	$1,000	$ 1,000.00
Erosion and Sediment Control	1	ls	$1,000	$ 1,000.00
Project Surveying and Testing	1	ls	$35,000	$ 35,000.00
Payment and Performance Bond (% of Construction Sub-total)	1.65%	%		$ 109,173.26
Overhead & Profit (% of Construction Sub-total)	5.00%	%		$ 330,828.08
General Conditions Sub-total				***$ 1,537,001.34***
Project Grand Total (Construction + General Conditions)	-	-	-	***$ 8,153,562.84***

Unsolicited Bid Alternate(s)		***Price Adjustment***
The total price provided below represents a net addition or reduction to the base bid (i.e. - the base bid amount would be adjusted by the provided amount for any unsolicited alternatives). Bidder shall include description of any proposed alternative(s) with their Bid.		
Value Engineering Electrical-Actual Need to Match Pedestal Requirement (Defined in Work Plan Section 4)	add / (deduct)	<$805,490.00>
Bellingham Marine Dock Utilization (Defined in Work Plan Section 4)	add / (deduct)	$417,500.00
	add / (deduct)	
	add / (deduct)	
	add / (deduct)	

END OF EXHIBIT A TO INSTRUCTIONS TO BIDDERS

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-12
SOUTHERN ATTENUATOR – FERNANDINA HARBOR MARINA

EXHIBIT "A"
CONTACT SHEET

Name: OTAk Group Inc.

Federal Taxpayer ID: 59-3680427

Mailing Address: 96126 Mount Zion Loop

City, State, & Zip Code: Yulee FL 32097

Telephone: 904-225-2588 **Fax:** 904-225-1001

Email: epittman@otakgroup.com

Submitted By: Aaron Kato

Title: Owner/President

FIRM Accepts Credit Cards*: Yes X **No**
Accounting Contact:

Name: Elizabeth Pittman **Title:** Contracts Manager

Email Address: epittman@otakgroup.com **Phone:** 904-225-2588

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB 18-12.

2. This sworn statement is submitted by (entity) OTAK Group Inc. whose business address is 96126 Mt Zion Loop Yulee FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3680427 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Aaron Kato and my relationship to the entity named above is Owner/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 bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a
   pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n 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 vendor 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 vendor list. (Please attach a copy of the final order.)

   ____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature _____ Date: 6-27-18

STATE OF FLORIDA
COUNTY OF Nassau

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 27th day of June, 201 8, and is personally known to me, or has provided _____ as identification.

Notary Public State of Florida
Kelley Elizabeth Pittman
My Commission GG 189157
Expires 06/17/2022

Notary Public
My Commission expires:

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: OTAK Group Inc.

CITY: Yulee STATE: FL ZIP CODE: 32097

SIGNATURE: [signature] PHONE: 904-225-2588

NAME (TYPED OR PRINTED): Aaron Kato TITLE: Owner/President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: ITB 18-12

Project Description: Southern Attenuator-Fernandina Harbor Marina

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: OTAK Group Inc.

Authorized Signature: Aaron Kato

Title: Owner/Presdient

Date: 6-27-18

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Aaron Kato Title: Owner/President

Signature: A D Kato Date: 6-27-18

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-12
SOUTHERN ATTENUATOR – FERNANDINA HARBOR MARINA

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 18-12.

This sworn statement is submitted by (entity) OTAK Group Inc. whose business address is 96126 Mt Zion Loop Yulee FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3680427 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Aaron Kato and my relationship to the entity named above is Owner/President.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

A. Kato 6-27-18
Signature Date:

STATE OF FLORIDA
COUNTY OF NAssau

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 27th day of June, 20 18, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 6-17-22
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Notary Public State of Florida
Kelley Elizabeth Pittman
My Commission GG 189157
Expires 06/17/2022

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #18-12
SOUTHERN ATTENUATOR – FERNANDINA HARBOR MARINA

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 18-12.

This sworn statement is submitted by (entity) OTAK Group Inc. whose business address is 96126 Mt Zion Loop Yulee FL 32097 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3680427 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Aaron Kato and my relationship to the entity named above is Owner/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.

Aaron Kato 6-27-18

Signature Date:

STATE OF FLORIDA
COUNTY OF Nassau

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 27th day of June, 2018, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 6-17-22

Notary Public State of Florida
Kelley Elizabeth Pittman
My Commission GG 189157
Expires 06/17/2022

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
YES___ NO X

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

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

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

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

OTAK Group Inc.	6-27-18
Firm	Date
	Aaron Kato Owner/President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of ITB 18-12. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: OTAK Group Inc. **TITLE:** Aaron Kato Owner/President

ADDRESS: 96126 Mount Zion Loop

CITY: Yulee **STATE:** FL

AUTHORIZED SIGNATURE: A D Kato **DATE:** 6-27-18

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

Questions & Answers

1. **General:**
    a. **It is understood that under FEMA Disaster Relief reimbursement parameters, the damaged area is to be repaired/replaced in the exact manner as previous existing conditions; no greater, no less. How is the City entertaining alternative design options outside of FEMA reimbursement guidelines with removal of excessive piling and alternative docking systems?**

    The guidance and methods for generating loads and requirements for docks have changed over the years and ATM must follow current guidance. We kept the width and freeboard of the docks the same but did not require the same pile placement or the same piling specs as the piling must be designed by the design builders engineer to meet the load and storm requirements that we developed in our Specifications. Our package allows a supplier to supply docks as long as they meet the design criteria and their engineer can show that. In ATM's damage assessment, we recommended a complete replacement of the attenuator and its anchor piling. It is our engineer's contention that there is no known way to test the integrity of the existing piles without removing them and visually inspecting them. If the design engineer decides that they can be tested in some way and the engineer will sign off on their reuse in place and that they will take the loads specified, then ATM would allow reuse in-place but it should be stated that the pile requirements will likely be different for a modern attenuator.

2. **Pilings:**
    a. **Exhibit A (Instruction to Bidders, Demolition) specifically lists the removal of 66 south attenuator anchor pilings, plus 9 overwater building foundation anchor pilings, for a total of 75 pilings (for removal and disposal).**
    b. **The Instruction to Bidders, New South Attenuator section does not list the reinstallation of any pilings. However, 66 are being removed, as noted above.**
    c. **The Instruction to Bidders, New Fuel Service Building section also does not list the reinstallation of any pilings. However, 9 are being removed, as noted above.**
    d. **Previous FEMA grant reimbursement documents have specifically listed 20 anchor pilings for removal and replacement. See highlights, attachment note 1.**
    e. **Please confirm how many new anchor pilings are proposed for installation (by ATM and the corresponding bid documents) for the New South Attenuator and New Fuel Service Building. Or, is another method of dock installation proposed by ATM (or others) without the need of new / replacement pilings? If so, please provide additional details on that alternate piling and dock system.**

City of Fernandina Beach, Florida
Addendum No. 1
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

The design build engineer is responsible for determiningthe number, material, and size of the piling with consideration of the geotechnical conditions, storm conditions, and other design criteria listed in our package. The Bid Form therefore lists the dock anchor piling but leaves the quantity to be filled in by the design build bidder. Different dock systems have different pile requirements to meet the design conditions. Below are same statements from the Instructions to Bidders:

1.9 Engineer: For design-build elements (floating docks, associated anchor piling, and utilities), the Engineer is the Contractor's qualified Florida Professional Engineer, who shall be responsible for the final design and certification of the design-build elements of the project.

2.0 PROJECT SCOPE
2.1 Elements of Work:

The project involves the following primary elements:

- *Demolition & Removal: Demolish southern attenuator floating docks, utilities, anchor piling, over water building, and building foundation floating dock system as indicated in the Drawings. The existing gangway to the attenuator (Dock1) will be removed for reuse. Reference Drawings.*

- *Floating Docks: Design and install a new floating attenuator (south end of Dock 1) as indicated in the Bid Drawings. This includes the installation of the complete floating dock system, a new ADA gangway, anchor piles, and all engineering to support the selected manufacturer's proprietary system. All dimensions of the docks shown in the Bid Drawings should be followed to the extent practicable. Some minor allowances will be made to accommodate proprietary dock designs, as long as regulatory permits are not affected. Reference Drawing sheets.*

f. Considering the magnitude of cost for this item (i.e., pilings), please confirm if it is acceptable for the selected contractor to perform structural testing of the existing pilings and allow structurally sound pilings to remain in-place, to result in significant cost savings to the project (and the City). Further, if it is acceptable (as expected), how should it be noted within our response to the Instruction to Bidders section?

The existing anchor piling appear to meet the pile cut-off (cap elevation) requirements from ATM's design basis report, which were then used in the floating dock specification. ATM built up this elevation from current design storm water levels. However, the existing anchor piling cap elevations have not been surveyed.

If the design build contractor tests the piling in-place and a licensed structural or geotechnical engineer will confirm in writing that the piling are sound and meet the design requirements and pile cut-off requirements and at least a 25yr useful service life (see floating dock spec, Section 1.5B, then ATM would accept this proposal as an alternate to the base bid, which is replacement all of needed anchor piling in the new locations determined by the design engineer.

3. **Floating Dock Systems:**

   a. **The existing Attenuator (floating dock system) is a Florida Floats, Inc. / Bellingham Marine product.**

   b. **Florida Floats, Inc. / Bellingham Marine provided direct consultation and estimating services to the City during the FEMA grant process which is funding this project. They are specifically noted within the FEMA documentation, "Damage Description and Dimensions" & "Scope of Work To Be Completed" sections. See highlights, attachment note 2.**

   c. **FEMA Procurement Guidance notes that "contractors that develop or draft specifications, requirements, statements of work... must be excluded from competing for such requirements." See highlights, attachment note 3.**

   d. **Considering items 3 a-c, will Bellingham Marine be eligible to compete for this FEMA- reimbursable work as the prime contractor, as they have been involved in developing the statement of work since its' inception?**

Contrary to language in the FEMA PW, the City did in fact not directly engage Florida Floats/Bellingham Marine to prepare a scope or cost estimate in the beginning of the process for the site inspection, scope preparation, and cost estimation of the work.

FEMA independently engaged Florida Floats/Bellingham Marine to participate in the site inspection, scope preparation, and cost estimation in the beginning of the process for which there were no payments made to vendor.

Any vendor that was pre-qualified to submit a bid for this work can request a copy of the FEMA PW and request access to the site to qualify or quantify damages as per the FEMA scope of work or bid specifications and prepare an independent cost estimate.

ATM independently prepared the bid specifications, requirements and statement of work. There are differences in the FEMA Scope of Work versus the bid documents Statement of Work.

END OF ADDENDUM N0. 1

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

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

ADDENDUM No. 2

The following changes are applicable to the original documents and specifications of ITB 18-12. This Addendum No. 2 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: OTAK Group Inc. **TITLE:** Aaron Kato Owner/President

ADDRESS: 96126 Mount Zion Loop

CITY: Yulee **STATE:** FL

AUTHORIZED SIGNATURE: [signature] **DATE:** 6-27-18

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

Questions & Answers

1. **As we made the meeting 6-5-18 and walked the site. Do we have to come to the site again for a second meeting to be in compliance with the bid requirements?**

   No, ottendance at the 5 June 2018 pre-bid to familiarize yourselves with the site and project requirements meets the requirements of the design criteria package. Specifically, attendance on 5 June 2018 meets the requirements of 3.4.1 and 3.4.2 of the Instructions to Bidders, Page 5.

2. **I understand that this project has been out for bid previously. Why was it not awarded when the bids were received last time?**

   The responses were all rejected due to the fact that the RFP did not properly follow the design-build statute and yielded responses (i.e. some with prices) that were not consistent with eoch other or the design-build process. The City felt that the RFP needed to be clarified and the proper design build process be followed.

3. **What is the engineer's estimate for the project?**

   While there is no engineer's estimate for the scope of work detailed in the design criteria package for replacement of the southern attenuator, engineers and suppliers were integral in assisting FEMA officials prepare the FEMA Form 90-91 which provides general cost estimates for many focets of the project.

4. **Can the existing pile to be reused if deemed in good condition?**

   Pleose see Addendum No. 1 for direction on reuse of existing concrete piling.

5. **Do you have any preference for the new pile material if required? Should we stay with concrete should any pile require replacement?**

   Section 02454 (Marine Piles) of the Specificotions permits the use of pre-stressed pre-cast concrete piling or steel pipe piling for anchor the new floating attenuatar and boater check-in/fuel building foundation floats.

6. **Do you have any preference for the floats (polyethylene or concrete)?**

   Section 02852 - Floating Docks (Attenuator) of the Specifications permits the use of a variety of floating dock products including polyethylene encapsulated polystyrene floats or concrete encapsulated polystyrene floots as long as the design colculations can shaw that the selected dock system can meet the Performance Criteria detoiled in the Floating Docks Specification (see especially Section 1.5).

City of Fernandina Beach, Florida
Addendum No. 2
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

7. **What items are to be salvaged? Where to deliver?**

   Section 02410 (Demolition) of the Specifications covers demolition and salvage of the existing system components. Salvaged items (not reused) "shall become the property of the Contractor and shall be removed from the Fernandina Harbor Marina property."

8. **Are there fuel lines to be run?**

   The marina fuel system is being repaired under a separate contract.

9. **Schedule? How much time to complete?**

   The City plans to award the design-build contract on or about 17 July 2018 and contract the work by 1 August 2018. The City's schedule includes substantial completion by 31 December 2018.

END OF ADDENDUM N0. 2

City of Fernandina Beach, Florida
Addendum No. 3
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

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

ADDENDUM No. 3

The following changes are applicable to the original documents and specifications of ITB 18-12. This Addendum No. 3 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: OTAK Group Inc. **TITLE:** Aaron Kato Owner/President

ADDRESS: 96126 MOunt Zion Loop

CITY: Yulee **STATE:** FL

AUTHORIZED SIGNATURE: Aaron Kato **DATE:** 6-27-18

City of Fernandina Beach, Florida
Addendum No. 3
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

Questions & Answers

1. **In reference to Response on inquiry No. 4 (in Addendum No. 2); will a revised Bid Unit Pricing form be issued to reflect an option for re-usable piling if testing deems they meet structural requirements? If not, how would the City direct the contractor to present such a change in scope pricing?**

   The response to Inquiry No. 4 in Addendum No. 2 refers back to Addendum No. 1 concerning the reuse of piling deemed re-usable by the design-build team's licensed structural or geotechnical engineer. If the design-build contractor's structural or geotechnical engineer deems that existing pre-stressed pre-cast piling meet the design criteria requirements (either in-place after acceptable testing or after removal and visual inspection) including size, concrete cover, steel strand requirements, and remaining design life; then the piling may be reused and the design-build contractor would reflect the cost saving on the Bid Form as unsolicited deducts on a per pile basis. Line items may include reuse of piles after removal, inspection, and engineer certification and/or re-use in-place after testing and engineer certification.

2. **In reference to Response on inquiry No. 9 (in Addendum No. 2); based on the award and submittal timetables presented in the RFP, the submittal process alone will run into September before the City provides the contractor NTP on procurement of materials. These specialized materials also have an average procurement period of 8-12 weeks, placing approximate delivery of the materials onsite early to mid-December to then begin installation. Based on these factors will the City entertain a longer schedule for the work program?**

   As required in Section 2.3 Work Plan & Construction Schedule in the Instructions to Bidders (ITB-3), "Bidders shall submit a detailed Work Plan and schedule with the Bid. The Work Plan must include, at a minimum, the date of commencement, praposed sequencing, and dates for Substantial and Final Completion." The City requests that Bidders provide the best schedule that appears feasible but considers the City's desire to reach Substantial Completion by the end af the year.

3. **In speaking with the City's permitting office, is seems they do not have any grasp on what municipal permits may or may not be associated with the work to provide a clear timeframe for issuance or cost. Can you please clarify if the Contractor will have to acquire municipal demo permits and/or new installation permits for both the docking system and fuel building?**

   The City Building Director indicated that a plumbing and electrical permit will be required for the southern attenuator replacement project but local permits are not required for replacing the docks or the floating building. There will be an internal ADA compliance review conducted as well but no permits will be required.

END OF ADDENDUM N0. 3

City of Fernandina Beach, Florida
Addendum No. 4
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

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

ADDENDUM No. 4

The following changes are applicable to the original documents and specifications of ITB 18-12. This Addendum No. 4 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: OTAK Group Inc. **TITLE:** Aaron Kato Owner/President

ADDRESS: 96126 MOunt Zion Loop

CITY: Yulee **STATE:** FL

AUTHORIZED SIGNATURE: A Kato **DATE:** 6-27-18

City of Fernandina Beach, Florida
Addendum No. 4
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

Questions & Answers

1. **Section 13100 – Dock Building The spec calls for a 450 sqft building divided into 4 rooms.**
   a. **Has a Bldg. sqft dead load been figured for estimating the floating platform requirements?**

      The dead load of the building has not been estimated. The estimated dead load should be calculated by the design build contractor and include the general requirements listed in Section 13100 – Dock Buildings in Section 3.2.

   b. **Is there any below slab plumbing required ie: sewer line, toilet, shower etc.?**

      The only plumbing requirements for the building are two exterior water spigots and one interior spigot. There are no showers or toilets proposed for the building at this time.

   c. **Are any marina concessions anticipated being on the platform ie: Ice machine, Bait Tank, Freezers and if so where are there locations and the anticipated weights of the equipment?**

      There are three refrigerated cases along the eastern most wall of the existing structure that will be moved (or replaced if necessary) to the new building. The design build contractor is encouraged to contact the morina manager and arrange access to the existing building to evaluate the dead load of these cases when filled with product.

2. **Pg. 81 - Section B. Fasteners (Section 02852 2.5.B) – Can the stainless-steel inserts being used in the float modules and or all screws, bolts, nuts, and lock washers be grade 304 SS vs. 316 SS?**

   The design-build contractor should quote the specified grade of stainless-steel in the base bid and offer an unsolicited alternate if there is substantial cost savings associoted with using Type 304.

3. **After looking through the specifications and reviewing the wave attenuation characteristics we have done a quick review and found some limitations due to the listed width of the dock. By selecting the Maximum Operational Wave from Wave Conditions-Attenuation Requirements, Section C. which lists:**
   - **Hs = 2.9' (3.1 sec) to Ht < 0.9'**
   - **We ran through a typical attenuation profile using floats with a total depth of 72" (6.0') a width of 14.0' and a water depth of 21.0' from the hydrograph. This yielded a net wave size by two different methods of:**
   - **1.79' (Carr Method)**
   - **1.33' (Macagno Method) – most preferred in these conditions.**

   While this is close to what the specifications are looking for, it is not < 0.9'. Float modules would have to be over 10.0' deep overall to approach 0.9' to meet these requirements with the existing dock widths allowed.

City of Fernandina Beach, Florida
Addendum No. 4
For
ITB #18-12
MARINA DESIGN BUILD SOUTHERN ATTENUATOR

***Can this section be revised to what can be accomplished with floating docks of the size shown on the drawings?**

It is understood that the attenuation capability of the floating attenuator is necessarily limited to the geometrical constraints of the site and permits, and the Bidder should qualify their bid accordingly if the design criteria cannot be explicitly achieved with the proposed solution. Bidders my refer to Equation 2-32, p. 162 in ASCE Manual 50 (ASCE, 2012), *which provides an alternate equation for estimating wave transmission for a floating attenuator. Calculation using this method should show that a 14 ft wide by 6 ft deep-draft attenuator can achieve the requirements under the design condition indicated in the Specifications. Final design and attenuation capabilities of the floating attenuator are the responsibility of the successful Bidder.*

4. **Section 02852-9 Floating Docks - Our standard design and ISO 9001 mix protocols are based on a 5000 psi lightweight mix. Would that be considered as an approved equal?**

This addendum replaces the concrete requirements in Section 2.3 of Section 02852 (Flaating Docks – Attenuator) with the following:

2.3 CONCRETE

A. Concrete shall comply with applicable provisions of American Concrete Institute (ACI) publications and this special provision. Aggregate shall be lightweight type suitable for saltwater exposure conforming to ASTM C330. Concrete mix design (ACI 211.2) shall be the responsibility of the Contractor and subject to review by the Design Criteria Professional.

B. Concrete for non-structural flotation units shall be air-entrained, reinforced concrete (Type II) having a minimum compressive strength of 27.5 MPa (4,000 psi) at 28 days. Concrete shall comply with applicable provisions of American Concrete Institute (ACI) publicatians and this special provision. Aggregate shall be lightweight type suitable for saltwater exposure conforming to ASTM C 330.

C. Structural concrete for floating docks

1. Structural concrete shall confarm ta ASTM C150, Type II cement. The water/cement ratio shall not exceed 0.40.

2. Minimum compressive strength at 28 days shall be 41.4 MPa (6,000 psi).

3. Concrete shall have a minimum average wet density of not less than 145 pcf. "Light-weight" or "Medium-weight" concrete shall not be used.

4. Aggregates shall conform to ASTM C33.

D. *Copies of the laboratory mix design test results and of the proposed mix design shall be submitted to the Design Criteria Professional for review prior to commencement of casting operations. Concrete testing shall be as follows:*

1. *All concrete testing shall be done by certified personnel. Certification shall be in accordance with ACI. All concrete testing methods shall be done in accordance with the respective ASTM specifications.*

2. *Five (5) compressive test cylinders shall be taken daily per mix, cured and tested by either an independent testing laboratory or by an on-site, Design Criteria Professional approved, certified testing facility. Test results shall be submitted on one each: 3-day, 7-day, 14-day, 28-day, and one hold cylinder. Testing laboratories to be used must be submitted ta the Design Criteria Professional for review and approval prior to commencement.*

3. *Unit weight and entrained air tests shall be taken daily from the same material sample used for the compressive test cylinders.*

4. *Daily concrete cylinder test reports shall be submitted to the Design Criteria Professional on job complete basis.*

5. *All concrete testing for floating docks shall be done at the Contractor's expense.*

References

ASCE. (2012). *Planning and Design Guidelines for Small Craft Harbors. ASCE Manual and Reports on Engineering Practice No. 50* (Third ed.). Reston, Virginia: American Society of Civil Enginners.

END OF ADDENDUM N0. 4

Design Build Past Performance Experience

Project Name: RSS CN D/B BOAT RAMP PROJECTS ST. KITTS, ST.VINCENT AND GRENADA COAST GUARD STATION N69450-15-C-1112
Client: NAVFAC SE, SouthCom SouthCom Rep. Laurie Muenz Laurie.Muenz@navy.mil Ph:904-542-6662
Timothy Ryczek timothy.ryczek@navy.mil Ph: 904-509-1445

Value: $1,897,622.00
Completed: 2016

OTAK GROUP was contracted to Design and Construct three (3) boat ramps and associated structures for NAVFAC SE at three separate locations. The project sites lie within existing Coast Guard Stations on the islands of St. Kitts, St. Vincent, and Grenada. OTAK Group teamed with Passero Associates for our engineering arm for this design development and design consulting throughout the life of the work program. Our design team worked closely with NAVFAC staff to create a design that would be functional for all locations with each specific requirement and site challenges in mind. All three sites designs were developed with the same basic foot print with only minor changes to accommodate the available installation area differing at each site. All three boat ramps were completed early under the contract completion timeline requirement and with no change orders being implemented. Our unique team and resources aided in providing NAVFAC SE and the local Coast Guard bases a quality ending product.

OTAK GROUP INC. DESIGN BUILD MARINE, CIVIL AND GENERAL CONTRACTORS
96126 Mount Zion Loop
Yulee, FL 32097
Ph: 904-225-2588

Design Build Past Performance Experience

Project Name: Kingsbay D/B Dock N69450-11-D4594-0006
Client: NAVFAC SE, Rep. Susan King susan.m.king@navy/.mil Ph: 912-573-4613
Value: $1,931,143.00
Completed: 2015

OTAK GROUP provided the Design and Construction of the floating pier modules at berthing locations, with hotel services (shore power, water, sewage) to support one 73'-long, Screening Vessels, SV-64s. These pier modules extended from existing pier module, southward and parallel to end of the existing pier structure, Facility #5934, The project also provided for replacement of 4 damaged existing wooden fender pile at the Layberth Trestle, Facility #5934. An extension to this existing 170' fender system was put in place. The project also included installation of 6 new wooden fender piles 15 feet on center and associated chocks and wales on the TPS Pier, adjacent to Bldg 51 and perpendicular to Dock B. This was needed to fulfill Program of Record (POR) requirements to have all Transit Protection System (TPS) vessels waterborne. Due to the restraints associated with the site location of this project on a nuclear base, photo records were not allowed for security reasons.

OTAK GROUP INC. DESIGN BUILD MARINE, CIVIL AND GENERAL CONTRACTORS
96126 Mount Zion Loop
Yulee, FL 32097
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Design Build Past Performance Experience

Project Name: Kingsbay D/B Floating Docks N69450-11-C-4588
Client: NAVFAC SE, Rep. Susan King susan.m.king@navy/.mil Ph: 912-573-4613
Value: $1,047,500.00
Completed: 2013

OTAK GROUP provided the Design and Construction of the floating pier module providing two additional berthing locations that included hotel services (shore power, water, sewage and lighting) and raised step brow platform, to support IWO 73'-long, Screening Vessels, SY-64s or IWO 87' Cutters. This new pier module fulfilled the need of the Program of Record (POR) requirements to have all Transit Protection System (TPS) vessels waterborne. Project location was at the Western most end of the Harbor Security Small Craft Pier, facility 5936, Site 6, Kings Bay Submarine Base. Project was completed on schedule and with no change orders requested.

OTAK GROUP INC. DESIGN BUILD MARINE, CIVIL AND GENERAL CONTRACTORS
96126 Mount Zion Loop
Yulee, FL 32097
Ph: 904-225-2588

Design Build Past Performance Experience

Project Name: CDEMA D/B 12,600 sq. ft. Building for Caribbean Disaster Relief and Management Agencies in Bridgetown, Barbados
Client: NAVFAC SE,. Laurie Muenz Laurie.Muenz@navy.mil Ph:904-542-6662
Timothy Ryczek timothy.ryczek@navy.mil Ph: 904-509-1445

Value: $3,824,767.95
Completed: 2014

This was Design Build project to construct a 12,600 sq. ft. building for the Caribbean Disaster Relief and Management Agencies in Bridgetown, Barbados. This project was from the ground up collaboration design and construction between OTAK and NAVFAC SE. The components that went into this finished project included but were not limited to site clearing and prep work, foundation, rebar, mechanical, electrical, plumbing, internal structure, parking lot design, pour and striping.

OTAK GROUP INC. DESIGN BUILD MARINE, CIVIL AND GENERAL CONTRACTORS
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Design Build Past Performance Experience

Project Name: IDIQ D/B Contract Work Program-Slipway Repairs for Berths One Through Five and Associated Civil Earthwork
Client: NAVFAC SE, PWD Mayport, Rep. Laurie Muenz Laurie.Muenz@navy.mil Ph:904-542-6662
Value: $4,200,000.00
Completed: 2013

OTAK Group, Inc. was contracted with the U.S. Navy, NAVFAC Southeast, to provide major reconstructive repairs to the five (5) Slipway Berths located at Blount Island Command, the waterfront container and equipment shipping terminal/port facility at Blount Island, FL in support of the USMC Prepositioning Program. Specific tasks associated with this contract include partial depth concrete spall repairs and various improvements to the USMC facility within Berths 1 through 5 and incidental related work. The partial depth concrete spall repairs were intended to address damage on various reinforced concrete elements and provide for uniform fender, stairway and guard-railing mounting surfaces. Defects for repair included isolated spalls and abrasion marks generally located along the outboard sides or corners of various members both above and below the working deck surface at each berth and a mechanical spall on one pile located at Berth 2. In addition the work included the construction and installation of a complete floating dock system at Berth 3.

Other work items include include: Demolition of existing structures, pile extraction, pile driving, spall repair, mooring bollard replacement, installation of mooring fenders, chip seal, curb replacement and resetting of concrete curb, seeding, slope reinforcement, shoreline stabilization, aggregate courses, geotextiles and rip rap. Lead abatement was used by OTAK for the mooring bollards, double bits, pad eyes, safety railings and access ladders. We applied Piranha 4 stripper, an environmentally safe stripping solution, to the items, wrap them in 6 mill clear plastic overnight then scrape the item the next day. We repeated this process until all the lead has been removed, place the scrapings in plastic bags then place the plastic bags in the hazwaste containment container for proper tracking and disposal.

OTAK GROUP INC. DESIGN BUILD MARINE, CIVIL AND GENERAL CONTRACTORS
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Design Build Past Performance Experience

Project Name: D/B Morehead City Pier USACE-Charleston District
Client: US Army Corps of Engineers, William Wallace (transferred out of district)
Value: $2,896,876.00
Completed: 2014

Otak Group was contracted by USACE to perform the engineering design and construction for the repairs, upgrades and additions to the United States Army Reserve Center (USARC) in Morehead City, North Carolina, that resulted in a complete and usable Operational Waterfront Facility. Effort included redesign and rebuilding of timber piers and docks for LCU 1600 ("Mike" boats), mooring and docking piers, dolphins and bollard foundations for LCU 2000, associated shoreside supply of electrical and mechanical utilities, reconstruction of shoreside vehicle operations areas, renovation of damaged existing steel sheet pile sea walls and concrete caps, and application for all associated local, state and federal permits.

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96126 Mount Zion Loop
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Design Build Past Performance Experience

Project Name: Design/Build Emergency Operations Center, Trinidad
Client: NAVFAC SE, SouthCom Laurie Muenz Laurie.Muenz@navy.mil Ph:904-542-6662
Timothy Ryczek timothy.ryczek@navy.mil Ph: 904-509-1445

Project Value: $1,644,382.38
Completed: 2016

OTAK GROUP was contracted to execute a Design Build Emergency Operations Center (EOC) in Trinidad for NAVFAC SE for a one-story building of approximately 7,035 Square Feet with overall dimensions of 74'-0" by 102'-8" for housing operational and administrative functions of the Office of Disaster Preparedness and Management (ODPM). Work included but was not limited to parking areas, the site layout of the building and the proposed vehicular parking spots design, ground conditions, fittings, fixtures and finishes, mechanical, electrical and plumbing and HVAC design and installation. OTAK GROUP worked closely with the local Embassy and Subcontractor to execute the VAT and permit for the local requirements on-site.

OTAK GROUP INC. DESIGN BUILD MARINE, CIVIL AND GENERAL CONTRACTORS
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Yulee, FL 32097
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Design Build Past Performance Experience

Project Name: RIIS GATE Repairs P15PC00705
Client: National Park Service, Rep. Curt Lafey Ph: 443-812-0374 clay.lafey@sca-sdvob.com
Value: $2,632,561.00
Completed: 2017

OTAK GROUP was contracted to perform repairs to damage to the South & West bulkhead, this consisted of all repairs to the South bulkhead including but not limited to complete Anchor wall and drive sheets to depth, install Sheet pile/bulkhead system, install Tiebacks, install Cap, backfill, remove coffer dam, asphalt paving per plan, concrete curbing and repair electric to docks. We were also contracted to perform the damage repair to the West Bulkhead to include but not limited to remove all exposed metal and rebar, backfill and fine grade, install/secure cap, relocate existing rip-rap and grade area, adjust/complete corner connection, complete Anchor wall and new sheet piling and tie backs, install sheet pile/bulkhead system, install tiebacks.

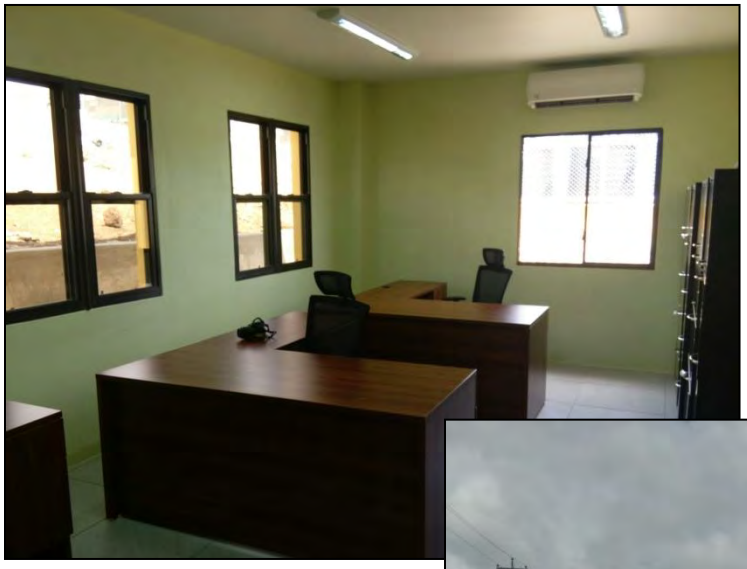
OTAK GROUP INC. DESIGN BUILD MARINE, CIVIL AND GENERAL CONTRACTORS
96126 Mount Zion Loop
Yulee, FL 32097
Ph: 904-225-2588

Design Build Past Performance Experience

Project Name: Design/Build Disaster Relief Warehouse, Tobago
Client: NAVFAC SE, SouthCom, Laurie Muenz Laurie.Muenz@navy.mil Ph:904-542-6662
Timothy Ryczek timothy.ryczek@navy.mil Ph: 904-509-1445

Project Value: $1,131,235.98
Completed: 2016

OTAK GROUP was contracted to execute a Design Build construction services to build a Disaster Relief Warehouse (DRW) for NAVFAC SE in Tobago. The warehouse provided a sustainable weather-tight assembly of the components which constitute the exterior envelope (roof, walls, doors, windows, etc.) allowing the uninterrupted operation of the facility's mission during and after natural events. The work consisted of but was not limited to slab on grade, exterior bearing walls of reinforced concrete masonry units, metal framing of interior partitions and roof support, and standing seam metal roof being the primary elements, electrical, plumbing and furniture.



OTAK GROUP INC. DESIGN BUILD MARINE, CIVIL AND GENERAL CONTRACTORS
96126 Mount Zion Loop
Yulee, FL 32097
Ph: 904-225-2588

Design Build Past Performance Experience

Project: Ellis Island Hurricane Rehabilitation
Client: National Park Service, Rep. Curt Lafey Ph: 443-812-0374 clay.lafey@sca-sdvob.com
Value: $4,100,000.00
Completed: 2016

OTAK GROUP and sub-contractors conducted a visual survey of the Ellis Island storm drainage system, existing land at the Liberty Island land and structure to perform adequate repairs to all areas affected by hurricane Sandy. The information gathered was incorporated into all aspects of the proposed repair work. Our survey took into consideration, management and maintenance of traffic from the ferry dock terminal and immediate areas of the project site. This was achieved by working with NPS facility operations to minimize possible interference with the normal operations of the working areas and of park operations. The work included but was limited to bulk head assessment and repairs, paver repairs, glass canopy repairs, Sod Removal/Replacement, fencing and Porte Cohere gate, tree pruning, tree replacement and soil amendments.

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96126 Mount Zion Loop
Yulee, FL 32097
Ph: 904-225-2588

Design Build Past Performance Experience

Project Name: Fender Rehabilitation and Marine Concrete Repairs, Stamford Hurricane Barrier, Stamford, Connecticut W912WJ-14-C-0040
Client: USACE, Rep. Patricia Devine Ph: 413-593-6791
Value: $547,161.83
Completed: 2015

OTAK GROUP was contracted to replacement of the timber fender system and perform concrete repairs at the Stamford Hurricane Barrier, Stamford, CT. The work site was in a navigation channel, which OTAK GROUP worked to keep the channel open to traffic during the prosecution of the work. OTAK GROUP worked with all local NPS representatives and local merchants at the work site to produce a safe and still functional channel for all parties involved. Repairs to the timber fender system involved renovations of the SW wing wall fenders; renovations of the SE wing wall fenders; renovations of the NW wing wall fenders; renovations of the West side channel fenders; renovations of the East side channel fenders.

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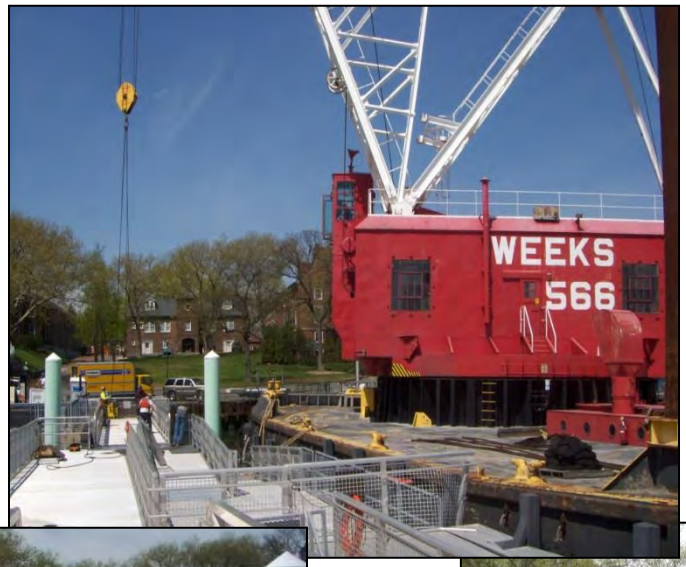
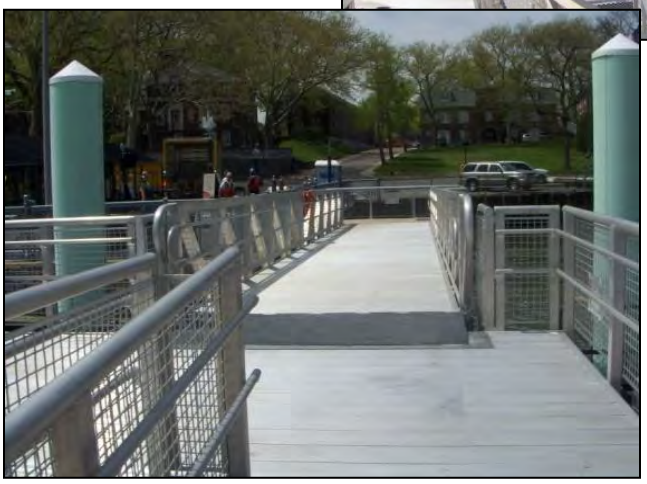
96126 Mount Zion Loop
Yulee, FL 32097
Ph: 904-225-2588

Design Build Past Performance Experience

Project: Governor's Island Docking System Repair-Hurricane Sandy
Client: National Park Service, Rep. Curt Lafey Ph: 443-812-0374 clay.lafey@sca-sdvob.com
Value: $552,313.41
Completed: 2014

This project consisted of the repair and rehabilitation for the dock system located at Governor's Island, New York. The work consisted of the rehabilitation of the shelter and complete dock system along with the electrical system as a direct result from the damage by hurricane Sandy. The work included but was not limited to the demo of the existing dock, fabrication of a new docking system and gangway, walkway refurbish and shelter structure and electrical demo and rehabilitation.





OTAK GROUP INC. DESIGN BUILD MARINE, CIVIL AND GENERAL CONTRACTORS
96126 Mount Zion Loop
Yulee, FL 32097
Ph: 904-225-2588

Design Build Past Performance Experience

Project: Seaplane Ramp and Dredging (Riverfront) Improvements
Client: St. Augustine-St. Johns County Airport Authority, Rep. Ed Wuellner Ph: 904-209-0090
Value: Phase 1-5 Projection $525,000.00
Completed: 2013

The Northeast Florida Regional Airport is located adjacent to the Atlantic Intercoastal Waterway (AICW). In the late 1940's a turning basin and channel were dredged to construct the seaplane ramp. This provided 2,000 feet of channel and boat/seaplane docking. From 2010 - 2013, Passero Associates, with Otak Group as a teaming consultant, performed grant acquisition, permitting, design, and oversight of maintenance dredging (riverfront improvements) to allow the channel and seaplane ramp to be utilized for barge traffic. These services are provided on an annual basis to continue the expansion of barge operations for the loading/offloading of a variety of products, from fuel, E-2 Hawkeye planes, to artificial reef materials.

OTAK GROUP INC. DESIGN BUILD MARINE, CIVIL AND GENERAL CONTRACTORS
96126 Mount Zion Loop
Yulee, FL 32097
Ph: 904-225-2588

Design/Build Team Reference List

OTAK Group, Inc.

D/B Client Contact:

NAVFAC SE, SOUTHCOM
PWD Mayport Blount Island Command
Naval Air Station (NAS)
Jacksonville, FL

Laurie Muenz, Construction Program Manager Laurie.Muenz@navy.mil Ph:904-542-6662
Timothy Ryczek, Engineering Technician timothy.ryczek@navy.mil Ph: 904-509-1445
Camilla Baker, Contracting Officer Camilla.baker@navy.mil Ph: 904-542-6168
Reginald Taylor, Contracting Specialist Reginald.d.taylor@navy.mil Ph: 904-542-6392

D/B Client Contact:

Strategic Consulting Alliances, LLC
Annapolis, MD

Curt Lafey, CFO clay.lafey@sca-sdvob.com Ph: 443-812-0374

D/B Client Contact:

NAVFAC, Kingsbay Naval Station
Kinsgbay, GA

Susan King, Contract Specialist susan.m.king@navy/.mil Ph: 912-573-4613

D/B Client Contact:

National Park Service, Denver Service Center
Lakewood, CO

Rosemary Ortiz, Small Business Construction Specialist rosemary_ortiz@nps.gov Ph: 303-969-2112

Passero Associates

Client:

Naval Facilities Engineering
Command
Client Contact:
Laurie Muenz
Project Manager - NAVFAC
Laurie.muenz@navy.mil
904-542-6662

Client:

St. Augustine - St. Johns
County Airport Authority
Client Contact:
Ed Wuellner
Executive Director
4796 US 1 North
St. Augustine, FL 32095
erw@sgj-airport.com

Client:

City of Fernandina Beach
Contact:
Dale Martin,
Fernandina City Manager
(904) 557-5047
dmartin@fbfl.org

Client:

City of Fernandina Beach
Contact:
Coleman Langshaw
Former Director, Fernandina Harbor Marina
904-277-2743
cclangshaw@yahoo.com

Marinetek North America, Inc.

Tierra Verde Marina Resort, Tierra Verde, FL
Brad O'Brien 727-867-0400 brad@tierraverdemarinaresort.com

Carolina Bay, Bermuda for the 2017 Americas Cup
Alison Soares: asoares@carolinebay.com

Beverly Commercial Marina
11 Cabot Street, Beverly, MA. Rob Dever 978-815-7648

Riviera Beach Marina
200 East 13th St., Riviera Beach, FL. Ed Legue 561-842-7806

Palm Harbor Marina, 400 North Flagler Dr
West Palm Beach, FL John Smundin 561-655-4757

Pier 66 Marina, 2301 SE 17th Street Causeway
Ft Lauderdale, FL Kevin Quirk 954-556-3032

8 January 2108

To; Whom It May Concern,

REF: Letter of Recommendation, OTAK Group, Inc.

It is with please that I offer this letter of recommendation to the OTAK Group and their outstanding team of management personnel and staff.

This letter serves as reference for the below projects where the OTAK Group, Inc. performed turn key project assessment, design, project compliance and construction services to Strategic Consulting Alliances.

Strategic Consulting Alliance was contracted by the federal government as the Prime contractor on these and other work programs and where the Otak Group provided us with the turn key administration and construction services.

Otak Group's personnel played an integral role in the success of these work programs and creating a lasting relationship for Design Build Marine, General and Civil work programs with our end users and our Federal clientele.

Please see below for Project:

RIIS Landing Marine Repairs, National Park Service
Ellis Island Hurricane Remediation, National Park Service
Governors Island Marine Dock Repairs, National Park Service
D/B Lowell Docking System, National Park Service
D/B Boat Ramps St. Kitts, St. Vincent & Grenada, NAVFAC SE
D/B Trinidad Emergencey Disaster Building, NAVFAC SE
D/B Tobago Emergency Disaster Relief Warehouse, NAVFAC SE
D/B HVAC, Six (6) Facility Building Rehabiliations, NAVFAC SE, PWD Mayport

We look forward to working with them again as their staff and resources are uniquely paired to deliver quality end products, as well as, proven to exceed our end user's requirements.

Strategic Consulting Alliances, LLC
Service Disabled Veteran Owned Small Disadvantaged Business, SBA 8(a), VOSB, DOT/DBE and DVA/CVE
2014 Quay Village Court, Suite 201, Annapolis, Maryland 21403
james@sca-sdvob.com / www.vet-sca.com
(703) 989-7658 / (703) 738-7683 efax

Please feel free to contact me personally in the event I can provide any additional information to support our stellar recommendation on this fine firm.
Sincerely,

Curtis W. Lafey
Curt Lafey, CFO, COO
Strategic Consulting Alliances, LLC
443-812-0374

New England
INVESTMENT PARTNERS

470 West Avenue, Suite# 2007
Stamford, CT 06902
Phone: (203) 813-5800

RE:
New Marinetek Floating Concrete Breakwater Dock
Thamesport Marina
260 Pequot Avenue
New London, CT 06320

To Whom it May Concern,

In 2017 we underwent a major expansion and improvement project at our marina in New London CT, known as Thamesport Marina.

We spent several years working on the permitting, financing, and bidding for this expansion work. Ultimately, we decided to go with the Marinetek floating concrete breakwater docks, and in retrospect we are pleased with the decision.

The guys at Marinetek were fair, easy to work with, and very straightforward through the entire process. They were extremely helpful through every step of the process.

Now that our new docks are installed, we are so pleased with the results. The Marinetek floating breakwater docks do a fantastic job knocking down the waves and wakes, and add significant breakwater protection that we never before had at Thamesport Marina.

When customers, friends, and boaters walk on our new concrete docks, they are simply amazed by how large and sturdy these new concrete docks.

I look forward to working with Marinetek again on future projects.

If you have any questions, feel free to call me. I can be reached at (203) 232-5150, or via email at ayasgur@neiprealestate.com.

Sincerely,

Ari Yasgur
Principal

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

KATO, AARON THOMAS
OTAK GROUP INC
96126 MOUNT ZION LOOP
YULEE FL 32097

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC062223 ISSUED: 06/26/2016

CERTIFIED GENERAL CONTRACTOR
KATO, AARON THOMAS
OTAK GROUP INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1606260001176

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC062223

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

KATO, AARON THOMAS
OTAK GROUP INC
96126 MOUNT ZION LOOP
YULEE FL 32097

ISSUED: 06/26/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1606260001176

List of Proposed Subs, Consultants, Suppliers

Promus Consultants
100 Cherokee Blvd #325, Chattanooga, TN 37405

Legacy Testing
6424 Beach Blvd, Jacksonville, FL 32216

Hal Jones
720 Talleyrand Ave, Jacksonville, FL 32202

Marinetek North America
100 2nd Ave N #150, St. Petersburg, FL 33701

Fernandina Beach Port
403 N 3rd St, Fernandina Beach, FL 32034

Miller Electric
2251 Rosselle St, Jacksonville, FL 32204

GMG/Professor Plumb
Jacksonville, FL 32202

KECO
3235 Hancock St #2, San Diego, CA 92110

Florida Piling
6903 Vista Pkwy N #1, West Palm Beach, FL 33411

ISCO Industries
10711 Freeport Ct, Louisville, KY 40258

Technical Approach to the Work: Proposed Sequence of Activities

Otak Group, Inc. proposal includes complete design, production, delivery and installation of all the components required for the new concrete floating wave attenuator system in accordance with specifications and drawings provided by ATM, Applied Technology & Management, Inc.

Due to the RFP's specified requirements for the new docking system, OTAK Group will be utilizing Marinetek attenuator floating concrete dock system, as it is the only product to meet the RFP specifications. This product has a larger capacity for impact and weather rating than a traditional system. The sections are cast in 60' lengths creating a strength efficiency to withstand higher impact and wave load capacity due to the size and engineering within the float itself. The system is advanced and replaces older systems that are only cast in 10' lengths. Marinetek's product creates an efficiency within the procurement timetable as they are on average 10-12 weeks ahead of all other concrete dock manufactures currently for delivery. The system also requires less piling replacement than what we are removing for pile counts, which in turn grants a cost savings to the client as well as expedited timetable for installation of new piling. This system is utilized by some of the most iconic mega yacht marina's in Monte Carlo, Croatia and Dubai, with a multitude of large attenuators throughout the southern United States and throughout the Caribbean

As part of OTAK's approach to utilize resources not only local to the community but that create a higher productivity overall, we will be working the Fernandina Beach Port. They are a long-standing fixture of the community and being positioned directly South of the marina creates a perfect resource to aide in splashing the new system into the waterway for minimal transport to the jobsite. This adds tremendous value to the schedule of the entire work program.

We will be installing all new steel pipe pile anchors with HDPE sleeve systems. Utilizing pipe piling will create a significant efficiency in the work schedule as pipe pile installation is on average tow (2) times the productivity than traditional concrete piling application at the dimension we are subject to on the piles to meet spec requirements. Also, the driving method utilized for steel pipe pile is less aggressive than a concrete pile installation, therefore creating less impact on the surroundings. The cylinder-shaped steel pipe pile will allow water to flow around them with less restriction unlike the current flat face piling that restricts water movement and has added to the mudline issue for years. The pipe pile also will not have spalling or stress cracking occurring if impacted by a vessel or stressed during storm conditions like the existing concrete pile have experienced. (See Attached Pile Layout Example-this can be configured to meet client reference with the Marintek system). Otak Group is teamed with Hall Jones Constructors for their assistance in removal of the old dock and piling and installation of new piling and the new attenuator floats.

Miller Electric will provide and install the electrical system as a primary trade electrical subcontractor on the project.

To be able to accommodate the identified mobilization date in Otak's schedule, the pre-mobilization milestone dates including Award and NTP for Design must be provided by the City no later than July 18, 2018. Upon receipt of a contract award Otak and our team will begin buying out the materials for the project and will begin design.

Upon receipt of a NTP for construction we will mobilization of our forces to the site to secure utilities and begin the demolition process. Our schedule was created to allow the last stage of demolition to be completed by the time the new docking system is delivered to avoid down time cost exposure for equipment sitting onsite not being utilized between the demo phase and new dock installation phase of the work.

Once all the demolition work is complete we will install the new Marinetek concrete floating wave attenuator system. At the close of the dock system installation, OTAK will construct the new Marina building and install the new ADA compliant gangway as required.

Once the entire new attenuator system is installed, Otak's team will begin the new electrical installation of the panels and circuit runs for each of the new electrical pedestals per the RFP. Otak's team will also complete installation of the new water, sewer and fire system as required. As part of the final stage of construction, utilities connections will be made to the building for full functionality.

While work is being performed, Otak will coordinate our construction activities schedule with the Fernandina Beach Marina Facility Staff / Marina Manager to insure they are aware of our construction schedule and sequencing of our activities.

At the end of the project submit redline drawings, As-Builts and other items in the specifications under contract closeout.

Total Cost **$8,153,562.84**

Value Engineering Deductions/Additive

(Correlates to Exhibit A Form "Unsolicited bid Alternate(s)")

Deductive Options for Functional Electrical Package to Meet Actual Need of Marina

OTAK's engineering design team has analyzed the electrical component and are confident that we can reduce the electrical scope and still meet the electrical needs of the City Marina. We have provided a deductive price for the electrical package that meets current needs and anticipated future needs for a variety of large yacht type vessels on the attenuator. This option is a significant cost savings to the City and more in line with the actual physical requirements the City Marina will face at a fully functional use capacity providing 30A, 50A and 100A services throughout the attenuator.

DEDUCT Total Cost Savings: **<$805,490.00>**

OTAK GROUP, INC. MARINE & CIVIL GENERAL CONTRACTORS

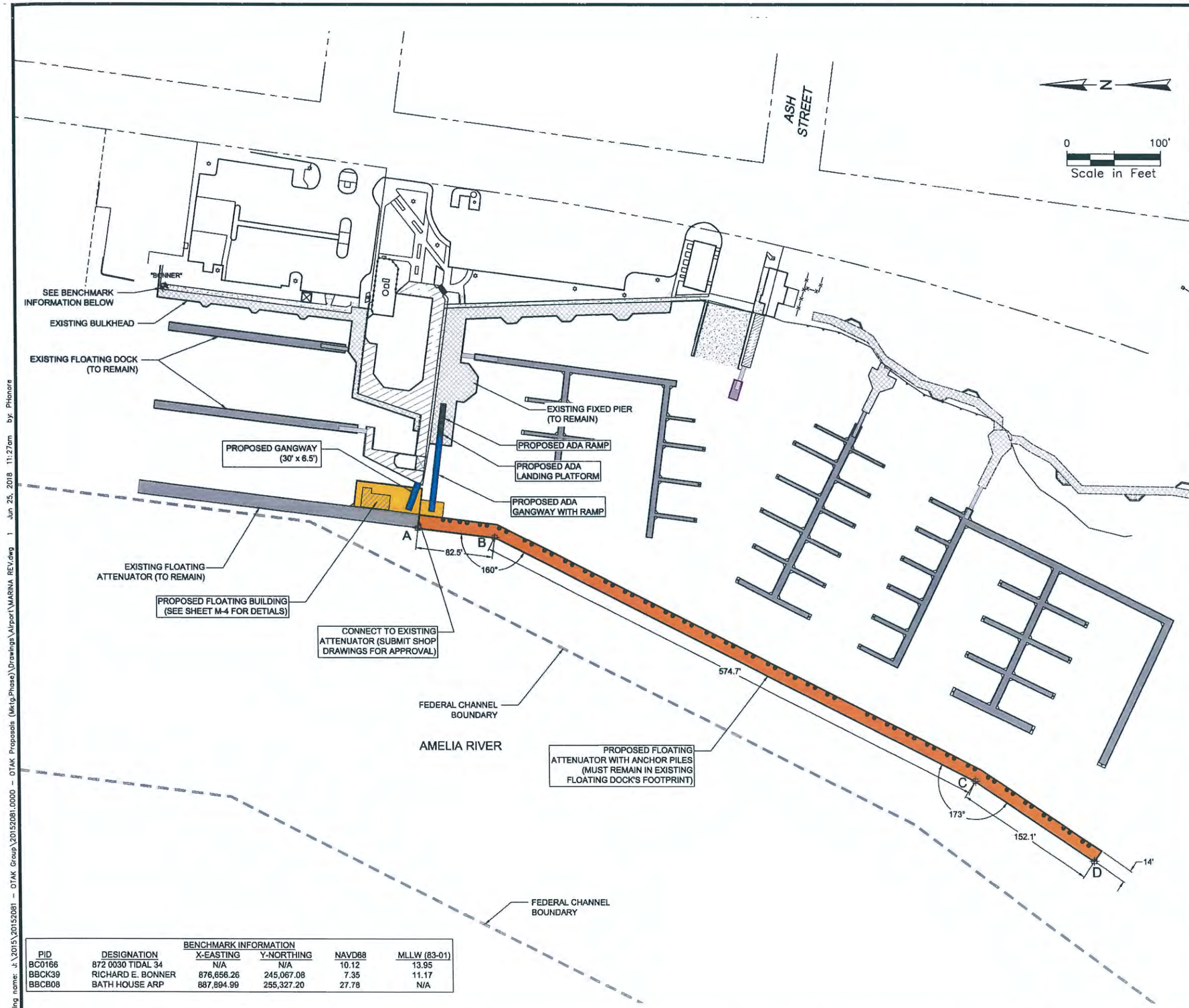
Additive Option to use Bellingham Marine Dock System

While we have a long standing relationship with Bellingham Marine and their docking system, Amendment 04 gave interpretation that their product would not be acceptable per the RFP called out specifications. If the City were to accept Bellingham as an alternative product we would still be faced with a significant cost increase as their system requires a total of 68 piling to be installed to meet certain load criteria. Also, the product would not be available to begin installation onsite until April 2019 with their current procurement schedule, pushing the completion of the work program approximately 3-4 months.

ADD Total Cost **$417,500.00 (July 2019 Completion Schedule)**

The following clarifications, additions and exclusions are provided to the City of Fernandina Beach, for consideration:

1. This additional information is added to provide a specific, quality product to the City. The information is needed to supplement the City's design-build criteria package, which did not provide enough information to provide a proper and consistent bid to the City/ Specifically, the criteria package did not provide proper detail and consistency related to bid quantities, dock and piling system layout, bid form inconsistencies, electrical system specification-loading-distribution-sourcing and sanitary system specifications-location-connection.
2. No Dredging or other work is included in the inner basin.
3. No Additional Permits outside of the RFP and Amendment clarified requirements
4. A submission of a pay application would be anticipated to be submitted to the City within 30 days of Award to procure dock and piling materials; due to steel price increases supplier will only hold pricing for 30 days before anticipated increase.
5. If additional work is authorized, OTAK Group will complete that work via change order in an "Open Book" manner with the City, fully-transparent and consistent with current AIA contract procedures, reviewed and acceptable to the City.



LEGEND

- PROPOSED FLOATING ATTENUATOR
- PROPOSED FLOATING DOCK
- PROPOSED GANGWAY
- PROPOSED FLOATING BUILDING
- EXISTING FLOATING DOCKS
- EXISTING GANGWAY
- EXISTING CONCRETE FIXED PIER
- EXISTING TIMBER FIXED PIER

WATERWARD DOCK COORDINATES (STATE PLANE, FL EAST, FEET)

A	X: 509627.1 Y: 2304350.7
B	X: 509617.0 Y: 2304268.7
C	X: 509359.0 Y: 2303755.1
D	X: 509274.6 Y: 2303628.7

NOTES:

1. COORDINATES ARE IN FLORIDA STATE PLANE EAST, FEET, AND NORTH AMERICAN DATUM OF 1983 (NAD83).
2. GANGWAYS SHALL BE ATTACHED TO EXISTING PLATFORMS PER MANUFACTURER'S RECOMMENDATION. CONTRACTOR SHALL SUBMIT GANGWAY AND CONNECTION DETAILS TO THE ENGINEER AS PART OF SHOP DRAWINGS SUBMITTAL PROCESS.

BENCHMARK INFORMATION

PID	DESIGNATION	X-EASTING	Y-NORTHING	NAVD88	MLLW (83-01)
BC0166	872 0030 TIDAL 34	N/A	N/A	10.12	13.95
BBCK39	RICHARD E. BONNER	876,656.26	245,067.08	7.35	11.17
BBCB08	BATH HOUSE ARP	887,894.99	255,327.20	27.78	N/A

FOR BIDDING PURPOSES ONLY

NOT FOR CONSTRUCTION

PASSERO ASSOCIATES
engineering architecture

FOR PRICING

Stamp:

Client:
OTAK

3524 East U.S. Highway 90
Lake City, Florida 32055

Passero Associates
13453 N. Main Street (904) 757-6106
Jacksonville, FL 32218 Fax: (904) 757-6107
Certificate of Authorization # 3428

Project Manager Patrick Honore', P.E.
Designed by Matt Singletary, P.E.
Designed by Mark Joson, E.I.T.

Revisions

No.	Date	By	Description

UNAUTHORIZED USE OF THIS DRAWING IS IN VIOLATION OF FLORIDA ADMINISTRATIVE CODE 61G15-27.001 AND FLORIDA STATUTE 471.033(1) THESE PLANS ARE COPYRIGHT PROTECTED ©

South Attenuator
OPTION 1

Fernandina Harbor
Marina Attenuator
Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
TBD

Drawing No.

Date
June, 2018

Drawing name: J:\2015\2015208I - OTAK Group\20152081.0000 - OTAK Proposals (Mktg.Phase)\Drawings\Airport\MARINA REV.dwg 1 Jun 25, 2018 11:27am by: Phonore

MARINETEK

Marinetek Massive Floating Breakwaters are designed for a 50 + year life

Reference #1: Marinetek Massive Floating Concrete Breakwaters are designed for extreme conditions. Each massive unit is heavily reinforced with galvanized rebar and wire mesh encapsulated in 6,500 PSI hi-density-hi-strength concrete resulting in one massive structural unit.

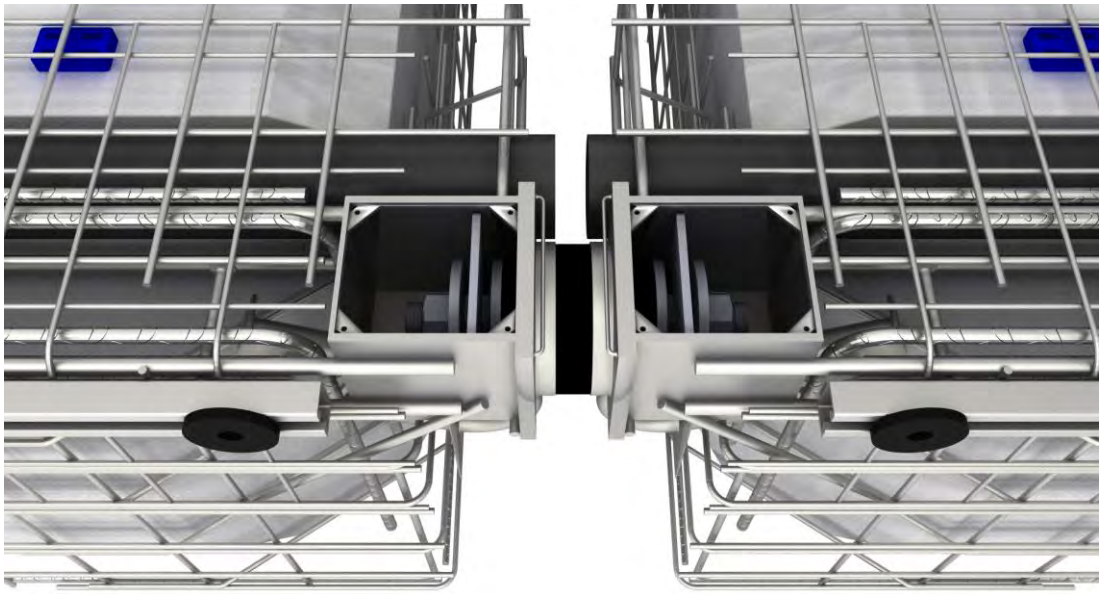
MARINETEK NORTH AMERICA, INC.

ADDRESSS 222 14th Ave S.
St Petersburg, FL 33701

TEL +1 877 909 3625
FAX +1 561 832 8768

EMAIL info@marinetek.us
WEBSITE www.marinetek.net

Marinetek strong/flexible heavy-duty connections



Reference #2: A typical wood waler connection is stiff and will weaken, crack, split, rot and fatigue due to wave motion and sun/salt exposure. At Marinetek, we strongly believe that strong, flexible, bolted galvanized steel connections are no match to wood.

- Note that the wood in the above picture is used as a fender, not a connection.

MARINETEK NORTH AMERICA, INC.

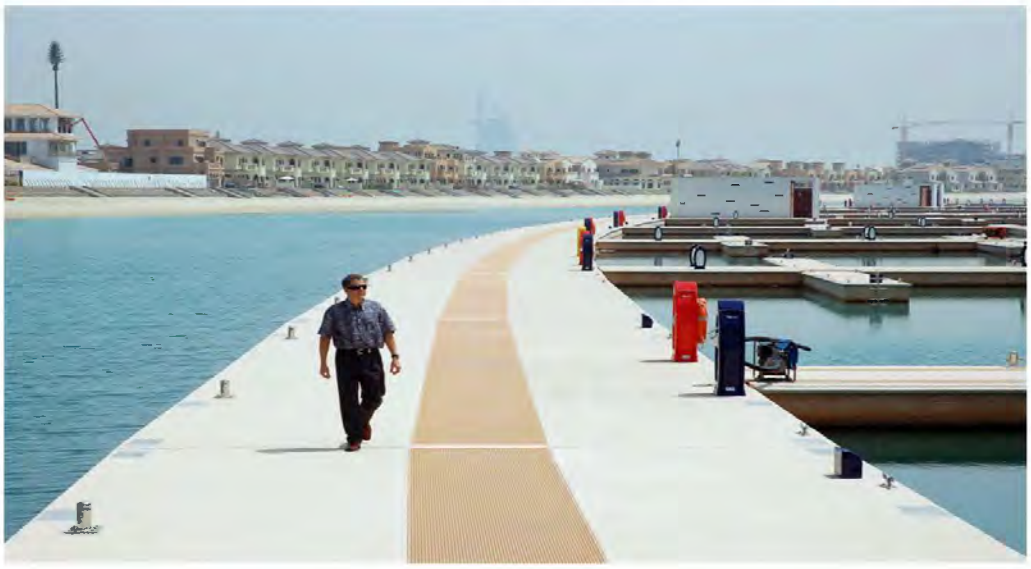
ADDRESSS 222 14th Ave S.
St Petersburg, FL 33701

TEL +1 877 909 3625
FAX +1 561 832 8768

EMAIL info@marinetek.us
WEBSITE www.marinetek.net

MARINETEK

Marinetek Heavy duty reinforced concrete docks



Reference #3-4: Marinetek floating concrete docks are built and designed using the same unique technology as our Breakwaters. Heavily reinforced, they can be customized to accommodate all your needs, from pre-cast internal utility sleeves to central and dual top-access utility troughs.

MARINETEK NORTH AMERICA, INC.

ADDRESSS 222 14th Ave S.
St Petersburg, FL 33701

TEL +1 877 909 3625
FAX +1 561 832 8768

EMAIL info@marinetek.us
WEBSITE www.marinetek.net

ID		Task Name	Duration	Start	Finish
1		Project Award-NTP	1 day	Tue 7/17/18	Tue 7/17/18
2		Design Drawings Submittal	30 days	Wed 7/18/18	Tue 8/28/18
3		Approval of Submittals	14 days	Wed 8/29/18	Mon 9/17/18
4		Procure & Fabricate Float Materials	98 days	Tue 9/18/18	Thu 2/7/19
5		Procure & Fabricate Piling	65 days	Tue 9/18/18	Tue 12/18/18
6		Procure Utility Materials	30 days	Tue 9/18/18	Mon 10/29/18
7		Mobilize Onsite	5 days	Mon 10/29/18	Fri 11/2/18
8		Secure, Remove & Dispose of Utilities	30 days	Mon 11/5/18	Mon 12/17/18
9		Remove & Dispose the Dock, Piles and Building	42 days	Tue 12/18/18	Tue 2/19/19
10		Install New Piling and Dock for Southern Attenuator	42 days	Wed 2/20/19	Thu 4/18/19
11		Reconstruction of Fuel Building to Include Final Utilities Connection	55 days	Mon 2/25/19	Fri 5/10/19
12		Install New 80 ft Ganway	3 days	Fri 4/19/19	Tue 4/23/19
13		Install New Panels, Power Pedestals & Power Conductors	60 days	Mon 3/4/19	Fri 5/24/19
14		Install Plumbing for Fire Risers	20 days	Mon 3/4/19	Fri 3/29/19
15		Install Plumbing for Pedestals	25 days	Mon 3/11/19	Fri 4/12/19
16		Install New Sewer Pump Out Station	3 days	Mon 4/15/19	Wed 4/17/19
17		Substantial Completion	1 day	Mon 5/27/19	Mon 5/27/19
18					
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Project: COF Marina Schedule 6-29-18.
Date: Fri 6/29/18

Task		Project Summary		Manual Task		Start-only		Deadline		Manual Progress	
Split		Inactive Task		Duration-only		Finish-only		Critical			
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Critical Split			
Summary		Inactive Summary		Manual Summary		External Milestone		Progress			

Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

OTAK Group, Inc.
96126 Mount Zion Loop
Yulee, FL 32097

SURETY:
(Name, legal status and principal place of business)

North American Specialty Insurance Company
5200 Metcalf OPN111
Overland Park, KS 66202 - 1391
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Southern Attenuator - Fernandina Harbor Marina - ITB 18-12

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of June, 2018.

(Witness)

OTAK Group, Inc.
(Principal) *(Seal)*

By:
(Title)

(Witness) Maria Zayas

North American Specialty Insurance Company
(Surety) *(Seal)*

By:
(Title) Kevin Wojtowicz , Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOHN R. NEU, LAURA D. MOSHOLDER, KEVIN WOJTOWICZ, DANIEL OAKS, DAVID HOOVER and DON BRAMLAGE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this 8th day of December, 20 17.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 8th day of December, 20 17, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of June, 2018.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

323711

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/2/2018

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	CONTACT NAME: Candy Graves	
Commercial Lines - 904-450-4724 USI Insurance Services National, Inc. 4601 Touchton Road, Suite 3210 Jacksonville, FL 32246	PHONE (A/C, No, Ext): 813-320-0171	FAX (A/C, No): 610-537-2400
	E-MAIL ADDRESS: candy.graves@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: First Mercury Insurance Company	10657
INSURED Otak Group, Inc. 96126 Mount Zion Loop Yulee FL 32097-2588	INSURER B: Auto-Owners Insurance Co.	18988
	INSURER C: American Interstate Insurance Company	31895
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12994195 **REVISION NUMBER:** See below

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	X COMMERCIAL GENERAL LIABILITY			TX-CGL-0000076292-01	01/01/2018	11/01/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			50-533916-00	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCFL2646742017 State of Florida	11/01/2017	11/01/2018	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

City of Fernandina Beach is an Additional Insured as it relates to GL, WC & Auto in accordance with the terms and conditions of the policy.
The insurer will mail notice to the Owner at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeanne Brandon

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(This certificate replaces certificate# 12425422 issued on 11/1/2017)

PASSE-1

OP ID: MB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/27/2018

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).

585-385-0428

PRODUCER Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble	CONTACT NAME:		
	PHONE (A/C, No, Ext): 585-385-0428	FAX (A/C, No): 585-662-5755	
	E-MAIL ADDRESS:		25674
	INSURER(S) AFFORDING COVERAGE		25668 NAIC #
	INSURER A : Travelers Property Casualty Co		25658
INSURED Passero Associates, LLC 13453 North Main Street Suite 104 Jacksonville, FL 32218	INSURER B : Travelers Indemnity Co America		32603
	INSURER C : Travelers Indemnity Co.		
	INSURER D : Berkley Insurance Company		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY Business Owners CLAIMS-MADE X OCCUR			6803J988753	05/01/2018	05/01/2019	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA1H144067	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB / X OCCUR			CUP1H17398A	05/01/2018	05/01/2019	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB1H172202	05/01/2018	05/01/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	Professional Liab If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pollution Liab			AEC-9019061-00	10/29/2017	10/29/2018	Per Claim	5,000,000
							Aggregate	5,000,000

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

RE: OTAK Group is included as additional insureds to the extent allowed on the blanket additional insured endorsements included on the above listed policies (GL, Auto & Umbrella). Includes 30-day notice of cancellation. (Endt Pkg) RFQ # 2018-08-Dock 1-Southern Attenuator Removal and Replacement

CERTIFICATE HOLDER

OTAKG-0

OTAK Group, Inc.
96126 Mount Zion Loop
Yulee, FL 32097

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Beth Rumble

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PASSE-1

OP ID: MB

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2018

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.

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PRODUCER 585-385-0428
Poole Professional - NY
1160F Pittsford-Victor Rd.
Pittsford, NY 14534
Mary-Beth Rumble

CONTACT NAME:
PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co	25674
INSURER B : Travelers Indemnity Co America	25666
INSURER C : Travelers Indemnity Co.	25658
INSURER D : Berkley Insurance Company	32603
INSURER E :	
INSURER F :	

INSURED Passero Associates, LLC
13453 North Main Street
Suite 104
Jacksonville, FL 32218

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		6803J988753	05/01/2018	05/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		BA1H144067	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000	Y		CUP1H17398A	05/01/2018	05/01/2019	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB1H172202	05/01/2018	05/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab Pollution Liab			AEC-9019061-00	10/29/2017	10/29/2018	Per Claim Aggregate	5,000,000 5,000,000

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

City of Fernandina Beach is included as additional insureds to the extent allowed on the blanket additional insured endorsements included on the above listed policies (GL, Auto & Umbrella). Includes 30-day notice of cancellation. (Endt Pkg) RFQ # 2018-08-Dock 1-Southern Attenuator Removal and Replacement

CERTIFICATE HOLDER CITYFER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Beth Rumble

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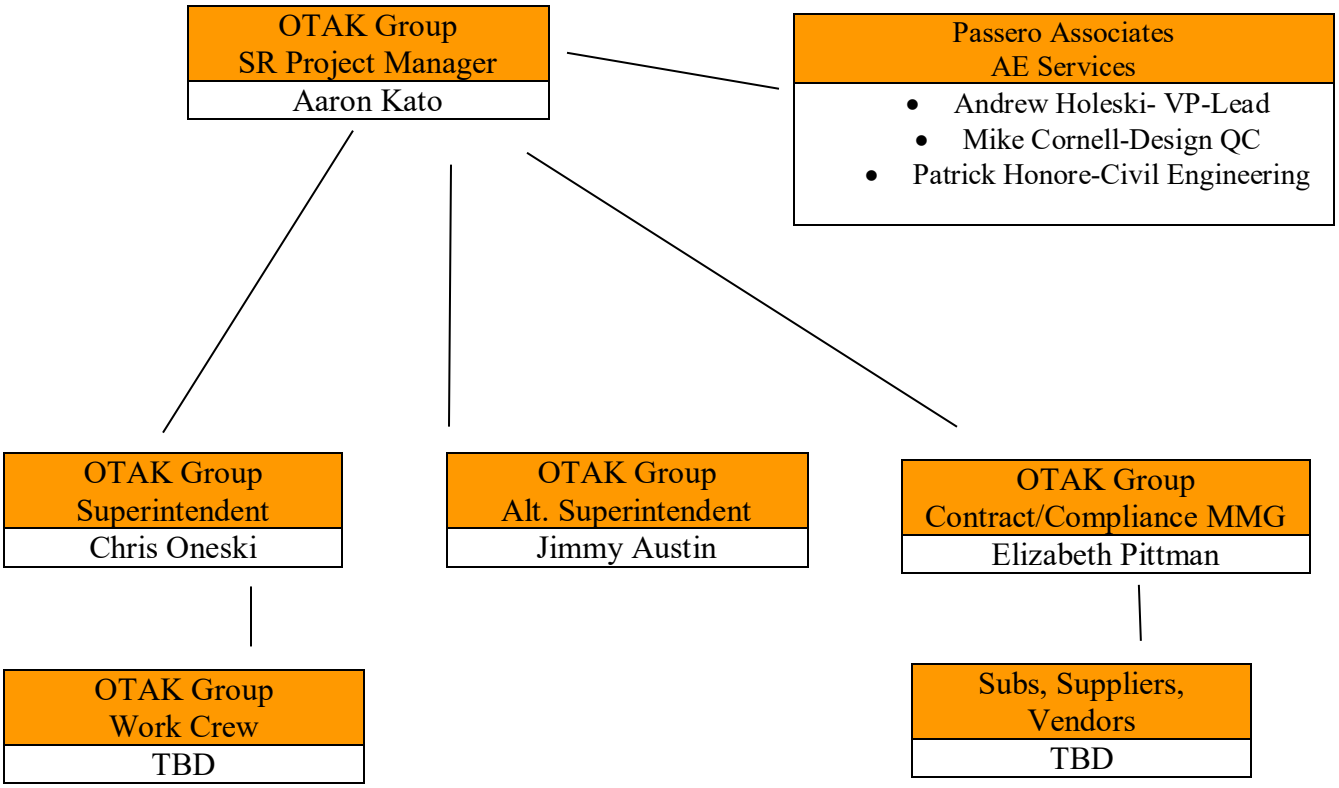
List of Proposed Equipment

225 ton Crane w/165' Boom on Spud Barge 150'x50'
120' x 45' material barge w/ spuds
400 HP Twin Screw Pilot Boat
Skiff Safety Boat
Pilemaster - Concrete Pile Vibro Hammer & Attach
HPSI 500 Vibratory Pile Extractor With Power Pack & Steel Attachmnt
Tug Pusher Boat 1,000 HP
Tug Service 3,000 HP assist movement in strong currents
Jet Pump with pipe & hoses
Manlift to access pile tops
Floating Work Platform
12,000 LB Lull
35 kw Genset
Air Concrete Demo Saw with Dimond Blades
Air Impact Driver and Attachments
Come-A-Long dock/pile assembly tools
Rigging (spreaders, cables, shackles, etc.)

Staffing Plan



OTAK GROUP INC. DESIGN BUILD MARINE, CIVIL AND GENERAL CONTRACTORS
96126 Mount Zion Loop
Yulee, FL 32097
Ph: 904-225-2588

Aaron T. Kato CGC
OTAK Group, Inc.-President/SR Project Manager

Education
Florida Community College at Jacksonville, 1994:
Associate in Science Degree
Civil Engineering Technology
University of North Florida; B.S.C.E. Bachelor in Science Engineering Studies, 1997

Registrations
Certified State of Florida General Contractor; CG-C062223
Radiation Safety and Gauge Operations
Traffic Safety in the Work Zone I. M.S.A.
Concrete Field Testing Technician Level I
Asphalt Paving Technician
Asphalt Concrete Testing
Asphalt Concrete Plant Inspection
Earthwork Inspection
Density Record Systems
Certified in Construction Math
Contract Plan Reading
Structure Inspection Part I, II & III
Base Inspection
Pile Driving Inspection
Utility Relocation Inspection
Pipe Placement Inspection

Experience Overview
As president of OTAK Group, Mr. Kato is the Project Principal and Executive Construction Manager. OTAK Group, Inc. is a design build marine, civil and general contractor who specializes in design-build construction. Mr. Kato established the company by planning a 220-unit subdivision, which developed an 86-Acre parcel of land in Nassau County Florida. This $5.5 million development was the launching pad for OTAK Group, Inc. OTAK is a full service, Federally-focused, Design-Build, Marine and Civil General Contractor based in Northeast Florida who services the Southeast United States as well as the U.S. Virgin Islands. OTAK Group is Native American Minority-owned and currently graduated under the SBA Section 8(a) program as a DBE. Mr. Kato manages a wide range of general construction activities in the Federal, Municipal, State, and Commercial contracting arena's where to date OTAK has successfully completed many competitive bid and negotiated Marine, Civil and Design Build General Construction projects in both set aside arenas as well as open competitive construction markets for a wide variety of Federal, State and Municipal agencies as well as in the private sector as a prime and sub-contractor. Mr. Kato is also responsible for implementing all preconstruction activities, including conceptual cost estimation, scheduling, material procurement, and value management. From concept drawing to construction, Mr. Kato works closely with the project management team to assure that the project development is on schedule, within budget, and suggests the most cost-effective material usage and procurement possible. Supplemental activities include attending presentations. As President and CEO of OTAK, Mr. Kato is involved with each and every project that comes through our door. Mr. Kato's involvement varies from project to project depending on the level of complexity and staffing needs. Since the companies conception there has never been a project that Mr. Kato has not visited or been involved with.

Recent Projects Under Sr Project Management:

- **D/B Lowell Boat Docks-NPS**
- **D/B BOAT RAMP PROJECTS ST. KITTS, ST.VINCENT AND GRENADA COAST GUARD STATION-NAVFAC**
- **D/B CDEMA Disaster Relief Building, Barbados-NAVFAC**
- **D/B Two (2) Fire Station Building Construction, Carrefour and CDB Haiti-NAVFAC**
- **Mayport HVAC Repairs and Replacement-NAVFAC**
- **D/B EOC Disaster Relief Building Trinidad-NAVFAC**
- **D/B Disaster Relief Warehouse Tobago-NAVFAC**
- **D/B RIIS GATE Landing/Docking Repairs-NPS**

- **Pandemic Warehouse Build-NAVFAC**
- **Ellis Island Landscape Rehabilitation, Sandy Hook Damage-NPS**
- **Fender Rehabilitation and Concrete Repairs, Stamford Hurricane Barrier-NPS**
- **D/B Kingsbay Dock Repairs A, B and D-NAVFAC**
- **Governor's Island Dock Repair-NPS**
- **ERFO Damage at Sandy Hook Dock, Gate 195175-NPS**
- **D/B Morehead City Pier Repair-USACE**

Representative Experience:
OTAK Group, Inc., Yulee, FL
President/Project Principal, Oct. 2000-Present
Responsible for all operational, financial and administrative functions required in the operation of a multi-million dollar D/B construction company. As the project principal and qualifying entity for the company, he is responsible for project management, negotiation, estimating, coordination and scheduling of employees, sub-contractors and all project work items. With his educational background in engineering, Mr. Kato lends an inhouse service for design components associated with our D/B work programs. Prepare contracts and negotiate revisions, changes and additions to contractual agreements with architects, consultants, clients, suppliers and subcontractors; obtain all necessary permits and licenses; select, contract, and oversee workers who complete specific pieces of the project; requisition supplies and materials to complete construction projects; prepare and submit budget estimates and progress and cost tracking reports; develop and implement quality control programs; take actions to deal with the results of delays, bad weather, or emergencies at construction site; confer with supervisory personnel, owners, contractors, and design professionals to discuss and resolve matters such as work procedures, complaints, and construction problems; plan, organize, and direct activities concerned with the construction and maintenance of structures, facilities, and systems; investigate damage, accidents, or delays at construction sites, to ensure that proper procedures are being carried out; and evaluate construction methods and determine cost-effectiveness of plans.

Jones Edmunds Construction & Engineering Service, Inc., Jacksonville, FL
Project Engineer/Sr. Inspector, Oct. 1999-Oct.2000
Responsibilities include Construction Management, Construction and Inspection Team Supervision, Contract Administration, Quality Control Testing, Surveying, Construction Scheduling, cost estimating and distribution of funds, as well as completion of final estimates packages Florida Department of Transportation (F.D.O.T.) C.E.I. projects in districts two. These duties have been performed on such concurrent projects as: 103rd 3R Mill & Resurface Project; Lem Turner Road 3R Mill & Resurface Project; Nassau Sound Bridge Rest Area & Bridge Rehab Project

Prosser, Hallock, Inc., Jacksonville, FL
Project/Office Engineer/Inspector, Nov. 1998-Aug. 1999
Responsibilities included serving as an extension of staff for the Jacksonville Port Authority Aviation Engineering Department providing construction engineering, management services and design management and review services on multiple Airport Transportation Projects ranging up to $10 million in value. These duties were performed on such concurrent projects as: A 60,000 SF Flex Office Warehouse. Concrete Pavement Runway & Taxiway Rehabilitation Project; Air Cargo Ramp & Apron Expansion Project; Perimeter Roadway and Fence line Project; Herlong Airport Bulk Hanger Construction; Alternate Jacksonville International Airport Access Road.

Stanley Consultants, Inc., West Palm Beach, FL
Project Engineer/Marketing Associate, Dec. 1997-Oct. 1998
Responsibilities included composition of technical proposals and formal presentations seeking Florida Department of Transportation C.E.I. projects. Consulting with Construction Management & Engineering Inspection Teams to assist in the completion of final estimates packages for Florida Department of Transportation C.E.I. projects in districts one, two, three and five. Construction support and inspection service for three automated water control structures for South Florida Water Management District project located in Florida Everglades.

Keith & Schnars, P.A., Jacksonville, FL
Senior Inspector/Assistant Project Engineer, May 1992-Dec. 1998
Responsibilities included all aspects of Construction Management, Construction and Inspection Supervision, Contract Administration, Quality Control testing, Surveying, Construction Scheduling, cost estimating and distribution of funds for seven F.D.O.T. roadway and bridge projects totaling more than $70 million dollars. Performed inspections services on such items as new and widening bridge construction, storm drainage, high mast

lighting and signals installation, utility installation, asphalt paving, striping, pile driving, drilled shaft foundations, cast in place concrete structures, embankment, sub-grade, and base construction, as well as all aspects of roadway density inspections. Dive team coordinator for underwater structural inspection team, performed underwater inspections, dive team safety officer, researched and documented findings of all underwater structural inspections on the Rodman Dam, and various other minor bridge structures and gave recommendations based on findings. Inspector/Senior Inspector on the following Roadway and Bridge Projects: State Road 200; Callahan, FL; District II; J. Turner Butler Blvd/I-95 Interchange; Jacksonville, FL; District II; State Road 115/US17; Green Cove Springs, FL; District II; State Road 15/Baymeadows Extension; Jacksonville, FL; District II; State Road 15/Baymeadows Median Project; Jacksonville, FL; District II; State Road 5/US 1 Bridge Projects; Jacksonville, FL to Georgia State Line; District II; State Road 9 –Murrhey Road; Hilliard, FL; District II.

Christopher Oneski
Superintendent/Quality Control Manager

Education:

Michigan State University, 1999

B.S. Building Construction Management

Certifications:

U.S. Army Corps of Engineers-Construction Quality Management for contractors

OSHA 30

Certified Rigger/Singal

Representative Experience:

OTAK GROUP, Inc. Yulee, FL

Project Manager/Quality Control Manager/Safety Superintendent 2009-Present

Communicate effectively with sub-contractors, foremen, engineers, community officials/employees, owners, and architects as well as the office; Interpret written plans and specifications; Responsible for reviewing plans, specs, subcontracts, and purchase orders with familiarity of each; Responsible for verification of project completion in conformance with the plans and specs; Implement safety program (Compliance with OSHA standards, weekly Tool Box Talks, etc.); Submission of detailed, complete daily project logs; and Compilation of As-built drawings, Project progress photos, Equipment cut sheets, and Testing Certifications. Installation of drainage structures, utility installation, concrete paving, asphalt placement, hands-on and management experience on various building construction projects; supervision and management of construction employees.

Recent Projects Under QC/Safety Superintendent Management:

- **D/B Lowell Boat Docks-NPS**
- **D/B BOAT RAMP PROJECTS ST. KITTS, ST.VINCENT AND GRENADA COAST GUARD STATION-NAVFAC**
- **D/B CDEMA Disaster Relief Building, Barbados-NAVFAC**
- **D/B EOC Disaster Relief Building Trinidad-NAVFAC**
- **D/B Disaster Relief Warehouse Tobago-NAVFAC**
- **Mayport HVAC Repairs and Replacement-NAVFAC**
- **RIIS GATE Landing/Docking Repairs-NPS**
- **Pandemic Warehouse Build-NAVFAC**
- **Ellis Island Landscape Rehabilitation, Sandy Hook Damage-NPS**
- **Fender Rehabilitation and Concrete Repairs, Stamford Hurricane Barrier-NPS**
- **D/B Kingsbay Dock Repairs A, B and D-NAVFAC**
- **Governor's Island Dock Repair-NPS**
- **ERFO Damage at Sandy Hook Dock, Gate 195175-NPS**
- **D/B Morehead City Pier Repair-USACE**

Harry Pepper and Associates
Assistant Project Manager/CQC
2006-2009

Crosswinds Florida LLC
Assistant Project Manager/General Superintendent
2005-2006

Perry-McCall Construction
Project Manager/Assistant Project Manager
2003 - 2005

Etkin - Skanska Inc.
Project Engineer/Assistant Project Manager/Project Manager
2001-2003

Greg Construction
Superintendent/Project Engineer
1999-2001

Certified Rigger / Signal Person

Certified Basic Rigger	Certified Signal Person	**Type of Certificate:**	RIGGER / SIGNAL PERSON
Passed: Yes	Passed: Yes	**Standard:**	OSHA 1926.1400

I hereby certify that on 4-4-11 the student described below was trained and tested as noted, in accordance with established industry standards and guidelines by OSHA/ANSI/ASME. The qualified evaluator for the employees company must insure the person is qualified for each specific job..

In Compliance with Applicable Standards and Laws. Equipment has been inspected by a qualified inspector.

R. Spec

R. Spec

Be Sure... Be Safe

Chris Oneski
Student

Date 4-4-11

Rick Staples / Trainer

R. Spec Certifications LLC.
21 High Street | Plainville, MA 02762
508-212-4735 **www.CICcranetest.com**

U.S. ARMY CORPS OF ENGINEERS

USACE LEARNING CENTER
HUNTSVILLE, ALABAMA

NAVFAC

CERTIFICATE
this is to certify that

Chris G. Oneski

has completed the Corps of Engineers and Naval Facilities Engineering Command Training Course

Construction Quality Management for Contractors Recertification

Certificate Number: SAJ-99-07-00178

Given on *January 16, 2012*

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE

Director, USACE Learning Center

CEHR-P Form 586 (REVISED)
1 AUG 98

Certificate of Completion

Presented to:

CHRISTOPHER ONESKI

On 3/17/2014, CHRISTOPHER ONESKI successfully completed the OSHA 30 Hour Outreach Training for the Construction Industry.

OSHA Authorized Trainer

As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class.

OSHA TRAINING INSTITUTE EDUCATION CENTER

USF UNIVERSITY OF SOUTH FLORIDA

American Safety Council .com

Jimmy Austin
QCM/Safety

Certifications:
OSHA 30
USACE Construction Quality Management for Contractors
Rigging Certification
Forklift Certification

Representative Experience:

OTAK Group, Inc., Yulee, FL
Superintendent / Safety / QCM
October 2009-Present
Safety and QC Manager; Project. Superintendent; Responsibilities include: Overseeing daily construction activities at a single work site from start to finish including scheduling subcontractors, delivering of equipment and materials (including inspection), and progress of the project; Working with the project managers and supervising the sub-contractors' foreman to complete projects safely within the given budget and time frames; Controlling the day to day decisions and operations regarding project safety, sequencing; Coordinating inspections and approvals with local government representatives; Supervising, scheduling and directing skilled and unskilled labor forces; Coordinating project activities and quality assurance measures in accordance with industry standards; and responsible for a safe, clean job site.

Jim Austin Concrete, Jacksonville, FL
Owner
2008-2009
Responsibilities included: Leading large groups of people, coordinating services of multiple jobs at the same time, concrete form setting and finishing, carpentry, reading blueprints, and operating multiple small tools and equipment.

Bob Evans Concrete & Construction
Foreman
1990 – 2008
Responsibilities Included: ensuring that the crew at a construction site is carrying out their tasks well and everything is going according to plan, assessing job priorities and assigning employees to appropriate job sites, making sure employees have tools and equipment needed for job in order to ensure a good output, overseeing the work and making sure it runs smoothly and as per the plan, making sure safety precautions are followed including updating safety kits in case of any emergencies during the work, communicating with the supervisor regarding the crew both positive and negative.

U.S. ARMY CORPS OF ENGINEERS

USACE LEARNING CENTER
HUNTSVILLE, ALABAMA

NAVFAC

CERTIFICATE

JIMMY AUSTIN

SAJ-03-12-00161

has completed the Corps of Engineers and Naval Facility Engineering Command Training Course

CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784

University of North Florida Jacksonville, FL	August 14, 2012	Jacksonville District	Joseph Tavares, CESAJ-CD-CQ 904-232-3446
Location	Training Date(s)	Instructional District/ NAVFAC	CQM-C Manager
William T. Hamel	William.T.Hamel@usace.army.mil	904-232-1269	William T Hamel
Facilitator/Instructor	Email	Telephone	Facilitator/Instructor Signature

Gary L Anderson
Director, USACE Learning Center

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE

CQM-C Recertification online course: https://www.myuln.net
Florida Construction Industry Licensing Board – 10 Continuing Education Hours
University of North Florida - Provider # 0001345, Course # 0608220

Certified Rigger / Signal Person

Certified Basic Rigger	Certified Signal Person	**Type of Certificate:**	RIGGER / SIGNAL PERSON
Passed: yes	Passed: yes	**Standard:**	OSHA 1926.1400

I hereby certify that on 4-4-11 the student described below was trained and tested as noted, in accordance with established industry standards and guidelines by OSHA/ANSI/ASME. The qualified evaluator for the employees company must insure the person is qualified for each specific job..

In Compliance with Applicable Standards and Laws. Equipment has been inspected by an authorized inspector.

R. Spec

R. Spec

Be Sure... Be Safe

Jim Austin

Student

Date: 4-4-11

Rick Staples / Trainer

R. Spec Certifications LLC.
21 High Street | Plainville, MA 02762
508-212-4735 **www.CICcranetest.com**

Certificate of Completion

360training.com tm

This Certifies That

jimmy p austin

is awarded this certificate for

OSHA 30 Hour Construction Industry Outreach Training Program (Includes 29 CFR 1926 OSHA Standards for Construction!)

Credit Hours: 30

Completion Date: 02/24/2012 13:23 CST

SID: 1779844

Michael Millsap, Trainer C 0034819 and G 0021414

"As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class."

360training.com ♦ 13801 Burnet Rd., Suite 100 ♦ Austin, TX 78727 ♦ 888-360-TRNG ♦ www.360training.com

Christian Daniel Lee Kato

Specialized Equipment Operator, Certified Rigger, Safety Operator

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Education

Commercial Diving Academy (Sept 2012 - June 2013)
Training, Qualifications and Certifications:

- ACDE Air/Mixed Gas Commercial Diver
- API RP-2D Rigging
- API Offshore Survival
- API NDT in Underwater Magnetic Particles and Ultrasonic Thickness Certification
- NCCER Core Curriculum in Safety, Hand & Power Tools, Blueprints
- OSHA HazMat/Hazwoper Certification
- NASE First Aid, CPR & AED, & O2 Provider certification
- NASE rescue diver certification

Additional Training, Qualifications and Certifications:

- OSHA 30 Safety
- OSHA 10 Safety
- USACE CQMC
- NCCER Construction Site Safety Orientation
- TWIC Badge
- Valid FL Drivers License
- Security Clearance
- Confined space training

Florida State College of Jacksonville, FL (2010-2012)

- Associates in Science/ Construction Management.

Yulee High School Yulee, FL Diploma (2004-2008)

Work Experience

Structural Preservation Systems LLC (June2014 – March2015)

Employed as a Diver for the restoration and rehabilitation of the supporting braces on the wharf at Jaxport Tallyrand Marine Terminal. Duties consisted of sand blasting, form work, chipping concrete, pumping fast reacting grout at 3500psi. worked around tide shift. Heavy equipment operations. Enclosed space operations.
Underwater Mechanix Inc (November 2013 – May 2014)

Performing as a Diver/Tender for the restoration and rehabilitation of the Ohio Missouri Channel bridge in Sunshine key Fl. Work consisted of extracting delaminated concrete and installing of pile jackets. Worked with pneumatic tools such as grinders jackhammers impact guns and drills ect other responsibilities consisted of carpentry work to build friction collar work platforms. Diving using surface supply hookah rigs to build platforms. Small boat coxswain for transport vessel from marina to bridge

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OTAK Group, Inc. (April 2013 – August 2013)

Preforming as an Equipment Operator, operating front end loaders, bulldozers, and excavators for the erection of three parking lots for off road vehicles (ORV). Installations of 42inch pipe for the culvert of parking lots. Installations of 15inch drainage pipe across the entire parking lots. Additional duties consist of dredging canals, compaction testing, and concrete spall repairs on concrete pipe.

OTAK Group, Inc. (November 2011-February 2012)

Performed as an Equipment Operator, operating a skid steer with a grubbing head and mulching platforms clearing underbrush on a forestry project. Additional duties entailed performing operational level maintenance and safety checks of equipment; drafting daily Production and QC/Safety reports, and administering tool box safety briefings.

OTAK Group, Inc. (August 2011-September 2011)

Small craft safety boat coxswain during the demolition, extraction installation and operation of the Aids to Navigation Beacons for USCG located in the Port of Miami.

- Performing operational level maintenance and safety checks of vessel
- Transport personnel from the U.S. Coast Guard base to working barge
- Responsible for project and progress photographs
- Operating as a QC/ superintendent with daily production and QC reports
- Maintain constant communication with Tug Captain and Dive Team Supervisor

OTAK Group Inc. (August 2007-August 2011)

Performed as a Equipment Operator in the construction of various projects located throughout the NE Florida and SE Georgia region.

- St. Mary's Hospital, GA. performed concrete forming, rebar installation, and concrete placement.
- Dames Point Jax Terminal. FL. Installation of precast concrete trench drains, form and place concrete.
- NAS Jax, FL. Constructed Fire Training Facility.
- Biloxi, MS. Ship and Horn Island: Trained for heavy equipment operating. Trained on the operation of a 74' landing craft; also performed as deck hand. Installed 700' fuel lines. Installed solar power templates.
- Naval Station Mayport, FL. Remodeled building 1488 and 1966. Performed duties associated with interior framing, installation of suspended ceiling systems, Concrete sidewalk, excavation of retention ponds; and Airfield striping.
- Blount Island Marine Corps. Jax, FL. Installation of concrete pile, installation of floating dock system, Installation of 400 lb bumpers onto bulkhead. Constructed wing walls to existing bulkhead. Performed Spall repairs.
- Demonstrated safe and proficient use of hand tools & power tools
- Able to operate heavy equipment and machines

Certificate of Completion

360training.com™

This Certifies That

Christian D Kato

is awarded this certificate for

OSHA 10 Hour Construction Industry Outreach

Credit Hours: 10

Completion Date: 09/12/2011 12:46 CST

Student Signature

Michael Millsap, Trainer C 0034819 and G 0021414

I Am an OSHA authorized trainer. I verify that I have conducted this OSHA outreach training class in accordance with OSHA

U.S. ARMY CORPS OF ENGINEERS

USACE LEARNING CENTER
HUNTSVILLE, ALABAMA

NAVFAC

CERTIFICATE

Christian Kato

SE9-01-11-00210

has completed the Corps of Engineers and Naval Facility Engineering Command Training Course

CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784

University of North Florida Jacksonville, FL	September 13, 2011	NAVFAC SE	Bruce Pastorini NAVFAC SE CI51 904-542-6679
Location	Training Date(s)	Instructional District/ NAVFAC	CQM-C Manager
Bruce Pastorini	bruce.pastorini@navy.mil	904-542-6679	Bruce Pastorini
Facilitator/Instructor	Email	Telephone	Facilitator/Instructor Signature

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE

Director, USACE Learning Center

Florida Construction Industry Licensing Board – 10 Continuing Education Hours
University of North Florida / NAVFAC SE - Provider # 0001345, Course # 0608220

Award Certificate

for Completion of the Limewash Training

Held November 17-18, 2009
at Kingsley Plantation in Jacksonville, Florida

Presented to

Christopher Kato

Andrew Ferrell
Chief, Architecture & Engineering Program, NCPTT

12/17/09
Date

NCPTT
National Center for Preservation Technology and Training

Executive Director, NCPTT

12-21-09
Date

Elizabeth Pittman

Contracts Manager

Representative Experience:

OTAK Group, Inc., Yulee, FL 2012-2018 (Multiple Department Managers)

Contracts Manager

Management of company contracts, compliance associated with contracts, bidding and estimating and buy out of each project, maintaining the company communication for OTAK to contract client, Government agencies and their contracting teams. Point of Contact for all Government Contracting personnel to assist, remedy and/or clarify any information as it pertains to their particular communication. Construction Management for offsite and onsite staff and productivity of each project. All accounting associated with each contract and compliance reporting to ensure proper receivables and payables for liability of each scenario associated with the progression of the work programs. Ensure compliance both in office and in the field for all subcontractors, suppliers and vendors of all of our work programs. Providing administrative support to corporate officers, project managers, and superintendents in office and onsite. Responsible for all bonding requirements and insurance associated with each project. Yearly registration renewals for all Municipal, State and Federal certifications and system standings. Development of partnering small companies in specific Federal Set-Aside Programs for grow and future teaming opportunities; our last company development under my assignment recorded gross revenue growth at a 1300% rate, being accomplished over a three year period.

Recent Projects Performing as Contracts Manager:

- **D/B Lowell Boat Docks-NPS**
- **D/B Boat Ramps-ST. KITTS, ST.VINCENT & GRENADA COAST GUARD STATION-NAVFAC**
- **D/B CDEMA Disaster Relief Building, Barbados-NAVFAC**
- **Two (2) Fire Station Building Construction, Carrefour and CDB Haiti-NAVFAC**
- **Mayport HVAC Repairs and Replacement-NAVFAC**
- **D/B EOC Disaster Relief Building Trinidad-NAVFAC**
- **D/B Disaster Relief Warehouse Tobago-NAVFAC**
- **RIIS GATE Landing/Docking Repairs-NPS**
- **Pandemic Warehouse Build-NAVFAC**
- **Ellis Island Landscape Rehabilitation, Sandy Hook Damage-NPS**
- **Fender Rehabilitation and Concrete Repairs, Stamford Hurricane Barrier-NPS**
- **D/B Kingsbay Dock Repairs A, B and D-NAVFAC**
- **Governor's Island Dock Repair-NPS**
- **ERFO Damage at Sandy Hook Dock, Gate 195175-NPS**
- **D/B Morehead City Pier Repair-USACE**

Office Manager

Responsible for day to day office operations. Responsibilities associated with the company Human Resource Department (EEO Liaison) including new employee hire, OSHA regulations and compliance, DOL regulations, Payroll services and tax returns, Employee Worker Compensation compliance reporting. Coordination of Company calendar, travel and meeting arrangements for entire company and accompanying Corporate Officers on travel to ensure punctuality and ease of route. Responsibilities extend to management of company finances and including weekly check runs, monthly financial profitability reporting and cash flow analysis and end of the year tax preparations and year end closeout adjustments. All company yearly renewals covering property registrations and taxes, fleet vehicle and equipment maintenance and registrations, insurance buy out and renewals, banking and bonding yearly renewals. Updating company marketing packets and attending marketing meetings throughout the year with a vast variety of clienteles.

Property Development Manager

Responsible for acquisition, rehabilitation, marketing, leasing and management of all properties held and acquired in the LLC subsidiary division of the company for long term property development starting in 2013.

Paul Clark Ford Mercury Dealership, Yulee, FL
Parts Manager/ Administrative Assistant 2005-2012

Responsible for assisting retail customers and Service Department with any parts related concerns, issues, ordering and repairs, Accounts payable for entire department, accounting for parts department billing, receiving, claims, and purchases, review and order warehouse inventory, customer care and support. End of the month inventory and financial reporting.

Education
Fernandina Beach High School
FSCJ-Currently Enrolled

Certifications
Certified Public Notary

Computer and Program Skills
Microsoft Office Word, Excel, Adobe PDF, Outlook Express, PowerPoint
Microsoft Scheduler
DropBox
Quickbooks
American Contractor
ProContractor
AMRDEC
DoD ECACS
IPP
SharePoint
iRapt (WAWF)
Dr. Checks
ISOPREP
CPARS
GSA PDN Portals
FDOT EOC
Salespoint
FMCDealer
LSI

PROJECT TEAM

Passero Associates Firm Background

Passero Associates (PA) is a 90+ person, full-service professional consulting firm providing planning, engineering, architectural design, surveying, program management and construction administration services. With more than 40 years of providing clients with planning, engineering, construction support, and architectural services, PA has developed expertise in: Marina Improvements, Airport Improvements, Road Improvements, Municipal Buildings, Commercial Developments, Residential Developments, Industrial Developments, and Infrastructure Improvements.

PA FLORIDA HEADQUARTERS

JACKSONVILLE, FL
13453 N. Main Street,
Suite 104
Jacksonville, FL 32218
Office: (904) 757-6106
Fax: (904) 757-6107
aholesko@passero.com

Professional Staff Project Experience

Fernandina Marina: North Dock Expansion; Timber Walkway and Bulkhead (Phase 1 – North, including Brett's "Wrap-around"); Timber Walkway and Bulkhead (Phase 2 – South); Docks A-B-C Rehabilitation; Docks E-F-G Rehabilitation; Main (Major) Dredging and Disposal – Phase 1 (55,000 cubic yards); Mooring Field (Phase 1)

St. Augustine: Basin Dredging (3 phases); Floating Dock System and Pilings; Barge Ramp Rehabilitation

US Navy (NAVFAC): Caribbean Boat Ramps (St. Kitts, Grenada, St. Vincent)

Andrew M. Holesko, CM — Project Director (Principal)

Andrew has more than 30 years of experience in transportation, operations, and program management and has been involved with numerous maritime and marina planning and development projects. As principal in charge his responsibilities include oversight of all phases of planning and development projects, including program management, financing, administration, design, construction and closeout. Education: MBA, Transportation, Syracuse University; BS, Aviation Business Administration, Embry-Riddle Aeronautical University

Michael Cornell — Project Manager

Michael has over 20 years professional experience as a Senior Construction Inspector, Technical Engineer, and Construction Inspector in the construction of marinas, airports, roadways, bridges, and drainage projects throughout Florida. His responsibilities have included marine building construction, airfield rehabilitation, and new roadway construction. Certifications/Registrations: CTQP Asphalt Level I and II, CTQP Earthwork Level I and II; ACI Concrete Field Testing Level I; CTQP Pile Driving; CTQP Drilled Shaft Intermediate MOT

Patrick Honoré, PE — Senior Project Engineer

Patrick has over 20 years of professional experience in civil engineering, with a diverse background in project management, marine design and permitting, airport and highway design, transportation system design, and construction administration services. Education: MS, Civil Engineering, BS, Civil Engineering, City College of New York

David Harris — Senior Construction Inspector

David has over 32 years professional experience as a Senior Construction Inspector, Technical Engineer, and Construction Inspector in the construction of marinas, airports, roadways, bridges, and drainage projects throughout the Eastern United States. Certifications/Registrations: ACI Level 1 Certification; Troxler Certification; FDOT MSE Wall Inspection; FDOT Construction Math; FDOT Contract Plans Reading; FDOT Pipe Placement; FDOT Earthwork Inspection; FDOT Subgrade and Base Inspection; FDOT Drilled Shaft Installation Inspection; FDOT Pile Driving Installation Inspection

ATM | DESIGN ENGINEERING CONSULTING

11 July 2018

Dale Martin, City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Re: Fernandina Harbor Marina Southern Attenuator Replacement
ITB No. 18-12 – Bid Review and Preliminary Design-Build Contractor Recommendation

Dear Mr. Martin:

ATM has completed a preliminary technical review of the bids submitted for the above referenced project. There were two (2) total bids submitted and both were considered responsive based on initial review. An attachment to this letter details the submittal requirements and both OTAK Group and Fender Marine Construction provided all of the required submittal items.

Attached is a summary tabulation of bid prices and supporting information. Bids for the entire project ranged in price from $6.15M to $8.15M. In general, estimated construction schedules begin in July/August 2018 and run approximately 9 months for the entire project. After discussions with the dock supplier (Marinetek) for both contractors, ATM believes that this schedule may have some room for some compression.

Based on our initial review, the apparent low bidder is Fender Marine, a certified general and marine contractor, headquartered in Orlando, FL. They appear to be qualified for the project. For the entire project, their estimated price is $6.15M and their estimated construction schedule runs from July 2018 to May of 2019.

The City of Fernandina Beach should consult their procurement office to ensure any internal requirements are met and all proper procedures are followed. ATM reviewed the proposed list of consultants and subcontractors and we don't have any objections to the firms selected by Fender Marine. The City may wish to follow up on the references provided in the bid package. Barring any internal or external requirements, it is the City of Fernandina Beach's decision whether or not to release a bid tabulation summary (attached price table) to the public.

Sincerely,

APPLIED TECHNOLOGY & MANAGEMENT, INC.

Robert Semmes, BS
Vice President

cc: Tim Mason, PE; Pete Peterson, PE (ATM)

Fernandina Harbor Marina - Southern Attenuator Replacement - ITB #18-12

Submittal Required	OTAK	Fender Marine
Original	✓	✓
3 Copies	✓	✓
Electronic Version	✓	✓
A. Contact Sheet	✓	✓
B. Public Entity Crimes Statement	✓	✓
C. Drug-Free Workplace Certification	✓	✓
D. E-Verify Statement	✓	✓
E. Proposer Acknowlegements and Agreements	✓	✓
F. Conflict of Interest	✓	✓
G. Non-Collusion Affidavit	✓	✓
H. Dispute Disclosure Form	✓	✓
List of Subcontractors, Suppliers & Consultants	✓	✓
Acknowledgement of Addedum No. 1	✓	✓
Acknowledgement of Addedum No. 2	✓	✓
Acknowledgement of Addedum No. 3	✓	✓
Acknowledgement of Addedum No. 4	✓	✓
Complete Bid Form	✓	✓
Qualifications & Experience	✓	✓
Contractor's License	✓	✓
Preliminary Work Plan & Schedule	✓	✓
Proof of Ability to Bond	✓	✓
Sample Certificate of Insurance	✓	✓
Equipment List	✓	✓
Preliminary Staffing Plan	✓	✓

List of Proposed Subs, Consultants, & Suppliers

Sub	OTAK	Fender Marine
Engineering - Structural	Passero	McLaren
Engineering - MEP		Hall Engineering
Testing	Legacy	
Marine Contractor/Piling/Barge & Crane	Hal Jones	Salonen Marine
Dock Supplier	Marinetek	Marinetek
Electrical Installer	Miller Electric	McGonigle Electric
Fire & Plumbing	GMG/Professor Plumb	W.W. Gay Mechanical
Pumpout	KECO	
Piping	ISCO	
Gangways		Ravens Marine

Estimated Completion Dates

Task	OTAK		Fender Marine	
	Start	Complete	Start	Complete
Award	17-Jul-18		23-Jul-18	
Shop Drawings	18-Jul-18	17-Sep-18	24-Jul-18	13-Aug-18
Submittals			14-Aug-18	24-Sep-18
Attenuator Production	18-Sep-18	7-Feb-19	25-Sep-18	14-Feb-18
Mobilization	29-Oct-18	2-Nov-18	27-Nov-18	3-Dec-18
Demo Floating Building			4-Dec-18	13-Dec-18
Demo Attenuator Docks	5-Nov-18	19-Feb-19	4-Dec-18	2-Jan-19
Demo Attenuator Piling			3-Jan-19	18-Feb-19
Install New Attenuator Floats	20-Feb-19	18-Apr-19	19-Feb-19	11-Mar-19
Install New Attenuator Piling			21-Feb-19	11-Apr-19
Install Building Foundation Floats	25-Feb-19	10-May-19	12-Mar-19	14-Mar-19
Install Safety Ladders			12-Mar-19	14-Mar-19
Install ADA Ramp & Gangway	19-Apr-19	23-Apr-19	15-Mar-19	18-Mar-19
Install Building Foundation Piling	with building foundation above		12-Apr-19	16-Apr-19
Install Sewage Pumpout	15-Apr-19	17-Apr-19	12-Apr-19	18-Apr-19
Build Boater Check-In/Fuel Building	with building foundation above		17-Apr-19	29-Apr-19
Install Plumbing	11-Mar-19	12-Apr-19	12-Apr-19	2-May-19
Install Fire Standpipe System	4-Mar-19	29-Mar-19	19-Apr-19	9-May-19
Install Electrical Wiring	4-Mar-19	24-May-19	12-Apr-19	23-May-19
Install & Connect Pedestals	with plumbing & electrical above		17-May-19	23-May-19
Utility Permit Close-Out			24-May-19	28-May-19
Substantial Completion	27-May-19		29-May-19	

BID COMPARISON

Fernandina Harbor Marina South Attenuator Replacement (ITB 18-12)

29-Jun-18

	OTAK				Fender Marine			
	Qty	***Unit***	***Unit Price***	***Total Price***	***Qty***	***Unit***	***Unit Price***	***Total Price***
Demolition								
Demolition - South Attenuator Floating Docks	809 LF	ls	$655	$529,895	809 LF	ls	$222.59	$180,074.81
Demolition - South Attenuator Anchor Piling	66	ea	$12,298	$811,668	66	ea	$3,710.15	$244,870.15
Demolition - Overwater Building	1	ls	$12,000	$12,000	1	ls	$40,127.16	$40,127.16
Demolition - Overwater Building Floating Foundation	1	ls	$15,000	$15,000	1	ls	$32,972.84	$32,972.84
Demolition - Overwater Building Foundation Anchor Piling	9	ea	$3,000	$27,000	9	ea	$5,477.23	$49,295.07
Demolition - South Attenuator Utilities	1	ls	$150,000	$150,000	1	ls	$50,086.17	$50,086.17
New South Attenuator								
Install Relocated 6' X 30' Aluminum Gangway	1	ls	$15,000	$15,000	1	ls	$22,961.99	$22,961.99
Install New 6' X 80' Aluminum ADA Gangway	1	ea	$75,000	$75,000	1	ea	$141,122.54	$141,122.54
Install ADA Gangway Landing Pontoons	480	sf	$140	$67,200	480	sf	$29.05	$13,943.58
Install ADA Gangway Deck Ramp	1	ls	$35,000	$35,000	1	ls	$17,962.73	$17,962.73
Floating Docks (including all connections, hardware, cleats, etc.)	11,326	sf	$140	$1,585,640	11,326	sf	$178.27	$2,019,100.86
Floating Dock Anchor Piles	32	ea	$17,650	$564,800	27	ea	*$13,282.53*	$358,628.40
Slip Utilities (power & water)								
Utility Pedestals	15	ea	$7,366.67	$110,500	15	ea	$4,119.81	$61,797.14
Power Distribution (cabling, panels, etc.)	1	ls	$1,549,850	$1,549,850	1	ls	$647,530.86	$647,530.86
Water Distribution (piping, valves, fittings, etc.)	1	ls	$109,055	$109,055	1	ls	$183,259.26	$183,259.26
Fire Station Safety Pedestals	6	ea	$63,700	$382,200	6	ea	$2,135.39	$12,812.35
Safety Ladders	7	ea	$1,900	$13,300	7	ea	$2,627.69	$18,393.83
Fire Suppression Standpipe System	1	ls	$65,000	$65,000	1	ls	$75,718.52	$75,718.52
New Fuel Service Building/Store								
Install New Building Foundation Pontoons & Pile Guides	1,995	sf	$149.30	$297,854	1,995	sf	$193.28	$385,585.68
Furnish Materials & Fabricate New Fuel Service Building	500	sf	$260	$130,000	500	sf	$270.81	$135,407.41
Building Foundation Anchor Piling	4	ea	$17,650	$70,600	4	ea	$11,577.16	$46,308.64
Construction Sub-Total				***$6,616,562***				***$4,737,960***
General Conditions	***Qty***	***Unit***	***Unit Price***	***Total Price***	***Qty***	***Unit***	***Unit Price***	***Total Price***
Mobilization	1	ls	$320,000	$320,000	1	ls	$180,808.64	$180,808.64
Demobilization	1	ls	$20,000	$20,000	1	ls	$24,543.21	$24,543.21
Floating Dock Design	1	ls	$625,000	$625,000	1	ls	$64,197.53	$64,197.53
Marine Utilities Design	1	ls	$85,000	$85,000	1	ls	$85,222.22	$85,222.22
ADA Gangway, Ramp, & Connection Design	1	ls	$10,000	$10,000	1	ls	$3,086.42	$3,086.42
Environmental Protection	1	ls	$1,000	$1,000	1	ls	$55,666.67	$55,666.67
Erosion and Sediment Control	1	ls	$1,000	$1,000	1	ls	$15,385.80	$15,385.80
Project Surveying and Testing	1	ls	$35,000	$35,000	1	ls	$27,268.52	$27,268.52
Payment and Performance Bond (% of Construction Sub-total)	1.65	%	-	$109,173	3.78	%	-	$179,306.13
Overhead & Profit (% of Construction Sub-total)	5.00	%	-	$330,828	16.44	%	-	$779,120.84
General Conditions Sub-total				***$1,537,001***				***$1,414,606***
Project Grand Total (Construction + General Conditions)	-	-	-	***$8,153,563***	-	-	-	***$6,152,566***
Unsolicited Bid Alternate(s)				***Price Adjustment***				***Price Adjustment***

The total price provided below represents a net addition or reduction to the base bid (i.e. - the base bid amount would be adjusted by the provided amount for any unsolicited alternatives). Bidder shall include description of any proposed alternative(s) with their Bid.

Value Engineering Electrical-Actual Need to Match Pedestal Requirement	add / (deduct)	($805,490)	add / (deduct)	
Bellingham Marine Dock Utilization	add / (deduct)	$417,500	add / (deduct)	
	add / (deduct)		add / (deduct)	
	add / (deduct)		add / (deduct)	
	add / (deduct)		add / (deduct)	

Dale Martin

Subject: FW: Emailing: Fernandina Harbor Marina ITB No. 18-12 RecommendationRv0_10-Jul-18.pdf

From: Semmes, Robert [mailto:RSemmes@appliedtm.com]
Sent: Wednesday, July 11, 2018 8:57 AM
To: Dale Martin
Cc: Wanda Weaks; Joe Springer; Peterson, Pete; Mason, Tim
Subject: RE: Emailing: Fernandina Harbor Marina ITB No. 18-12 RecommendationRv0_10-Jul-18.pdf

Yes. I think that we should now continue with the planned meeting onsite with them and confirm that they do in fact correctly understand the project requirements and are prepared to complete the project as specified for the price quoted

-----Original Message-----
From: Dale Martin [mailto:dmartin@fbfl.org]
Sent: Wednesday, July 11, 2018 8:54 AM
To: Semmes, Robert <RSemmes@appliedtm.com>
Cc: Wanda Weaks <wweaks@fbfl.org>; Joe Springer <jspringer@fbfl.org>; Peterson, Pete <PPeterson@appliedtm.com>; Mason, Tim <TMason@appliedtm.com>
Subject: RE: Emailing: Fernandina Harbor Marina ITB No. 18-12 RecommendationRv0_10-Jul-18.pdf

Good morning, Rob:

Thank you for the information.

You acknowledge that Fender Marine is the "apparent low bidder" and that Fender Marine "appear(s) to be qualified for the project." So that I can accurately report to the City Commission, is it your recommendation that the City accept the Fender Marine bid, award the project, and issue a Notice to Proceed?

Thank you for your assistance.

Mr. Dale L. Martin
City Manager, Fernandina Beach

-----Original Message-----
From: Semmes, Robert [mailto:RSemmes@appliedtm.com]
Sent: Wednesday, July 11, 2018 8:19 AM
To: Dale Martin
Cc: Wanda Weaks; Joe Springer; Peterson, Pete; Mason, Tim
Subject: Emailing: Fernandina Harbor Marina ITB No. 18-12 RecommendationRv0_10-Jul-18.pdf

Your message is ready to be sent with the following file or link attachments:

Fernandina Harbor Marina ITB No. 18-12 RecommendationRv0_10-Jul-18.pdf

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-100
Appeal Denial - Skidmore

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-100.

SYNOPSIS: The Land Development Code provides in Section 8.03.09 that an applicant may appeal a decision of the Historic District Council (HDC) to the City Commission within thirty days of the HDC's decision. Mr. Skidmore is appealing on the basis set forth in his written request for appeal. The standard of review for the City Commission is called "strict scrutiny" and requires that the Commission find that the HDC did three things to support its decision:

1) Procedural Due Process: HDC is required to afford procedural due process to the parties (Skidmore and City) which means that there was a hearing where evidence and testimony was taken and considered by the HDC, and the hearing must be conducted so that the applicant (Mr. Skidmore) and the public are given a reasonable opportunity to present the application and rebut information presented by persons appearing at the hearing; and

2) Applied the Correct Law: HDC is equired to apply the correct law, and in this case that is the City's Comprehensive Plan, Land Development Code, including the Downtown Historic District Design Guidelines, and the Secretary of the Interior's Standards for Rehabilitation; and

3) Competent, Substantial Evidence: HDC must have based its decision on competent, substantial evidence. What does this mean? In *DeGroot v. Sheffield*, 95 So.2d 912 (Fla. 1957), the Florida Supreme Court defined "competent substantial evidence" as "such relevant evidence as a reasonable mind would accept as adequate to support a conclusion." A further elaboration of this definition was presented by the Fifth District Court of Appeal in *Lonergan v. Estate of Budahazi*, 669 So. 2d 1062 (Fla. 5th DCA 1996): "the term "competent substantial evidence" does not relate to the quality, character, convincing power, probative value or weight of the evidence but refers to the existence of some evidence (quantity) as to each essential element and as to the legality and admissibility of that evidence. Competency of evidence refers to its admissibility under legal rules of evidence. "Substantial" requires that there be some (more than a mere iota or scintilla), real, material, pertinent, and relevant evidence (as distinguished from ethereal, metaphysical, speculative or merely theoretical evidence or hypothetical possibilities) having definite probative value (that is, "tending to prove") as to each essential element of the offense charged . . . ircumstantial evidence is sufficient. Direct evidence is not required."

If the HDC did all of these three things listed above in its hearing on May 24, 2018, the City Commission must affirm the HDC's decision. The City Commission must not allow any new evidence during its review. If the City Commission believes that the HDC should hear further evidence, the Commission can remand the case back to the HDC. The City Commission's decision must be based on the record of the May 24, 2018 HDC hearing. *See Section 8.03.09 Land Development Code.* This procedure is akin to a first-tier certiorari review in the Circuit Court for land use decisions.

The appellant, Mr. Skidmore, is entitled to a hearing for the City Commission to review the record of the HDC quasi-judicial hearing on May 24, 2018. Any appeal of the City Commission's decision would be to the Circuit Court within thirty (30) days of the Commission's decision which shall be in writing and signed by the Mayor.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-100.

Caroline Best, City Clerk	06/28/2018
Salvatore Cumella, Planner II	07/02/2018
Dale Martin, City Manager	07/03/2018
Tammi E. Bach, City Attorney	07/05/2018

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

Caroline Best

Date: June 28, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2018-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA. APPROVING THE APPEAL FILED BY STEVE SKIDMORE REGARDING THE DECISION OF THE HISTORIC DISTRICT COUNCIL FOR CASE #2016-32, IN ACCORDANCE WITH CITY LAND DEVELOPMENT CODE SECTION 8.03.09; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Land Development Code contains an appeals procedure for an applicant aggrieved by any decision of the Historic District Council (HDC), which is set forth in Section 8.03.09; and

WHEREAS, the petition for appeal shall be submitted in writing to the City Clerk, stating the basis for the appeal in clear and precise terms, and shall be filed within thirty (30) days after the decision of the Historic District Council; and

WHEREAS, the City Clerk has reviewed the petition for appeal and determined the applicant met the requirements for seeking an appeal by the City Commission having filed an appeal within 30 days of the HDC's decision; and

WHEREAS, the City Clerk directed this petition be presented to the City Commission for consideration and has provided the applicant a minimum of ten (10) days' written notice of the scheduled hearing date of July 17, 2018.

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

SECTION 1. The record of the proceedings of the Historic District Council's hearing of case HDC #2016-32, conducted on May 24, 2018, has been reviewed and considered by the City Commission. No evidence was taken by the Commission at this appeal hearing as provided in Section 8.03.09 of the Land Development Code. The City Commission has reviewed the issues of procedural due process, application of the correct law and whether the HDC had competent, substantial evidence to support its decision on May 24, 2018.

SECTION 2. The petition for appeal filed by Steve Skidmore, HDC case #2016-32, is hereby approves. [*Alternatively, the City Commission remands this case back to the HDC to hear further evidence and make findings of fact and conclusions of law*].

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

ADOPTED this 17th day of July, 2018.

CITY OF FERNANDINA BEACH

_____

JOHN A. MILLER
COMMISSIONER-MAYOR

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

CAROLINE BEST
CITY CLERK

TAMMI E. BACH
CITY ATTORNEY

HISTORIC DISTRICT COUNCIL STAFF REPORT
HDC 2016-32
DECEMBER 15, 2016

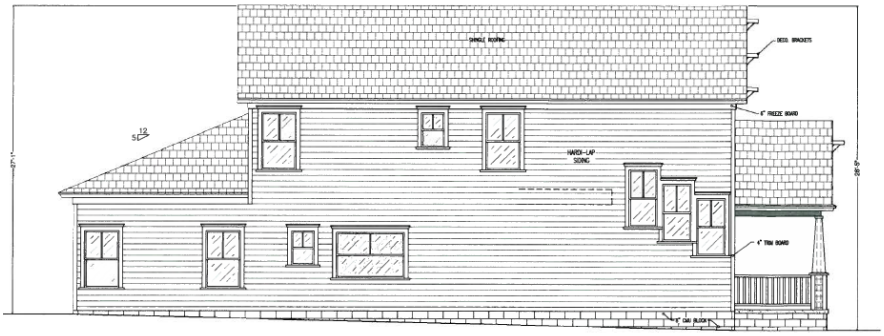
Owner/Applicant:	Steve Skidmore				
Property Address:	327 N. 4th Street				
Requested action:	Certificate of Approval (COA) to construct a 2,276 sq. ft. home with an accessory building consisting of a 529 sq. ft. garage with dwelling unit above.				
Current zoning:	R-2				
FLUM land use category:	Medium Density Residential				
Existing uses on the site:	Vacant				
Year Built:	N/A				
Contributing Status:	Non-Contributing				
Adjacent Properties:	North	S.F. Residential	c.	R-2	
	South	Vacant	c.	R-2	
	East	Vacant	c.	R-2	
	West	Vacant	c.	R-2	

All required application materials have been received. All fees have been paid. All required notices have been made.

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

Applicant is proposing to construct a 2,276 sq. ft. home with an accessory building consisting of a 529 sq. ft. garage with dwelling unit above.

The home will be a 2-story, Craftsman style house. It will feature hardiboard horizontal 6” lap siding and hardishake siding. The windows in the home will be Jeld-Wen single-hung 2/1 windows and the front door will be a Jeld-Wen full lite single-entry with side lites. The roof will feature architectural shingles in a charcoal color. The body of the house will be painted *La Fonda Midnight 4004-4C* and the trim will be painted *Homestead Resort Jefferson White 7006-1*, both colors from Valspar’s National Trust for Historic Preservation Collection.

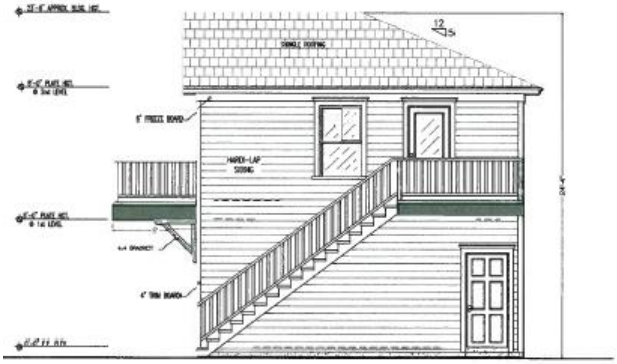


LEFT ELEVATION
SCALE: ¼"=1'

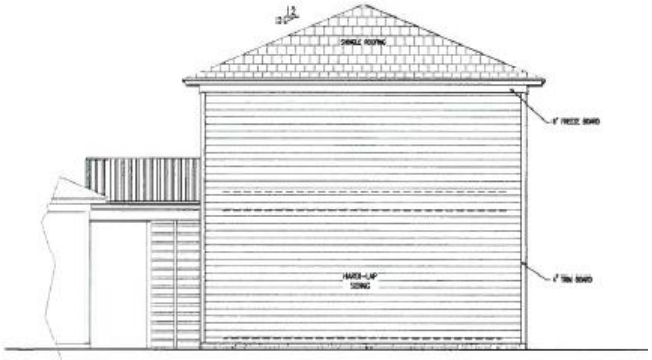
REAR ELEVATION
SCALE: ¼"=1'

LEFT ELEVATION
SCALE: ¼"=1'

REAR ELEVATION
SCALE: ¼"=1'



FRONT ELEVATION
SCALE: ¼"=1'



RIGHT ELEVATION
SCALE: ¼"=1'

APPLICABLE GUIDELINES:

Secretary of the Interior's Standards for Rehabilitation

1. **A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
2. **The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
3. **Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
4. **Most properties change over time; those changes that have acquired historic significance in their own**

right shall be retained and preserved.

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

5. **Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

6. **Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

7. **Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

8. **Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**

Findings: *Complies* ☒ *Does not Comply* ☐ *N/A* ☐

9. **New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**

Findings: *Complies* ☒ *Does not Comply* ☐ *N/A* ☐

10. **New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE

8.01.01.01 Standards for Development in the Historic District Overlays

A. *The review of proposed development within the Historic District Overlays shall be based upon the latest edition of Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings from the U.S. Secretary of Interior.*

B. The review of proposed development within the Historic District Overlay shall also be based upon compliance with the Downtown Historic District Guidelines, dated December 1999, as amended from time to time. The review of proposed development within Old Town shall be based upon compliance with the Old Town Preservation and Development Guidelines, dated June 1999, as amended from time to time.

C. In addition to standards applicable to the underlying zoning district, new construction within the Historic District Overlay shall be compatible with the existing character of the landmark or the district. Compatible design means architectural design and construction that will fit harmoniously into the district or the landmark site. New construction shall be compatible in scale, materials, and quality of construction with adjacent buildings and structures that have been designated.

D. The following features shall be considered by the Historic District Council in the evaluation of proposed new construction, as such features comply with the guidelines referenced in Section

8.01.01.01(A) and (B) above:

1. *Scale, including height and width;*
2. *Setbacks;*
3. *Orientation and site coverage;*
4. *Alignment, rhythm, and spacing of buildings;*
5. *Form and detail, considering the link between old and new buildings;*
6. *Maintaining materials within the district or on the landmark site;*
7. *Maintaining quality within the district or on the landmark site;*
8. *Facade proportions and window patterns;*
9. *Entrances and porch projections;*
10. *Roof forms; and*
11. *Horizontal, vertical, or non-directional emphasis.*

8.02.02 Historic District Council Roles and Responsibilities

The HDC shall have the duty and responsibility to:

C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.

5.01.04 Accessory Dwellings

A. Accessory dwelling units are intended to provide non-remunerated housing for relatives, guests, or domestic helpers. An accessory dwelling unit shall not be considered an apartment, hotel, or other kind of multi-family use. Accessory dwelling units shall not count towards density. Per the City's Comprehensive Plan policy 1.06.05, detached accessory dwelling units shall be permissible in all residential and mixed use zoning districts in compliance with the following standards:

1. *The total floor area of the detached accessory dwelling shall not exceed 625 square feet;*
2. *The maximum height for a detached accessory dwelling located as a freestanding building or an apartment over a detached garage shall not exceed twenty-five (25) feet, measured from the approved finished grade to the peak of the roof;*
3. *A detached accessory dwelling shall be located only within a rear yard as established by Section 4.02.03; and*
4. *An accessory dwelling shall comply with all standards set forth in Section 5.01.03;*
5. *The accessory dwelling shall not have a separate water or electric meter.*

CITY OF FERNANDINA BEACH DOWNTOWN HISTORIC DISTRICT DESIGN GUIDELINES: GUIDELINES FOR NEW CONSTRUCTION

The protection of the historic and architectural resources of the district includes new construction and requires compatible new buildings to respect visual and historic characteristics. New construction of primary buildings should maintain the existing historic pattern of a neighborhood in terms of characteristics such as setback, distance between homes, scale, materials, and colors. New outbuildings and detached garages are addressed in the section for outbuildings.

1. New buildings should be compatible with adjacent buildings in terms of height.
2. New buildings should be compatible with adjacent buildings in terms of materials.
3. New buildings should be compatible with adjacent buildings in terms of set back.
4. New buildings should be compatible with adjacent buildings in terms of width, scale, and proportions.
5. New buildings should be compatible with adjacent buildings in terms of roof form.

ANALYSIS:

Staff concludes that the requested action is substantially consistent with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines and recommends **APPROVAL** of HDC 2016-32.

MOTION TO CONSIDER:

I move to **approve or deny** HDC case number 2016-32 **with or without** conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

That HDC case 2016-32, as presented, **is or is not** substantially compliant with the Land Development Code, the Downtown Historic District Guidelines, and the Secretary of the Interior's Standards to warrant approval at this time.

LIST OF EXHIBITS:

EXHIBIT 1 HDC 2016-32 Application

Salvatore J. Cumella
Planner II

EXHIBIT 1

OFFICE USE ONLY
REC'D: 11/15/16 BY: 8
PAYMENT: $ 200 - TYPE CK 1553
APPLICATION #: 2016-0001675
HDC CASE #: 2016-32
APPLICATION COMPLETE: Y____ N____
PRE-CONFRENCE: Y____ N____ DATE _____

BOARD MEETING DATE: _____
PLANNER: _____ DATE: _____
____ APPROVED ____ DENIED

APPLICATION FOR HISTORIC DISTRICT COUNCIL COA

RECEIVED NOV 2016

APPROVAL TYPE: ☐ Staff Approval ☒ Board Approval: Conceptual _____ or Final _____

PROJECT TYPE:
☒ New Construction ☐ Addition ☐ Alteration ☐ Relocation ☐ Demolition ☐ Variance
☐ Repair ☐ Paint ☐ Fence ☐ Sign ☐ Re-roof ☐ Other: _____

PROPERTY INFORMATION
Street Address: ~~Lot 16-17 Dade St~~ 327 N. 4th Street
Historic District: ☒ Downtown ☐ Old Town ☐ CRA Waterfront
Parcel Identification Number(s): 00-00-31-1800-0017-0160 / 00-00-31-1800-0017-0190
Zoning District: _____ Lot / Block Number (optional) 17 Lot 16 + 17

Owner of Record	Applicant or Agent
Owner(s) Name: Steve Skidmore	Applicant Name: Steve Skidmore
Corporation or Company:	Corporation or Company:
Street Address: 5308 Anthony LN.	Street Address: 5308 Anthony LN
City State Zip: Sarasota Fl. 34233	City State Zip: Sarasota Fl. 34233
Telephone Number: 859. 802. 1060	Telephone Number: 859. 802. 1060
Fax Number: 904. 491. 9983	Fax Number: 904. 491. 9983
Email Address: sskidmore04@yahoo.com	Email Address: sskidmore04@yahoo.com

PROJECT DESCRIPTION

Part 1. Describe The Existing Conditions and Materials. Describe the existing structure(s) on the subject property in terms of the construction materials and site conditions, as well as the surrounding context.

NONE

Part 2. Describe The Proposed Project and Materials. Describe the proposed project in terms of size, affected architectural elements, materials, and relationship to the existing structure(s). Attach further description sheets, if needed.

See Plans - New Construction

List proposed materials and colors, as applicable:

Project Scope	Type, Material, Brand	Color
Exterior Fabric	6" Lap Siding Hardi - Shade Staggered Edge Siding	La Fonda Midnight - Valspar
Doors	Masonite Steel Full Lite w/ Elan Glass Jeldwen	
Windows	Jeldwen - Single Hung - Colonial	~~Bronze Exterior~~ White Interior
Roofing	Architectural Shingle	Charcoal
Fascia/Trim	See Plans	Homestead Resort Jefferson White
Foundation	See Plans	
Shutters	None	
Porch/Deck	TRex	Beach Dune + Classic White
Fencing	None	
Driveways/Sidewalks	Concrete	
Signage	None	
Other		

Please submit all product brochures, paint color samples, and material samples with your application.

CERTIFICATION

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

1. I/We hereby attest to the fact that the above supplied parcel number(s) and legal description(s) is (are) the true and proper identification of the area of this petition.

2. I/We authorize staff from the Community Development Department to enter onto the property in question during regular city business hours in order to take photos which will be placed in the permanent file.

*3. I/We understand that Certificates of Approval are only valid for **one year** from issuance. They are renewable for six months without cause, and for an additional six months, upon showing of good cause by the applicant. The applicant must submit all requests for extensions in writing and provide appropriate support documentation, if needed.*

4. I/We understand that all changes to the approved scope of work stated in a COA have to be approved by the HDC before work commences on those changes. There will be no charge for a revision to a COA. Making changes that have not been approved can result in a Stop Work Order being placed on the entire project and/or additional fees/penalties.

5. It is understood that the approval of this application by the Historic District Council or staff in no way constitutes approval of a Building Permit for construction from the City of Fernandina Beach Building Department.

6. The COA review time period will not commence until your application is deemed complete by staff and may take up to 10 days to process.

7. Historic District Council meetings are conducted in a quasi-judicial hearing and as such ex-parte communications are prohibited (Communication about your project with a Historic District Council member).

11-15-16

Date **Signature of Applicant**

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 15 day of November, 2016

Kristina Dill — Kristina Dill

Notary Public: Signature **Printed Name**

My [redacted]

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

KRISTINA DILL
Notary Public - State of Florida
My Comm. Expires Oct 26, 2018
Commission # FF 137680

Sylvie McCann

From: Jason Higginbotham
Sent: Thursday, November 17, 2016 11:40 AM
To: Angie Lester; Brenda Shubert; Gayle Murray; Harriet Davis; Holly Graf; Jacob Platt; Janet Harris; Jason Gregory; Jason Higginbotham; Jim Norman; Joseph Powers; Kaleigh Simmons; Karen Austin; Kathryn Watson; Kelly Gibson; Lavettaa Matthews; Linda Ottinger (lottinger@nassauso.com); Lori M Fransoso (Lori.M.Fransoso@usps.gov); Melissa Howard; Michelle Forstrom; Ray Eslinger (eeslinger@nassauso.com); Rena Williams (rkennedy@fpuc.com); Stephen Minahan; Sue Edwards; Sylvie McCann; Vicki Cannon
Subject: NEW ADDRESS - 327 N 4TH ST
Attachments: NEW_327 N 4TH ST_15NOV16.PDF

Good afternoon,

Name of street parcel is located: **N 4TH ST**
Parcel ID No. **00-00-31-1800-0017-0160**
Parcel is located on the **WEST** side of the road

Old address: **N/A**

Assigned address: **327 N 4TH ST**
Fernandina Beach, FL 32034
[mailbox & driveway off N 4th St]

Attached - address assignment application

Thank you,

Jason Higginbotham
Deputy Chief / Fire Marshal
Fernandina Beach Fire Department
Office: 516 S. 10th St, Fern. Bch, FL 32034
Email: jhigginbotham@fbfl.org
Office: (904) 310-3150
Cell: (904) 753-4293
WWW.FBFL.US/FIRE

"Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

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

Property Search Sales Search Nassau Home

OWNER NAME	SKIDMORE STEVE	PARCEL NUMBER	00-00-31-1800-0017-0160
MAILING ADDRESS	5308 ANTHONY LN	TAX DISTRICT	FERNANDINA BEACH (DISTRICT 2)
		MILLAGE	20.2467
		PROPERTY USAGE	VACANT RESIDENTIAL
	SARASOTA, FL 34233	DEED ACRES	0
LOCATION ADDRESS	DADE ST	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	BLOCK 17 LOTS 16 17 IN OR 2078/971 CITY OF FDNA BEACH	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

	2016 Preliminary Values
JUST VALUE OF LAND	$37,500
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$0
TOTAL MISC VALUE	$0
JUST OR CLASSIFED TOTAL VALUE	$37,500
ASSESSED VALUE	$37,500
EXEMPT VALUE	$0
TAXABLE VALUE	$37,500

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
VAC RES 000000	50	FF	21-3N-28

Building Information

There is no Building Information for this record.

Miscellaneous Information

There is no Miscellaneous Information for this record.

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
10/14/2016	2078/971	2078/971	114900	WD	Q	N	CMR ISLAND PROPERTIES LLC	SKIDMORE STEVE
10/14/2016	2078/969	2078/969	100	WD	U	N	SASSER JOHN E	CMR ISLAND PROPERTIES LLC
06/26/2014	1928/631	1928/631	34800	WD	Q	N	HALL CHARLES A & ANNETTE L	SASSER JOHN E
06/08/2002	990/1778	990/1778	15000	QC	U	N	BOARD OF COUNTY COMMISSIONERS	HALL CHARLES A & ANNETTE L

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

Property Search Sales Search Nassau Home

OWNER NAME	SKIDMORE STEVE	PARCEL NUMBER	00-00-31-1800-0017-0190
MAILING ADDRESS	5308 ANTHONY LN	TAX DISTRICT	FERNANDINA BEACH (DISTRICT 2)
		MILLAGE	20.2467
		PROPERTY USAGE	VACANT RESIDENTIAL
	SARASOTA, FL 34233	DEED ACRES	0
LOCATION ADDRESS	4TH ST N	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	BLOCK 17 LOT 19 IN OR 2078/971 CITY OF FDNA BEACH	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

	2016 Preliminary Values
JUST VALUE OF LAND	$18,750
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$0
TOTAL MISC VALUE	$0
JUST OR CLASSIFED TOTAL VALUE	$18,750
ASSESSED VALUE	$18,750
EXEMPT VALUE	$0
TAXABLE VALUE	$18,750

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
VAC RES 000000	25	FF	21-3N-28

Building Information

There is no Building Information for this record.

Miscellaneous Information

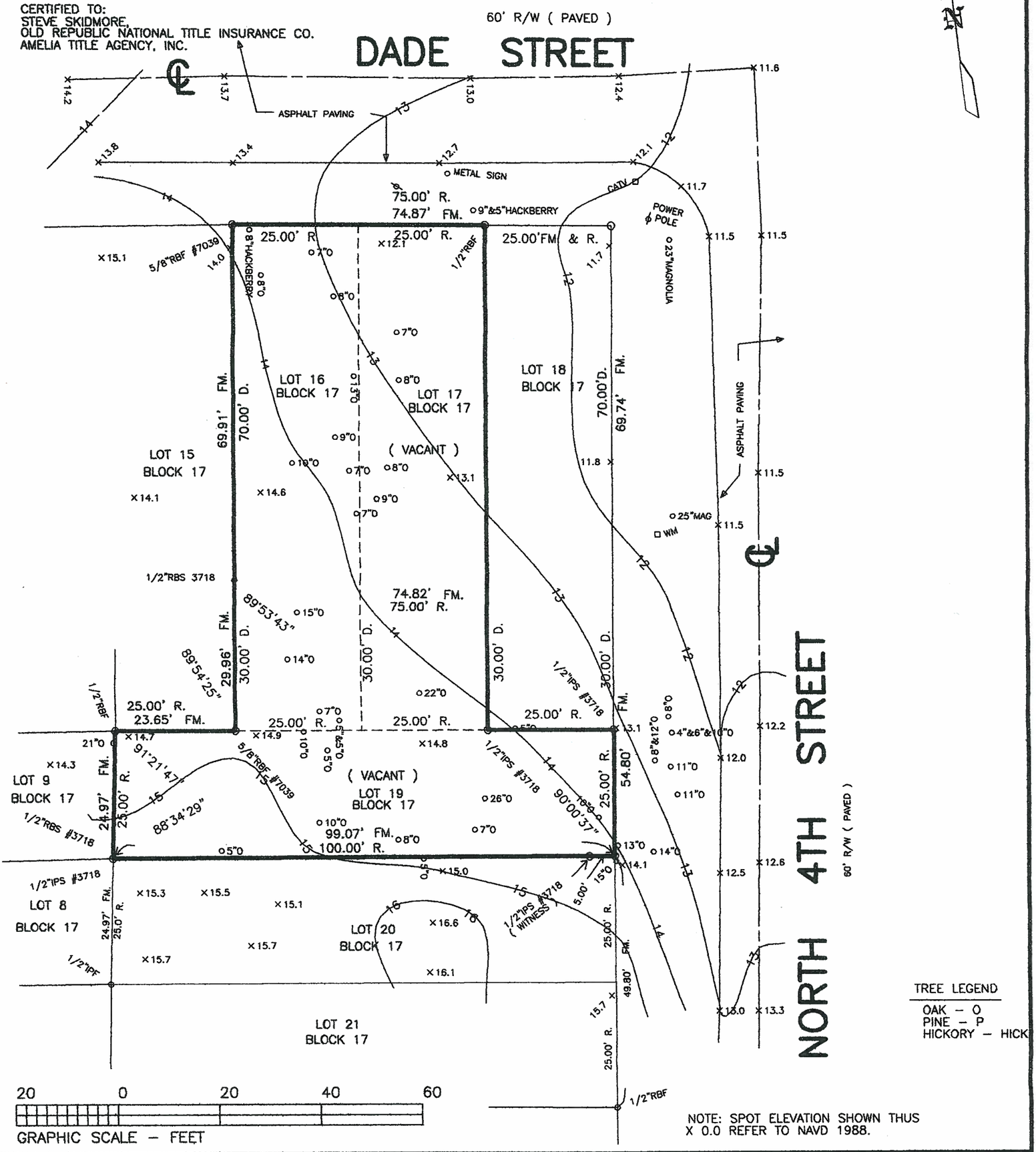
There is no Miscellaneous Information for this record.

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
10/14/2016	2078/971	2078/971	114900	WD	Q	N	CMR ISLAND PROPERTIES LLC	SKIDMORE STEVE
12/08/2015	2017/1369	2017/1369	80000	WD	U	Y	HALL CHARLES G & ANNETTE	CMR ISLAND PROPERTIES LLC
08/01/2002	1072/533	1072/533	16000	QC	U	N	TIITF STATE OF FLORIDA	HALL CHARLES G & ANNETTE

MAP SHOWING BOUNDARY AND TOPOGRAPHIC SURVEY OF
LOTS 16, 17 AND 19, BLOCK 17,
LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, AND KNOWN AND DESCRIBED UPON AND ACCORDING TO THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857, AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

CERTIFIED TO:
STEVE SKIDMORE,
OLD REPUBLIC NATIONAL TITLE INSURANCE CO.
AMELIA TITLE AGENCY, INC.



TREE LEGEND
OAK – O
PINE – P
HICKORY – HICK

NOTE: SPOT ELEVATION SHOWN THUS X 0.0 REFER TO NAVD 1988.

COASTAL LAND SURVEYORS

& MAPPERS, INC.
34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL. 904-261-8950 FAX 904-277-6650

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR CHAPTER 180-7, GEORGIA STATUTES.

LICENSED BUSINESS NO. 6412

JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

BEARINGS BASED ON N/A

PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE X AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP, COMMUNITY NO. 120172 PANEL NO. 0237F DATED 12-17-10.

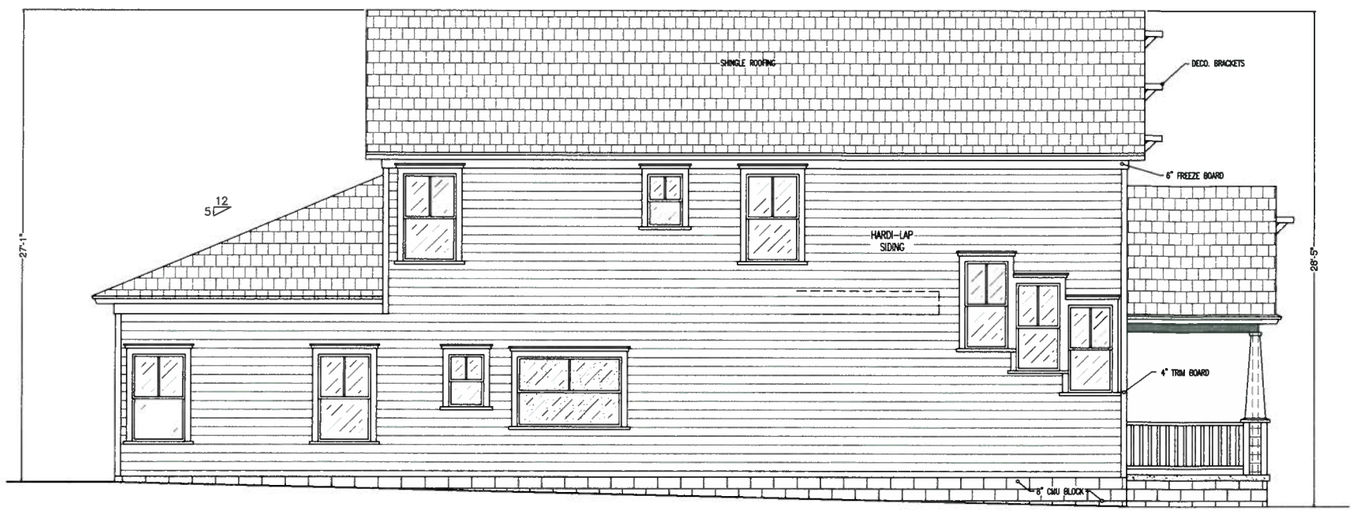
DATE OF SURVEY: SEPTEMBER 21, 2016
SCALE 1"=20'
JOB NO. 1411-08A F.B. 332

CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.

LEGEND:

IRON PIPE FOUND – IPF
IRON PIPE SET – IPS
RE/BAR FOUND – RBF
NOT TO SCALE – NTS
BUILDING RESTRICTION LINE – BRL
CONCRETE MONUMENT FOUND – CMF
STAINLESS STEEL PIPE FOUND – SSPF
RIGHT-OF-WAY – R/W
POINT OF CURVE – PC POINT OF TANGENCY – PT
CENTERLINE – ℄ OFFICIAL RECORDS BOOK – O.R.B.
POWER LINE ---P----
PLAT – P.
FIELD MEASURED – FM.
RECORD – R. DEED – D.
POWER POLE – O
CONCRETE – CONC.
FENCE ----X----
RIGHT-OF-WAY – R/W
POINT OF REVERSE CURVE – PRC
CABLE TV BOX – CATV
WATER METER – WM

THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

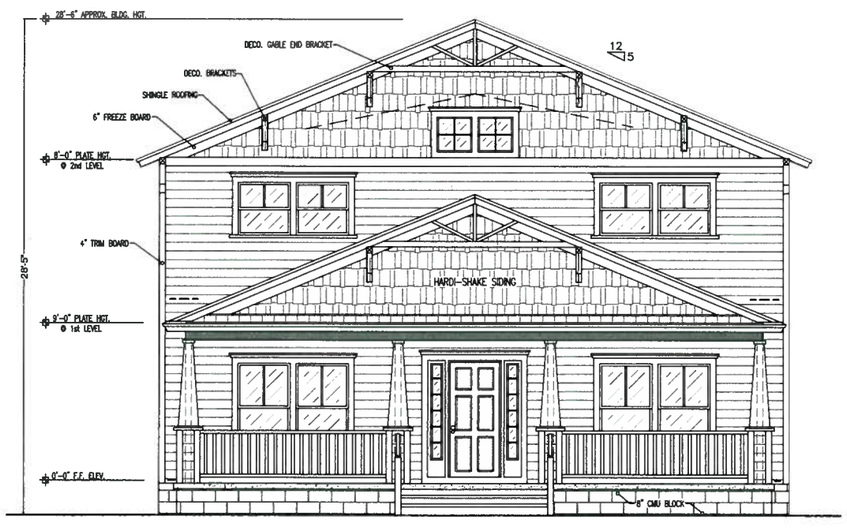


LEFT ELEVATION

SCALE: ¼"=1'

REAR ELEVATION

SCALE: ¼"=1'



FRONT ELEVATION

SCALE: ¼"=1'

RIGHT ELEVATION

SCALE: ¼"=1'

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B2.0

SHEET #	(8) OF (11)
PROJECT NAME: SKIDMORE DADE ST.	
PROJECT #:	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	11.14.16

DOWNS DRAFTING & DESIGN LLC
1020 Little Brook Ct.
Jacksonville, FL 32218
(904)536-0857
downsdraftinganddesign@gmail.com

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OWNER / BUILDER

SKIDMORE RESIDENCE

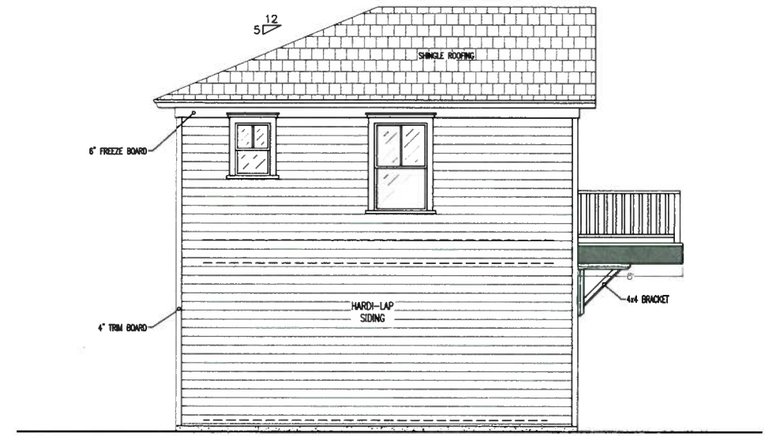
PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE, FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

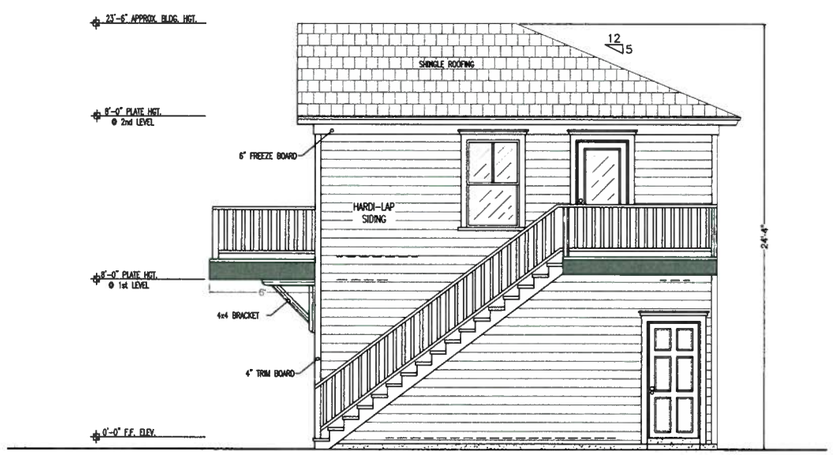
LEFT ELEVATION

SCALE: ¼"=1'



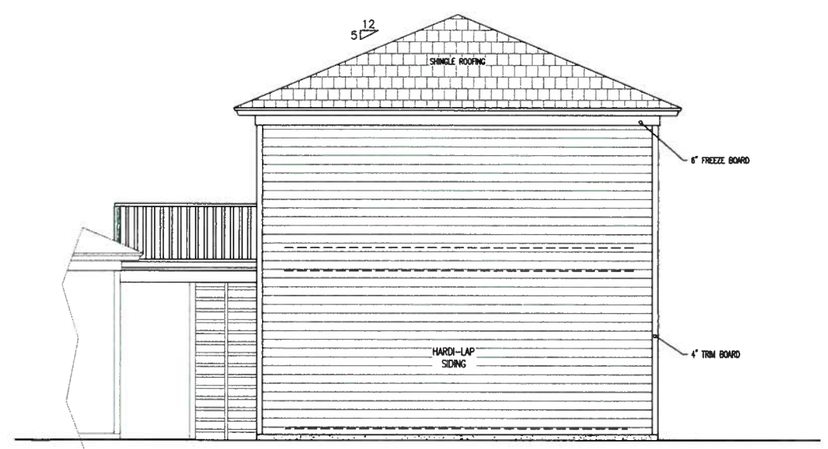
REAR ELEVATION

SCALE: ¼"=1'



FRONT ELEVATION

SCALE: ¼"=1'



RIGHT ELEVATION

SCALE: ¼"=1'

B2.1

SHEET #	(3) OF (11)
PROJECT NAME:	SKIDMORE DADE ST.
PROJECT #:	18.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	11.14.18

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(904)536-0857
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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE,FL. 32216
PHONE: (904)721-7676
FAX: (904)721-7685

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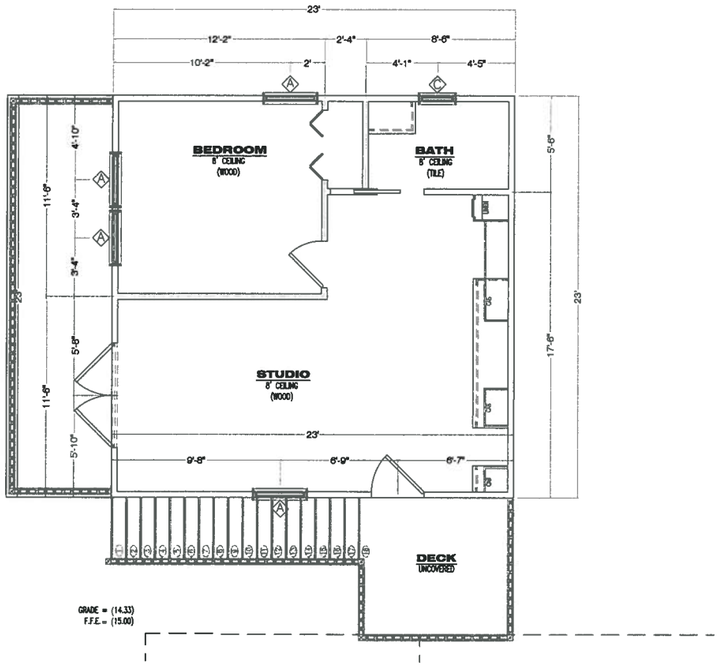
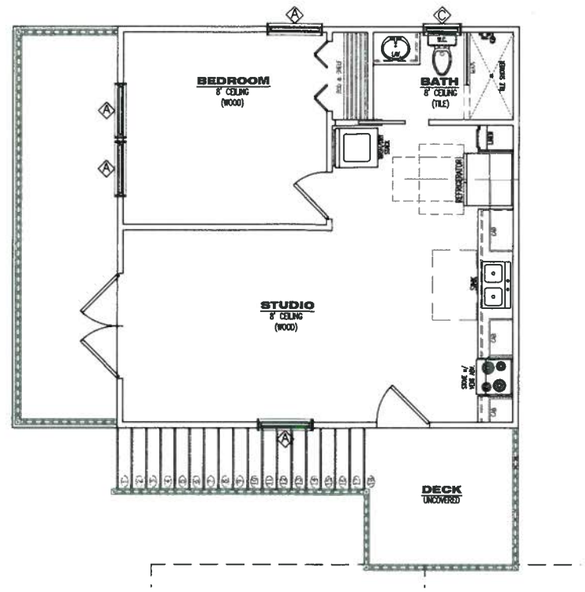


2nd LEVEL FRAMING PLAN

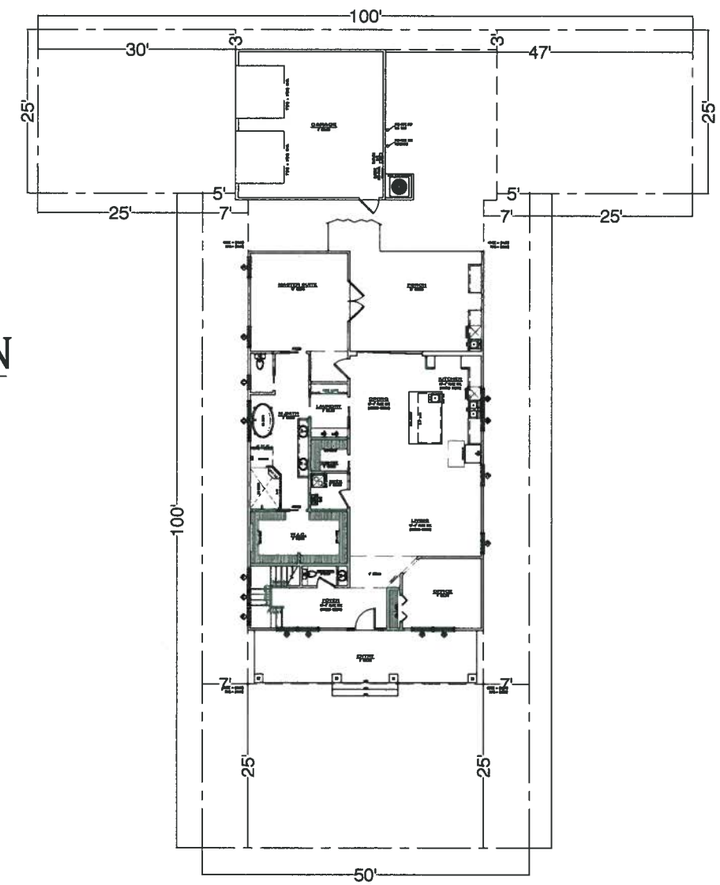
SCALE: ¼"=1'



2nd LEVEL ELECTRICAL PLAN

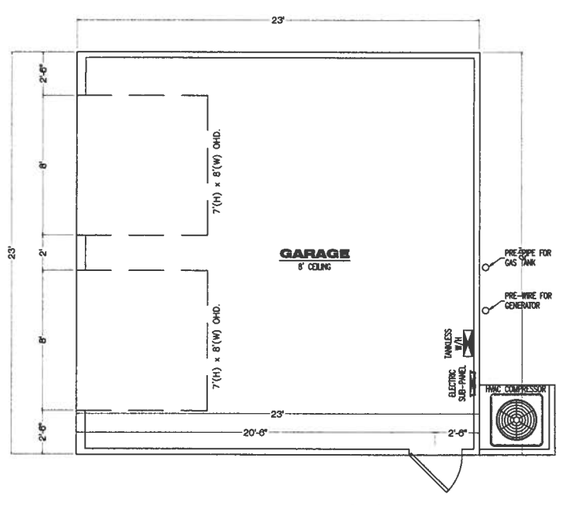
SCALE: ¼"=1'

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL LIVING	CONDITIONED	1,777 sq.ft.
2nd FL LIVING	CONDITIONED	499 sq.ft.
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
GARAGE 1st FL	UNCONDITIONED	529 sq.ft.
GARAGE 2nd FL	CONDITIONED	529 sq.ft.
TOTAL A/C		2,805 sq.ft.
TOTAL U/R		3,918 sq.ft.



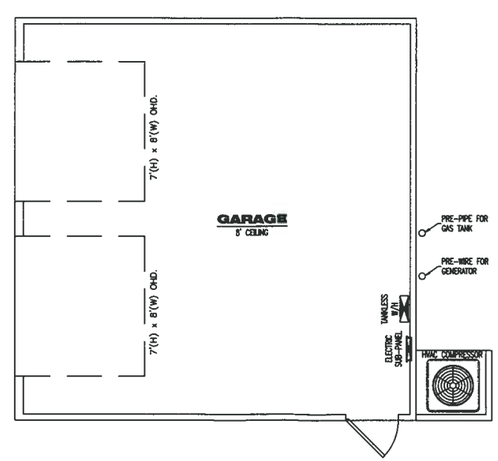
SITE LAYOUT

N.T.S.



1st LEVEL FRAMING PLAN

SCALE: ¼"=1'



1st LEVEL ELECTRICAL PLAN

SCALE: ¼"=1'

B5.0

SHEET #:	(7) OF (11)
PROJECT NAME:	SKIDMORE EMOIE ST.
PROJECT #:	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	½"=1'-0"
DATE:	11.14.16

DOWNS DRAFTING & DESIGN LLC
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Jacksonville, FL 32218
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OWNER/BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE FL. 32216
PHONE: (904)721-7676
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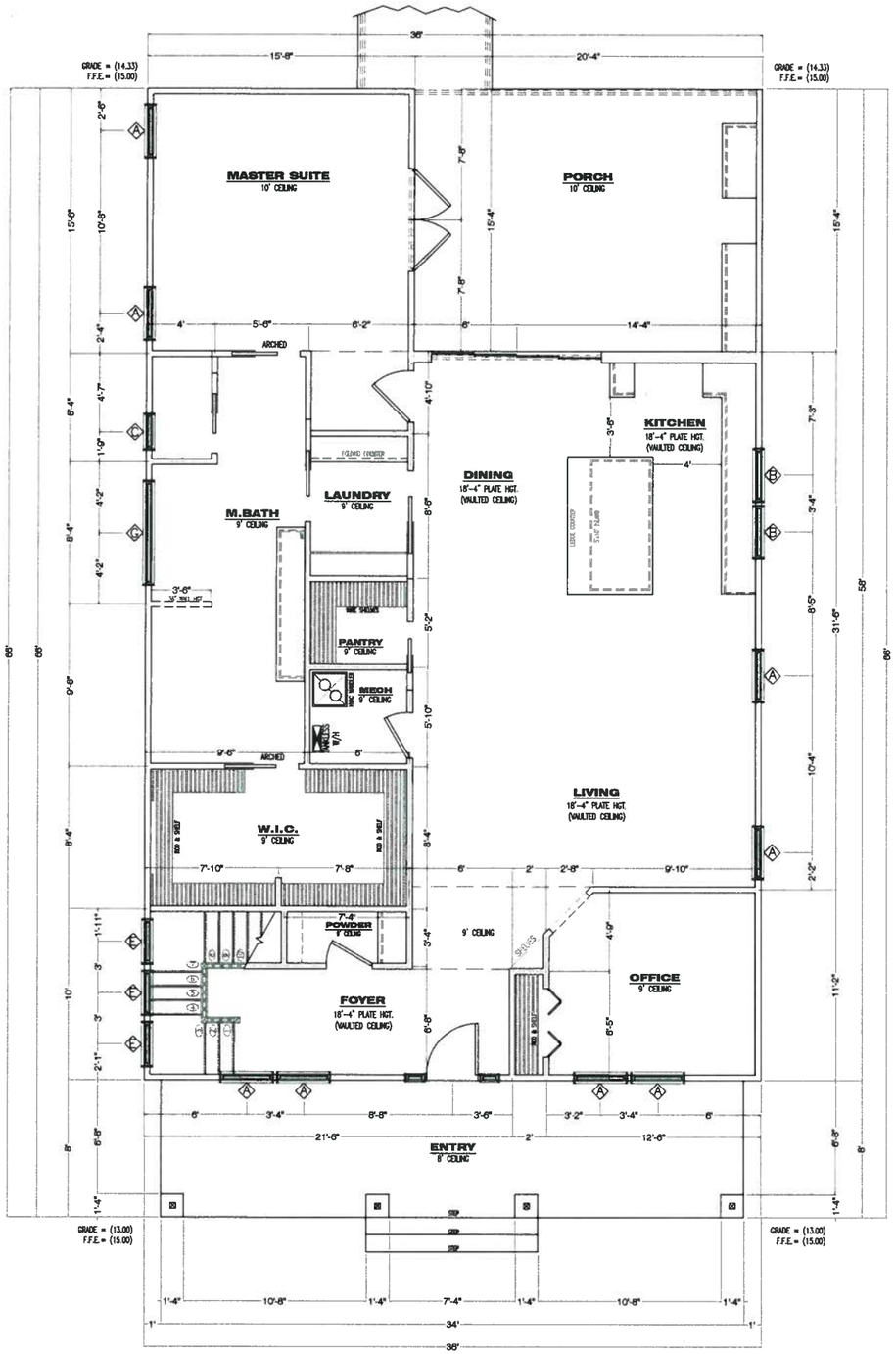
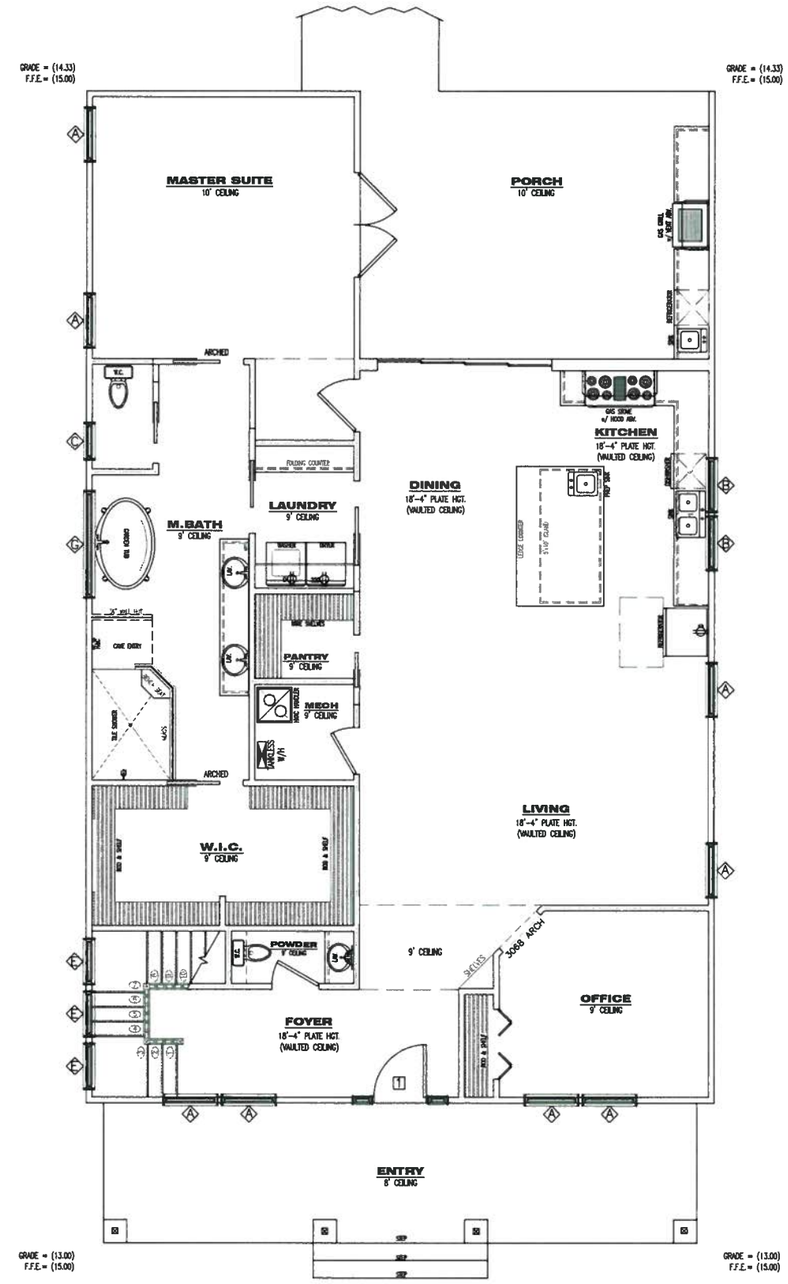


1st LEVEL FRAMING PLAN

SCALE: ¼"=1'

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL LIVING	CONDITIONED	1,777 sq.ft.
2nd FL LIVING	CONDITIONED	499 sq.ft.
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
GARAGE 1st FL	UNCONDITIONED	529 sq.ft.
GARAGE 2nd FL	CONDITIONED	529 sq.ft.
TOTAL A/C		2,805 sq.ft.
TOTAL U/R		3,918 sq.ft.



1st LEVEL ELECTRICAL PLAN

SCALE: ¼"=1'

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B5.0

SHEET #:	(7)OF (11)
PROJECT NAME:	SKIDMORE D.MDIE ST.
PROJECT #:	18.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	11.14.18

DOWNS DRAFTING & DESIGN LLC
1020 Little Brook Ct.
Jacksonville, FL 32218
(904)536-0857
downsdraftinganddesign@gmail.com

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OWNER / BUILDER

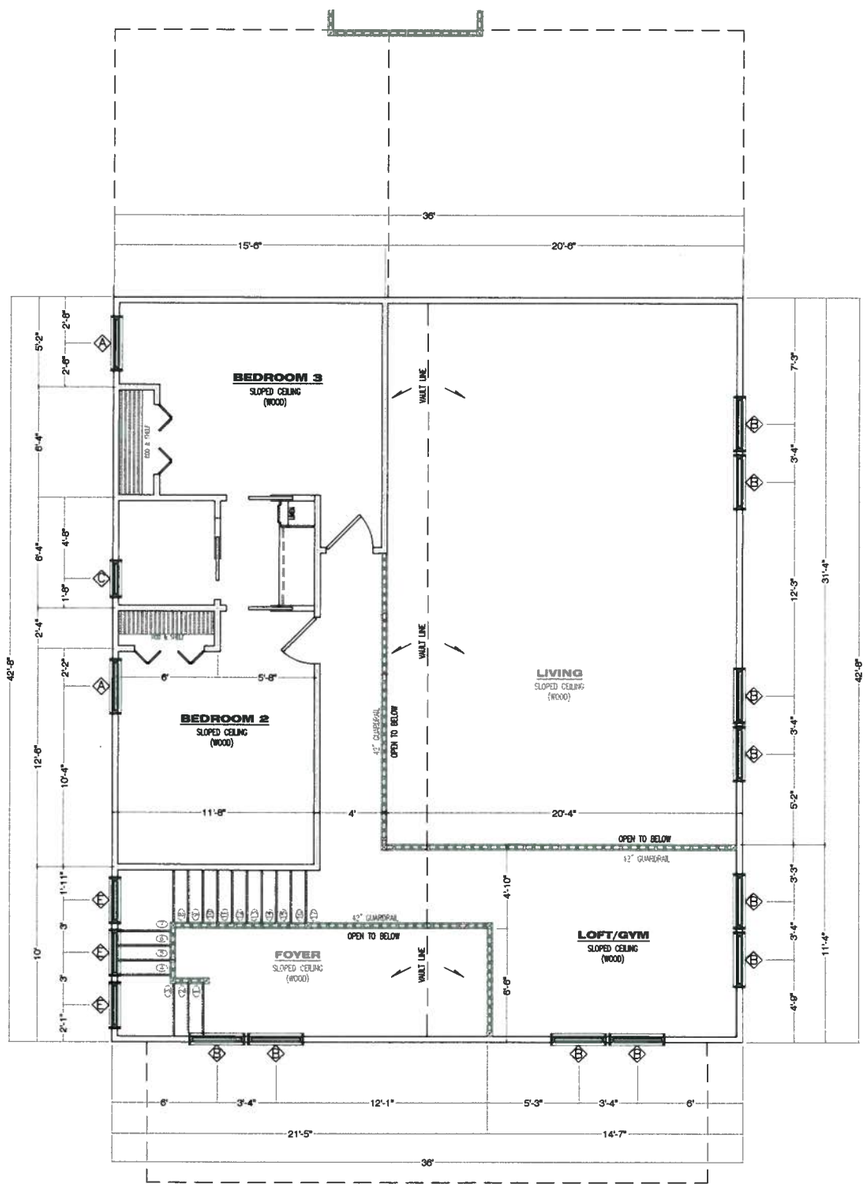
SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

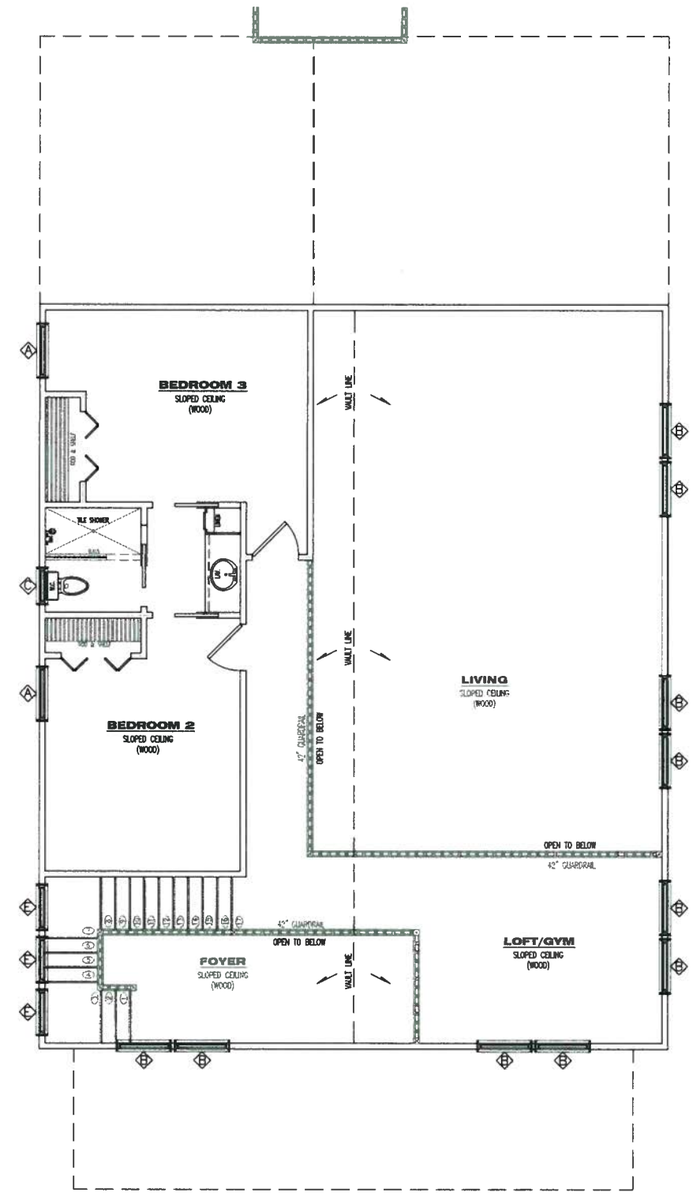
MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE,FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL LIVING	CONDITIONED	1,777 sq.ft.
2nd FL LIVING	CONDITIONED	499 sq.ft.
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
GARAGE 1st FL	UNCONDITIONED	529 sq.ft.
GARAGE 2nd FL	CONDITIONED	529 sq.ft.
TOTAL A/C		2,805 sq.ft.
TOTAL U/R		3,918 sq.ft.



2nd LEVEL FRAMING PLAN

SCALE: ¼" = 1'



2nd LEVEL ELECTRICAL PLAN

SCALE: ¼" = 1'

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B5.1

SHEET #: (8) OF (11)
PROJECT NAME: SKIDMORE DADE ST.
PROJECT #: 16.10.03
DRAWN BY: WMD
CHECKED BY: MGH
SCALE: ¼"= 1'-0"
DATE: 11.14.16

DOWNS DRAFTING & DESIGN LLC
1020 Little Brook Ct.
Jacksonville, FL 32218
(904)536-0857
downsdraftinganddesign@gmail.com

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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE, FL. 32216
PHONE: (904)721-7676
FAX: (904)721-7685

4004-4

National Trust for Historic Preservation

4004-4A
Window Screen

4004-4B
Pacific Coast

4004-4C
La Fonda Midnight

7006-1

National Trust for Historic Preservation

7006-1
Homestead Resort Jefferson White

Steve Skidmore
Dade & 4th Street Residence
Fernandina Beach Fl, 32034

Exterior Elements Profile

6" Lap Siding

Hardi-Shade Staggered Edge Siding

House Color – LA FONDA MIDNIGHT (Valspar)

House Trim – HOMESTEAD RESORT JEFFERSON WHITE (Valspar)

Architectural Shingle – CHARCOAL

Decking – BEACH DUNE (Trex) & CLASSIC WHITE (Trex)

ELAN glass

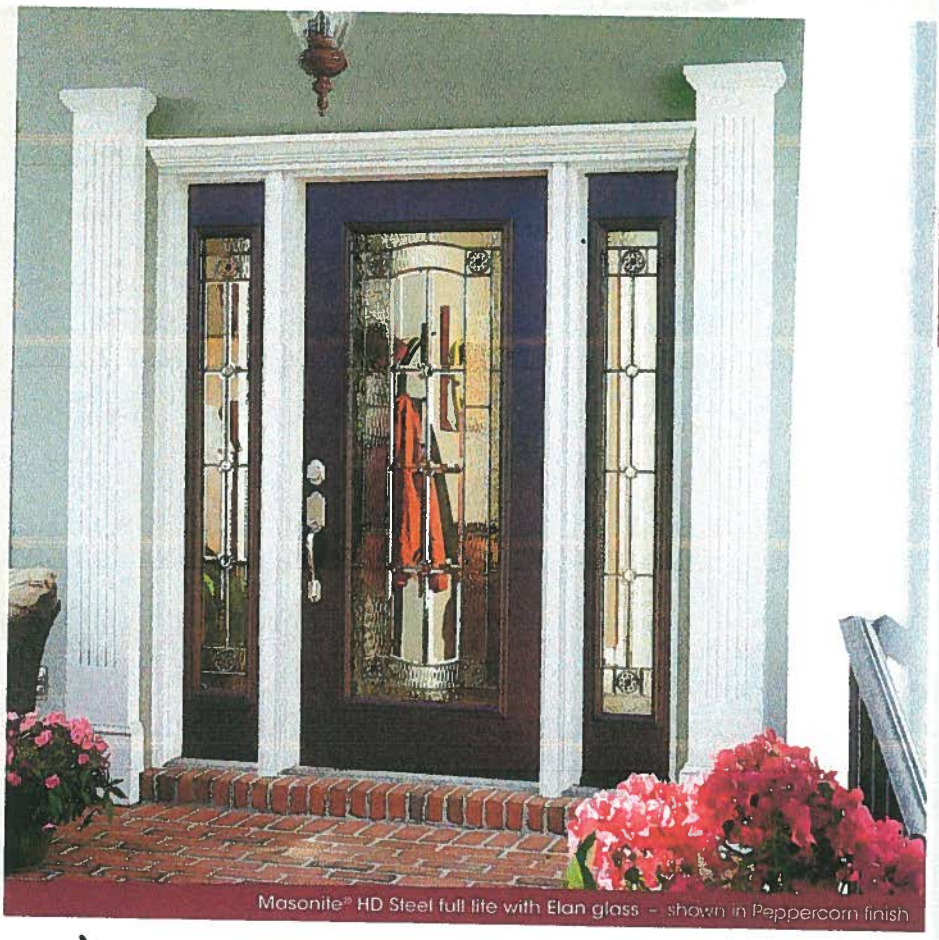
Elan features deep, hand-cut bevels and black chrome medallions to beautifully refract daylight into your home. Soft wave glass frames the door lite, and extra wide caming adds a truly distinctive touch. Celebrate your home and add curb appeal that leaves a lasting impression.

Black Chrome caming

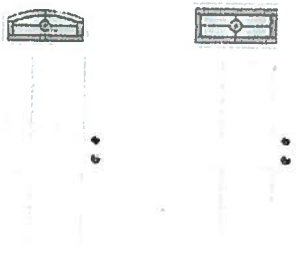
GLASS PRIVACY RATING

2

Clear — Obscure



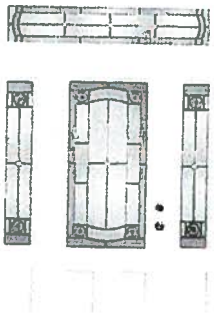
Masonite® HD Steel full lite with Elan glass - shown in Peppercorn finish



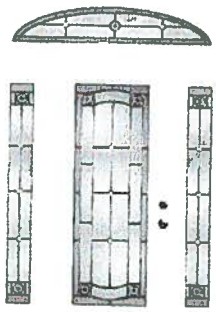
Morelite Camber-Top

Morelite

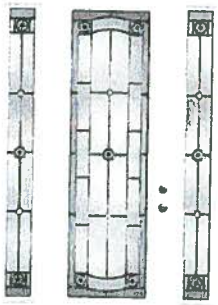
¾ Lite Hollister™



¾ Lite, Rectangle Transom, ¾ Sidelite



Full Lite, Ellipse Transom, Full Sidelite

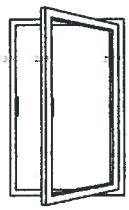


Full 8 Foot Lite, Full 8 Foot Sidelite

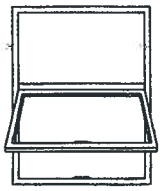
DESIGN YOUR WINDOWS IN 4 EASY STEPS

1 SELECT YOUR WINDOW STYLE*

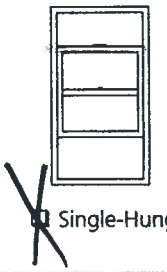
* See pages 6-8 for Product Line Availability



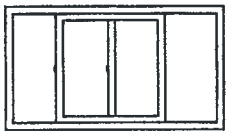
❑ Casement



❑ Awning



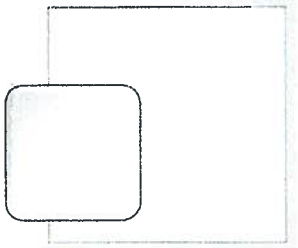
☒ Single-Hung



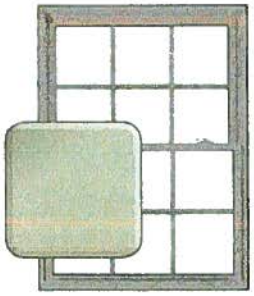
❑ Horizontal Sliding

2 CHOOSE YOUR MATERIAL AND FRAME COLOR

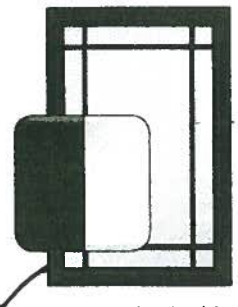
VINYL COLORS



❑ White



❑ Desert Sand



☒ Bronze Exterior / White Interior

3 CHOOSE YOUR GLASS

TINTED GLASS

❑ Gray

❑ Green

❑ Azurlite

❑ Graylite

❑ Bronze

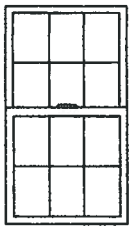
❑ Bronze Reflective

TEXTURED GLASS

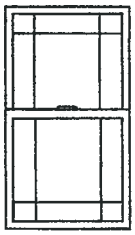
❑ Obscure

4 CHOOSE YOUR GRILLE

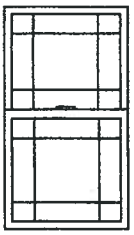
DECORATIVE GRILLES



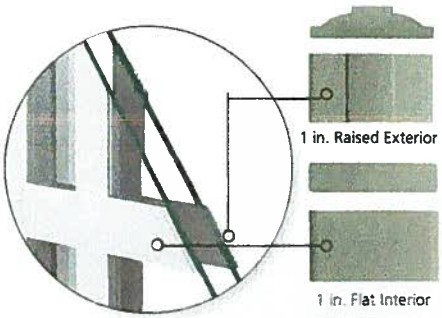
☒ Colonial



❑ Prairie Frame



❑ Prairie Glass



❑ Simulated Divided Lites (SDL)

❑ White

❑ Desert Sand

You can count on our products to be energy efficient, secure and easy to care for.

10 YEAR LIMITED WARRANTY Aluminum Products

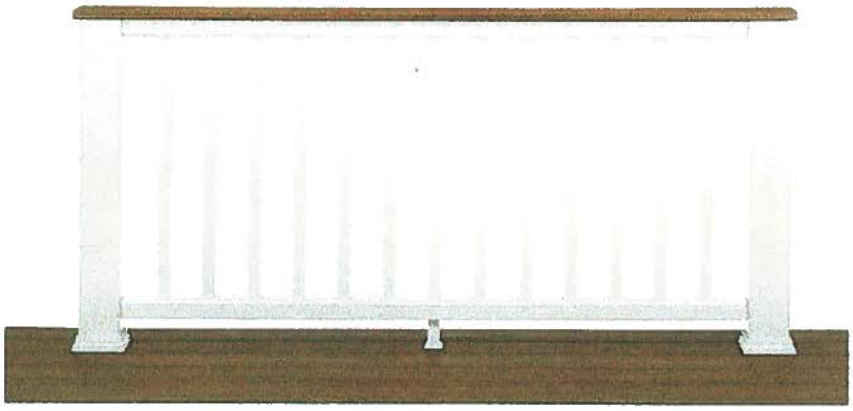
LIFETIME LIMITED WARRANTY Vinyl Products

Energy Star WE SELL ENERGY STAR

GP-1 See a look you love? Order by Trex look number through a Lowe's associate.

SPICED RUM

Trex Transcend



Coordinate It Rails: Classic White with Spiced Rum cocktail rail | Posts: Classic White
Balusters: Classic White composite

Contrast It Rails: Charcoal Black aluminum | Posts: Vintage Lantern
Balusters: Charcoal Black square aluminum

Change It Up Rails: Vintage Lantern | Posts: Classic White
Balusters: Charcoal Black round aluminum

NO
PARKING
ON
STANDING
ANYTIME

HISTORIC DISTRICT COUNCIL STAFF REPORT
HDC 2016-32 AMENDMENT
FEBRUARY 15, 2018

Owner/Applicant:	Steve Skidmore				
Property Address:	327 N. 4th Street				
Requested action:	Certificate of Approval (COA) to Amend COA to include changes that occurred during construction.				
Current zoning:	R-2				
FLUM land use category:	Medium Density Residential				
Existing uses on the site:	Vacant				
FL Master Site File #	N/A				
Year Built:	N/A				
Contributing Status:	Non-Contributing				
Adjacent Properties:	North	Single-Family Residential	R-2		
	South	Vacant	R-2		
	East	Vacant	R-2		
	West	Vacant	R-2		

All required application materials have been received. All fees have been paid. All required notices have been made.

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

CASE HISTORY	
Date	**Action**
12/15/2016	HDC 2016-32 heard before the HDC and approved (see Exhibit 2)
01/10/2018	Responding to citizen concerns, staff conducted a site visit and found work being performed beyond the scope of the approved COA (see Exhibit 3)
01/11/2018	Stop work order placed on all exterior work by Building Department
01/16/2018	Applicant paid an After-the-fact fee of $750 and submitted application to seek approval for amendments to HDC 2016-32
02/15/2018	HDC 2016-32 Amendment scheduled to be heard before the HDC

Requested Amendments

1. HVAC relocated to under exterior stairs going to guest suite above garage;
2. Add hot tub, patio, outdoor shower and privacy fence behind home;
3. Cover second story deck on rear of home and change railing to solid half-wall;
4. Add front drive and a sidewalk along the east side of house connecting front porch to previously approved drive. All drives and walkway to be pavers. Patio behind home is travertine;
5. Add gutters downspouts – white;
6. Add window on 2nd story rear of house above kitchen;
7. Change paint color at front wall at first floor to SW Classic Yellow 2865.

APPLICABLE GUIDELINES:

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. **A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
2. **The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
3. **Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
4. **Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
5. **Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
6. **Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**
   Findings: Complies ☐ Does not Comply ☐ N/A ☒

7. **Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**

   Findings: Complies ☐ Does not Comply ☐ N/A ☒

8. **Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**

   Findings: Complies ☐ Does not Comply ☐ N/A ☒

9. **New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**

   Findings: Complies ☒ Does not Comply ☐ N/A ☐

10. **New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

    Findings: Complies ☒ Does not Comply ☒ N/A ☐

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE

2.02.03 Historic District Overlays

The Historic District Overlays are intended to preserve the form, function, image, residential balance, and ambiance of the historic Centre Street and surrounding area as the ceremonial, civic, and cultural center of the City. The Overlays also cover the Old Town Historic District as well as the Amelia Island Lighthouse, Oxley-Heard Funeral Home, and Peck Center. The Historic District Overlay Boundaries are incorporated by reference through City of Fernandina Beach Ordinance numbers 526, 749, 846, 1995-12, 1997-24, and 2010-24. Areas within the Historic District Overlays shall be planned and managed following the guidelines established for the construction and renovation of buildings and use of land within the Historic Districts.

5.01.10 Fences and Walls

A. The maximum height of fences and walls shall be as set forth in Table 5.01.10(A), except where otherwise provided in this LDC.

Table 5.01.10(A). Maximum Height of Fences and Walls

Zoning District	Location	Maximum Height
RE,R1-G R-1, RLM, R-2, R-3, OT-1, OT-2, MU-1	Front yard, measured from the required front yard setback line to the front property line	4 feet
RE, R1-G R-1, RLM, R-2, R-3, OT-1, OT-2, MU-1	Side yard, measured from the required front yard setback line to the required rear yard setback line	6 feet
	Rear yard, measured from the required rear yard setback line to the rear property line	6 feet

B. Where walls or fences are proposed to be located on a common property line, the written consent of adjacent property owners shall be required.

C. Property lines shall be established by a survey prepared by a surveyor licensed in Florida not more than two (2) years prior to the date of the application for a permit to install or construct a fence.

D. Electrified fences are prohibited.

5.01.11 Swimming Pools and Pool Enclosures

A. All pools shall provide fencing or enclosures in compliance with the requirements of the Florida Building Code.
B. A screen enclosure may be installed instead of, or in addition to, a fence or wall, provided that the screen enclosure meets all the following requirements:
    1. A pool screen enclosure shall be set back from the side lot line a minimum of three (3) feet;
    2. A pool screen enclosure shall not be closer than three (3) feet to the rear lot line and shall not be required to comply with the setback from a rear lot line as set forth in Section 4.02.03(E); and
    3. A pool screen enclosure shall not exceed twenty-five (25) feet or the height of the principal structure, whichever is lower.
C. No overhead electric power lines shall pass over any pool unless enclosed in conduit and rigidly supported, nor shall any power line be nearer than ten (10) feet horizontally or vertically from the pool edge.
D. Pool equipment may be located within the side yard setback, but not closer than five (5) feet to side or rear yard lot line.
E. Lights used to illuminate any swimming pool shall be shielded and directed to avoid illuminations of adjoining properties.
F. The following setback shall be maintained and shall be measured from the pool's edge of water to the lot line as follows:
    1. The minimum front setback shall be the same as that required for a residence located on the parcel where the pool is to be constructed. However, in no case is the pool to be located closer to a front property line than the principal building is located;
    2. The minimum side setback shall be not less than eight (8) feet from the side lot line;
    3. The minimum rear setback shall be not less than eight (8) feet from the rear lot line; and
    4. In the C-2 and PI-1 zoning districts, pools that are an accessory to lodging accommodations may be located within a front yard, provided that the pool is setback at least ten (10) feet. The setback shall be measured from the front property line to the outermost feature of the pool, such as the edge of the pool deck or pool enclosure.

5.02.04 Temporary Construction and Sales Offices

Certain uses and structures are allowable during construction activities. A temporary permit is required according to procedures set forth in Chapter 11.

K. Construction and demolition debris dumpsters are permissible. However, dumpsters shall be located at least one (1) foot from all property lines. Such dumpsters are not required to meet screening requirements set forth in Section 5.01.07.

7.01.01 Access and Driveway Design Requirements

Table 7.01.01(A). Maximum number of access points per lot

Functional Classification of Frontage Street	Maximum Number of Access Points
Arterial	1 per 500 feet of frontage
Collector, City responsibility	1 per 200 feet of frontage
Local	1 per 100 feet of frontage

The following standards shall apply to all driveways or access points from a lot or parcel onto a public street:

A. The maximum number of access points for a lot is set forth in Table 7.01.01(A).
B. Platted lots of record on the effective date of this LDC which have fewer frontages than required in Table 7.01.01(A) shall be allowed one (1) access point.
C. No point of access shall be allowed within 100 feet of the intersection of the centerlines of any public street, except for single-family dwellings located on local streets intersecting with a local street, where the minimum separation shall be fifty (50) feet.
D. Access ways or driveways for corner lots shall be located on the street with the lower functional classification.
E. Driveways shall comply with the following standards:
    a. Residential driveways shall be a minimum of twelve (12) feet in width and a maximum of twenty (20) feet in width.
    b. Non-residential driveways shall be twenty-five (25) feet in width; when two (2) or more uses share a driveway, the width may be increased to thirty-five (35) feet. When a landscaped median is provided, the total width shall not exceed fifty (50) feet.
    c. The minimum inside turning radius shall be fifteen (15) feet. No part of the turning radius shall extend over the property line.
F. Concrete shall be 3,500 PSI with fiber and six (6) inches in depth in all rights-of-way.
G. The alley and driveway easements are to the property line of structures served and are not required inside the property line.
    a. For residential subdivisions on any local roadway, a secondary access may be provided through an easement for emergency vehicles.
    b. For residential subdivisions on a cul-de-sac;
    c. The maximum number of lots shall be limited to twenty (20); and
    d. The maximum length of the cul-de-sac shall be limited to 800 feet.
H. No curbs shall be cut or altered, and no points of access or openings for vehicles onto a public street shall be established, without a permit issued by the City.
I. Approval from FDOT or the County is required for any access onto a road under their jurisdiction.
J. The location, design, and construction of driveway connections shall comply with the FDOT Roadway Traffic Design Standards
K. All driveways shall be designed and constructed to comply with all drainage standards of the City and shall be improved with a permanent paving material.

8.00.01 Intent

It is declared as a matter of public policy that protection, enhancement, perpetuation and use of sites of aesthetic, archaeological, architectural, cultural, historical and paleontological merit or value is in the interests of the health, prosperity, safety and welfare of the people of Fernandina Beach. The City Commission finds that the irreplaceable loss of these resources to the community would detrimentally affect the community as a whole. It is therefore the intent of this chapter to:

A. Effect and accomplish the protection, enhancement and perpetuation of buildings, structures, improvements, sites, districts, landscape features, and archaeological and paleontological resources that represent distinctive elements of the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific, and social history;
B. Safeguard the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific and social heritage, as embodied and reflected in such structures, sites, and districts;
C. Foster awareness and pride in the accomplishments and events of the City's past;

D. Protect and enhance the City's attraction to residents, tourists, and visitors, and serve as an economic stimulus to business and industry;
E. Stabilize and improve property values and encourage compatible redevelopment;
F. Enhance the visual and aesthetic character of the City; and
G. Promote the use of individual structures, sites, and districts for the education, leisure, and welfare of the people of Fernandina Beach.

8.00.03 Relationship to Comprehensive Plan

The following standards implement Goal 11: Historic Preservation Element of the Fernandina Beach Comprehensive Plan to identify, preserve, and protect historic and cultural resources within the City.

8.01.01.01 Standards for Development in the Historic District Overlays

A. The review of proposed development within the Historic District Overlays shall be based upon the latest edition of Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings from the U.S. Secretary of Interior.
B. The review of proposed development within the Historic District Overlay shall also be based upon compliance with the Downtown Historic District Guidelines, dated December 1999, as amended from time to time. The review of proposed development within Old Town shall be based upon compliance with the Old Town Preservation and Development Guidelines, dated June 1999, as amended from time to time.
C. In addition to standards applicable to the underlying zoning district, new construction within the Historic District Overlay shall be compatible with the existing character of the landmark or the district. Compatible design means architectural design and construction that will fit harmoniously into the district or the landmark site. New construction shall be compatible in scale, materials, and quality of construction with adjacent buildings and structures that have been designated.
E. Fences proposed within designated historic districts shall be compatible with the historic style and character of the district, shall not be vinyl, and shall require a certificate of appropriateness, as set forth in Chapter 11.

8.02.02 Historic District Council Roles and Responsibilities

The HDC shall have the duty and responsibility to:

C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.

8.03.10 Enforcement; Penalties; Injunctive Relief

A. Enforcement
    1. The City shall promptly stop any work attempted to be done without or contrary to a Certificate of Approval issued under this chapter.
    2. Any sign or exterior illumination of walls, exterior roofs, or appurtenances of buildings displayed contrary to the provisions of this LDC shall be removed.
    3. If the owner of the structure or building fails to correct the defects as outlined in this section, after knowledge of the existence of such defects has been brought to his attention, the owner shall be found in violation of this LDC, and shall be subject to a fine.
B. Penalty; restoration of building to former appearance
    1. A violation of this LDC shall be a separate offense for each day or portion thereof during which any such violation continues to occur and each offense shall be punishable by a

fine.

2. Any person who demolishes, alters, or constructs a building or structure in violation of this chapter shall be required to restore the building or structure and its site to its appearance prior to the violation. This civil remedy shall be in addition to and not in lieu of any civil or criminal prosecution and penalty.

8.03.03 Application Process for Certificate of Approval

A. A Certificate of Approval is required before a permit is issued for work on a historic landmark or site, any property in a historic district (either contributing or noncontributing), or any property in the CRA Overlay.

DOWNTOWN HISTORIC DISTRICT GUIDELINES

PORCH STAIRS AND RAILINGS (pg. 87)

If porch stairs or railings are in need of replacement, match new components to the original porch in terms of design and materials.

1. All elements of a historic porch, including steps and railings are important to the architectural integrity of the building. Retain these components when possible.
2. Porch steps and railings are subject to regular use. Check them often and make repairs with materials that match the original.
3. If an individual porch step and rail requires replacement, use materials that match the originals.
4. The use of materials such as brick, concrete, or wrought iron steps for wooden front porches is not recommended.
5. Do not use pre-cast concrete steps on entrances that are in public view.
6. If desired, adding wooden or metal handrails may be appropriate if they are compatible with the style and design of the building.
7. In most cases, balusters or railings must be a minimum of finished dimensions of three inches by three inches. Simple painted wood railings with balusters between the top and bottom rail are generally appropriate.

ROOFS (pg. 88)

The purpose of a roof is to cover and protect the rest of the building from the elements, making it is one of the most important parts of a building. Regular roof maintenance is essential. A roof's size and visibility tend to restrict any change in its shape or materials, as this would drastically alter the appearance of the entire building. Original roofing materials in Fernandina Beach include wood shingles and standing seam metal; however, much of these original materials have been lost due to hurricanes and storms. New roofing materials of asphalt, metal, and fiberglass are appropriate for the district.

1. Retain, maintain, and repair historic roof forms and materials.
2. Where damage has occurred, retain as much historic material as possible, replacing only individual elements.
3. If overall deterioration is beyond the repair, substitute materials may be used. Select substitute materials that will best support the historic character of the building and the district. Match original materials whenever possible.
4. Roof maintenance extends to keeping gutters and downspouts clean and in good repair.
5. Inspect regularly for leaking roofs, gutters, and downspouts, and make repairs.

6. Regularly check for and secure loose or missing flashing; if flashing is deteriorated, replace it with high-quality materials. Fasten aluminum flashing with aluminum nails and paint.
7. Ensure proper ventilation to prevent condensation.
8. Provide adequate anchorage for the roofing material to guard against wind and water damage.
9. Check seams of metal roofs and keep metal surfaces painted except for copper roofs, which are protected by their patinas.
10. Secure metal roofs with metal fasteners that are compatible with the roofing material.
11. If supporting material has deteriorated below a slate or cement-tile roof, carefully remove and retain the tiles, repair the supports, and reinstall the tiles using copper nails to nail slate tiles to the roof.
12. If solar panels, skylights, rooftop satellite dishes, or other modern roof elements are used, install them out of public view. Use the smallest satellite dish possible.

WINDOWS (pg. 91)

Windows are functional and aesthetic, helping to convey a building's particular style. Windows allow light into the interior of a building, provide ventilation, and allow a visual connection to the outside. Their spacing divides a building into distinct sections, or bays, which defines the elevation.

There are numerous types and sizes of windows in addition to a variety of designs of sills, lintels, decorative caps, and shutters. Preserving windows and their components helps uphold the architectural integrity of the district as a whole.

1. Preserve historic windows.
2. Patch, paint, putty, and weather strip historic windows as needed in order to restore them to their original conditions. See guidelines for wood for more detailed repair information.
3. If damage to a historic window is beyond repair, replace it entirely. However, when possible, replace only damaged components and retain as much historic material as possible. To test for condition, stick an ice pick into the sill or bottom rail of the frame; if it penetrates more than half an inch into the wood, the frame may require replacement.
4. If the majority of windows are beyond reasonable repair, wood windows should be replaced with wood windows to match the original.
5. To boost energy conservation, opt for the installation of storm windows over replacement of historic windows.
6. Window tinting should be limited and allow the window to be largely transparent.
7. Select storm windows with a design that allows for full view of the historic windows or that match the pane configuration of the windows.
8. Retain historic shutters and blinds.
9. If new blinds or shutters are installed, use ones that are constructed of wood and sized and installed like historic working ones and are based on physical or photographic evidence. Operable shutters are preferred.
10. The installation of vinyl shutters is not appropriate. Vinyl is not a sustainable material and its plastic appearance is not similar to wood.
11. The installation of "bahama" style shutters is appropriate if the property owner can demonstrate the dwelling originally had such shutters through photographic or physical evidence.
12. Do not change the number, location, size, or glazing pattern of windows by cutting new openings, blocking in windows, or installing replacement sashes that do not fit the historic openings.
13. Do not install bars in windows visible from the street.
14. Do not use snap-in or flush muntins on historic buildings or new infill.

15. Re-use serviceable hardware and locks as long as they are reversible and do not result in damage to historic elements.
16. The installation of temporary storm shutters to protect windows is appropriate as long as they are reversible and do not damage the historic fabric of the property.

FENCES AND WALLS (pg. 97)

Walls and fences, including gates, are found throughout the district. Their continued use is appropriate. Regularly maintain and make repairs to existing historic walls and fences instead of replacing them. Fences that are incompatible with the surrounding sites, like chain link, split rail, or stockade fences in areas where picket or iron fences predominate, are discouraged. The removal of incompatible walls and fences is encouraged.

1. Preserve historic fences and walls.
2. Construct new fences and walls using materials that predominated historically or that visually match these materials. Wood or metal for new fences and brick for new walls are generally appropriate materials.
3. Paint new wooden fences to complement their adjacent houses. Construct front-yard fences to a maximum height of four feet tall and with pickets set less than three inches apart and less than four inches in width.
4. New metal fences should not exceed four feet in height.
5. Use solid wood board fences in back yards only. Construct them to be less than six feet tall and paint them to blend with the building.
6. Locate non-traditional fences such as split or horizontal rail, railroad tie, or timber fences at rear yards or where not visible from the street. Chain link fencing is not recommended within the district.
7. The installation of vinyl fencing is prohibited for yards of houses in the historic district per the LDC. Vinyl is not a sustainable material and does not convey the same appearance as historic fencing materials such as wood or brick.

GROUND SURFACES (pg. 99)

Historic sidewalks, driveways, planting patterns, and grades should be preserved. If replacements or new elements are required, patterns of placement and material should be retained.

1. Follow guidelines for masonry to retain and maintain historic placement, materials, and design for ground surface elements like walkways and drives.
2. Keep landscaping maintained so that vegetation does not cause damage to masonry features.
3. Maintain compatibility between private ground materials like walkways and drives and public materials like sidewalks.
4. Traditional materials such as brick pavers, oyster shell, gravel, and concrete are recommended for new ground surfaces. Patterned concrete and permeable concrete are also acceptable and preferred over asphalt. Concrete ribbons, versus complete coverage of a driveway area, were commonly used. Their design is traditional and also decreases the amount of water run-off.

ANALYSIS:

Site Visit 1/11/18

Staff conducted a site visit on the evening of 1/1/18 and found the following violations related to the construction and site work being performed:

- Improper placement of temporary roll-off dumpster on adjoining property (Lot 18).

- Improper placement of portable toilet in city right of way.

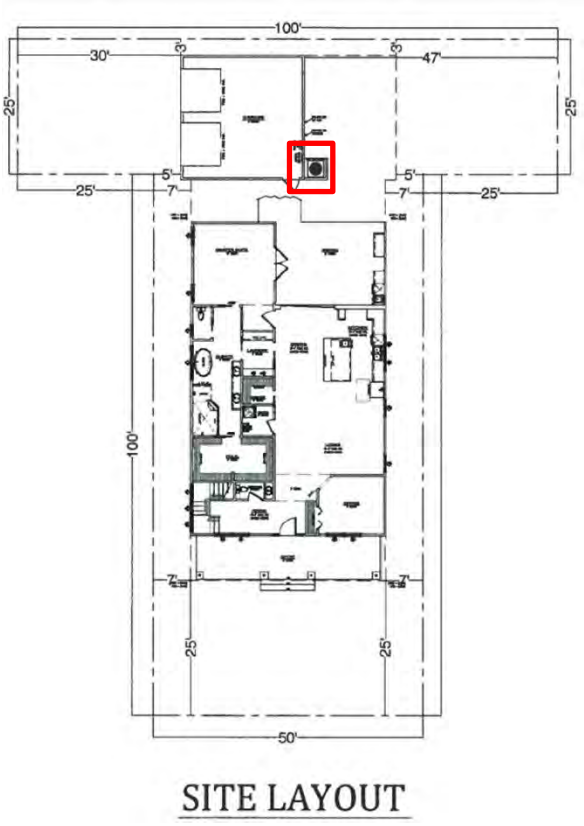
- Tree protection and silt fencing not in place. Soil from site washing out onto adjoining lots, city right of way, and N. 4th Street.

The violations relating to the site work were discussed with the applicant the following day, and the applicant worked quickly to resolve all of the above issues over that weekend and submitted pictures that Monday, 1/15/2018 demonstrating compliance. At this time, all of the above noted violations related to site work/construction have been resolved and no further action is required for these items.

During the 1/11/2018 Site visit, a number of elements of the project were observed that varied from the approved scope of work reviewed through HDC 2016-32, or were not included in that scope of work. City of Fernandina Beach Building Department verified that they had not received any revisions to the original building permits, and had not reviewed any of the changes/additions seen occurring at the site.

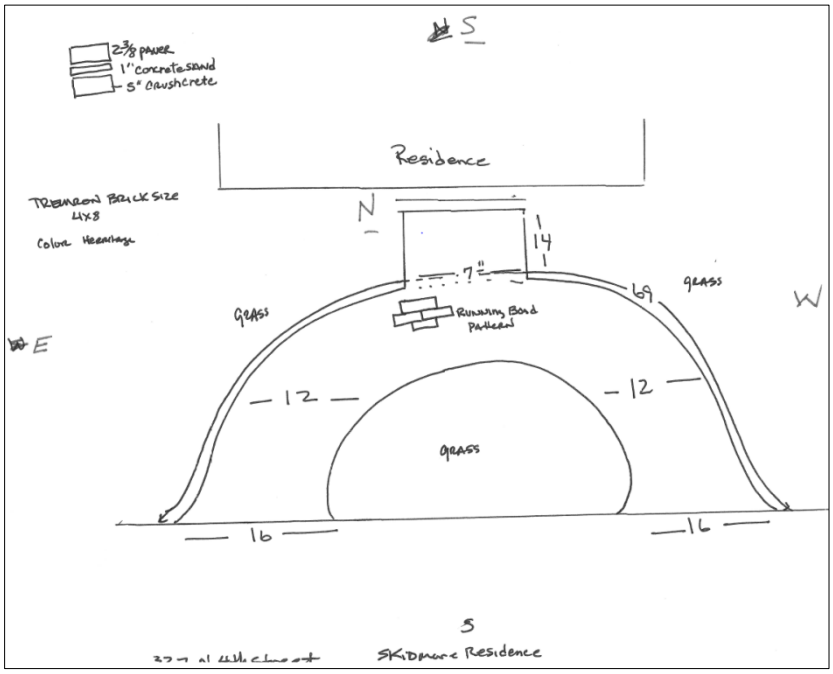
Work outside the scope of HDC 2016-32 included:

- **Mechanical Equipment** - Mechanical equipment had been relocated from the rear yard to the breezeway between the primary and accessory structures.



Staff Analysis – moving the mechanical to the location under the stairs has not had a negative impact on the project and is still appropriately screened from view from the right of way.

- **Driveway/Walkway** - Driveway surface changed from concrete to brick pavers. A circular drive was added at the front yard, also of brick. A brick walkway connecting the two driveways was added.



Staff Analysis – brick pavers are a traditional paving material and are appropriate for use on drives and walkways in the historic district. The two additional curb cuts at the front yard will also require approval from the Streets Department through a Right of Way Use Permit before an HDC Final Inspection can be completed.

- **Windows (design)** – windows used on the project are 2/1 grille between glass. Information provided by applicant for review called out the grille pattern of the windows, but did not specify whether they were seeking approval for grille between glass (GBG) or simulated-divided lite (SDL). Grille between glass is not permitted in the historic district. This issue was not addressed at the HDC hearing, as it was not clear that applicant was seeking approval for GBG windows.

Staff Analysis – Although GBG windows are prohibited in Fernandina Beach's Historic Districts, staff believes that this requirement is unclear to applicants unless specifically called out by staff or the board. At the time of this application was initiated, the only place where the window requirement appeared in writing was on page 93 of the guidelines as item #14 *"Do not use snap-in or flush muntins on historic buildings or new infill*." This section deals primarily with the treatment of historic windows and is often overlooked by applicants designing for new construction. "*Guidelines for New Construction"* begins on page 108 of the Downtown Historic District Design Guidelines and, although it speaks to compatibility of new construction, it does not address the issue of raised muntins (grilles). Staff feels that due to this being unclear to most applicants, it would be inappropriate to retroactively enforce this requirement upon the applicant.

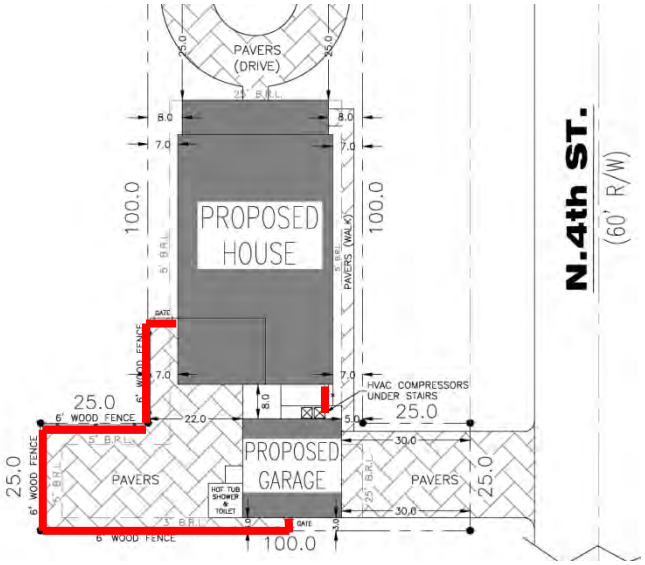
Since this approval came through HDC for review, the HDC application has been updated (1/25/18) and now includes the Historic District Council Windows List, which includes language about the requirement to have raised muntins. Staff is also looking into possible updates to the Land Development Code and design guidelines to further clarify this requirement.

- **Windows (additional)** – The applicant has requested approval for a change to the rear elevation of the principal structure to include a change in the roof design and the addition of a window at the rear gable.

Staff Analysis – The additional window and change in roof design to not detract from the overall design of symmetry of the home and are an appropriate change to the approved plans.

- **Fencing** – During the site visit it was noted that a horizontal board fence was under construction at the rear of the accessory structure that was not part of the original COA. The fence was over the allowable 6 foot height, and appeared to be still under construction.

Staff Analysis – After speaking with the applicant about the issues with the fence, the applicant had the structure disassembled. The applicant is seeking approval to construct a more traditional 6-foot high wood fence similar in design to the one shown below. The fence will be stained Minwax *Classic Gray.* The fence is shown to be located off of the common property line, so written consent from adjoining property owners is not required. The proposed fence meets all height and setback requirements per LDC 5.01.10.

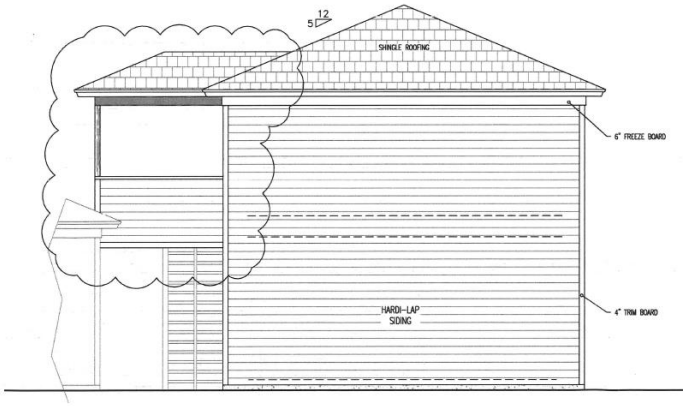


- **Patio/Hot Tub/Outdoor Shower** – During the site visit it was noted that a travertine patio was added to the rear yard that was not included in scope of the project COA. The patio features a hot tub and enclosed outdoor shower area.

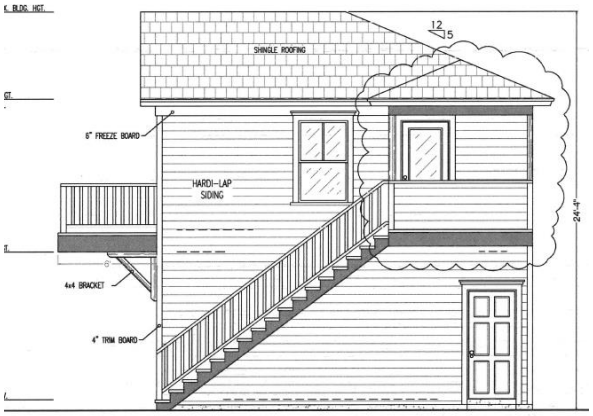
Staff Analysis – Hot tubs must follow the same setbacks as swimming pools, as outlined in LDC 5.01.11. Setbacks are not specifically called out on the plans, but the hot tub appears to comply with all setback requirements. The patio itself is paved with a travertine paver. Although a non-traditional material for the historic district, the patio is located in the rear yard and is not visible from either the Dade Street or N. 4th Street right of way. The outdoor shower enclosure, considered a landscape feature, is made of wood and is an appropriate addition to the outdoor space.

- **Accessory Structure Stairs/Roof** – During the site visit it was noted that the landing at the top of the stairs on the accessory structure varied from the approved plans. The roofline had been extended to roof over the stair landing area, and the railings at the top of the stairs had been changed to half-walls clad in siding.

LEFT ELEVATION



RIGHT ELEVATION



FRONT ELEVATION

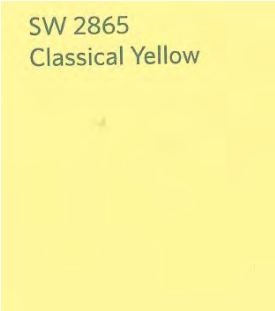
Staff Analysis – The additional roof mass on the accessory structure adds to an already wide expanse of roof. The enclosure of the railings at the 2nd floor landing further visually emphasizes the mass of this elevation. Staff recommends removal of the half-wall and reverting to the railings as approved. This would allow for the roof over the landing, while maintaining and visual openness between the principal and accessory structures.

- **Gutters** – Applicant would like to add white gutters and downspouts for stormwater management.
  Staff Analysis – The addition of gutters is a recommended and appropriate addition to the plan.

- **Paint color** – Applicant seeks approval to change the color of the lower half of the front elevation to SW *Classic Yellow* 2865.

Subject Property

Inspiration Home for Colors/Use



Staff Analysis – Although this a non-traditional use of colors, the colors chosen would have existed and been seen in Fernandina during its period of significance. Staff recommends approval of the addition of this second color (SW *Classic Yellow* 2865).

STAFF RECOMMENDATION:

Staff finds that the requested action is substantially consistent with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant Approval.

Staff recommends APPROVAL of this amendment to HDC 2016-32 with the following conditions:

1. Paver drive at front yard be granted conditionally pending approval of a Right of Way Use Permit; and
2. Enclosed half-wall at top of stair landing of accessory structure be modified to reflect approved design (roof to remain).

MOTION TO CONSIDER:

I move to **approve or deny** this amendment to HDC case number 2016-32 **with or without** conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

That HDC case 2016-32 amendment, as presented, **is or is not** substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

LIST OF EXHIBITS:

EXHIBIT 1 **HDC 2018-01 Amendment Application & Backup Materials**

EXHIBIT 2 **Revised Plans and Elevations**

EXHIBIT 3 **1/11/2018 Site Visit Photos**

EXHIBIT 4 **Photos Showing Resolution of Site Issues (Dumpster, Portable Toilette, Silt Fence)**

EXHIBIT 5 **Photos Provided By Applicant**

EXHIBIT 6 **HDC 2016-32 Agenda Packet as Presented December 6, 2016**

Respectfully Submitted,

Salvatore J. Cumella
Historic Preservation Planner

HDC 2016-32 Amendment

EXHIBIT 1

Application and Backup Materials

OFFICE USE ONLY
REC'D: 1/16/18 BY: SJC
PAYMENT: $ 750.00 TYPE ✓#1593
APPLICATION #:
HDC CASE #: 2016-32 (amendment)
APPLICATION COMPLETE: Y ✓ N___
PRE-CONFRENCE: Y ✓ N___ DATE _____

BOARD MEETING DATE: Feb. 15 2018
PLANNER: _____ DATE: _____
___ APPROVED ___ DENIED

APPLICATION FOR HISTORIC DISTRICT COUNCIL COA

APPROVAL TYPE:	☐ Staff Approval	☑ Board Approval: Conceptual _____ or Final _____

PROJECT TYPE:

☐ New Construction ☐ Addition ☐ Alteration ☐ Relocation ☐ Demolition ☐ Variance (After the fact COA)
☐ Repair ☐ Point ☐ Fence ☐ Sign ☐ Re-roof ☒ Other: revise 1st application

PROPERTY INFORMATION

Street Address: 327 N 4th Street
Historic District: ☒ Downtown ☐ Old Town ☐ CRA Waterfront
Parcel Identification Number(s): 00-00-31-1800-0017-0160
Zoning District: _____ Lot / Block Number (optional) _____

Owner of Record	Applicant or Agent
Owner(s) Name Steve Skidmore	Applicant Name SAME
Corporation or Company 5308 Anthony Lone	Corporation or Company
Street Address	Street Address
City State Zip Sarasota FL 34233	City State Zip
Telephone Number 859-802-1060	Telephone Number
Fax Number	Fax Number
Email Address	Email Address

PROJECT DESCRIPTION

Part 1. Describe The Existing Conditions and Materials. Describe the existing structure(s) on the subject property in terms of the construction materials and site conditions, as well as the surrounding context.

Part 2. Describe The Proposed Project and Materials. Describe the proposed project in terms of size, affected architectural elements, materials, and relationship to the existing structure(s). Attach further description sheets, if needed.

New construction -- revision of originally approved structure -- see plans. Major changes include:

1. Relocate HVAC to under exterior stairs going to guest suite above garage
2. Add hot tub , patio, outdoor shower and privacy fence behind home
3. Cover 2nd story deck on rear of home and change railing to solid 1/2 wall
4. Add front drive and a sidewalk along east side of house connecting front porch to previously approved drive. All drives and walkways are pavers. Patio behind the home is travertine.
5. Add gutters and downspouts - white
6. Add window on 2nd story rear of house above kitchen

List proposed materials and colors, as applicable:

Project Scope	Type, Material, Brand	Color
Exterior Fabric	Same as previously approved -- added yellow wall under exterior front porch	SW Historic Color Classical Yellow 2865
Doors	Front door - Mahogany with glass at top - sidelights As previously approved	
Windows	Add window on 2nd story rear of house to allow light into kitchen All others as previously approved	same as previously approved
Roofing	As previously approved	
Fascia/Trim	As previously approved	
Foundation	As previously approved	
Shutters	As previously approved	
Porch/Deck	Deck on 2nd story of the rear of the home to be covered and railings enclosed -- all finishes to match those previously approved for the home	
Fencing	Add 6' privacy fence around house -- see site plan & photos	Stained Minwax Classic Gray
Driveways/Sidewalks	Add front circular drive in front of home. Add sidewalk along east side of house connecting front porch to drive in rear.	Pavers -- red brick
Signage	N/A	
Other	Add gutters and downspouts Original plan called for Trex porch -- we used PT lumber to be stained Mixwax Classic Gray	White

Please submit all product brochures, paint color samples, and material samples with your application.

CERTIFICATION

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and have read and understand the following:

1. I/We hereby attest to the fact that the above supplied property address(es), parcel number(s) and legal description(s) is (are) the true and proper identification of the area of this petition.

2. I/We authorize staff from the Community Development Department to enter onto the property in question during regular city business hours in order to take photos which will be placed in the permanent file.

3. I/We understand that the COA review time period will not commence until your application is deemed complete by staff and may take up to 10 days to process. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

4. I/We understand that, for Board review cases, an agenda and staff report will be available on the City's website approximately one week before the Historic District Council meeting.

5. I/We understand that the Historic District Council meetings are conducted in a quasi-judicial hearing and as such ex-parte communications are prohibited (Communication about your project with a Historic District Council member).

6. I/We understand that the approval of this application by the Historic District Council or staff in no way constitutes approval of a Building Permit for construction from the City of Fernandina Beach Building Department.

7. I/We understand that all changes to the approved scope of work stated in a COA have to be approved by the HDC before work commences on those changes. There will be no charge for a revision to a COA. Making changes that have not been approved can result in a Stop Work Order being placed on the entire project and/or additional fees/penalties.

8. I/We understand that any decision of the HDC may be appealed to the City Commission, with the exception of variances, which may be appealed to a court of record as outlined in Section 10.02.04(D) of the Land Development Code. Petitions to appeal shall be presented within thirty (30) days after the decision of the HDC; otherwise the decision of the HDC will be final.

*9. I/We understand that Certificates of Approval are only valid for **one year** from issuance. They are renewable for six months without cause, and for an additional six months, upon showing of good cause by the applicant. The applicant must submit all requests for extensions in writing and provide appropriate support documentation, if needed.*

1-15-18

Date **Signature of Applicant**

STATE OF FLORIDA
COUNTY OF NASSAU } SS

VALERIE M. AARON
MY COMMISSION # GG496
EXPIRES: June 08, 2020

Subscribed and sworn to before me this 15 day of January, 2018.

Valerie Aaron — Valerie Aaron — 6-8-2020

Notary Public: Signature — Printed Name — My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Steve Skidmore
(print name of property owner(s))

hereby authorize: Johnson Home Builders Inc
(print name of agent)

to represent me/us in processing an application for: Historic District
(type of application)

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

(Signature of owner) **(Signature of owner)**

STEVE SKIDMORE
(Print name of owner) **(Print name of owner)**

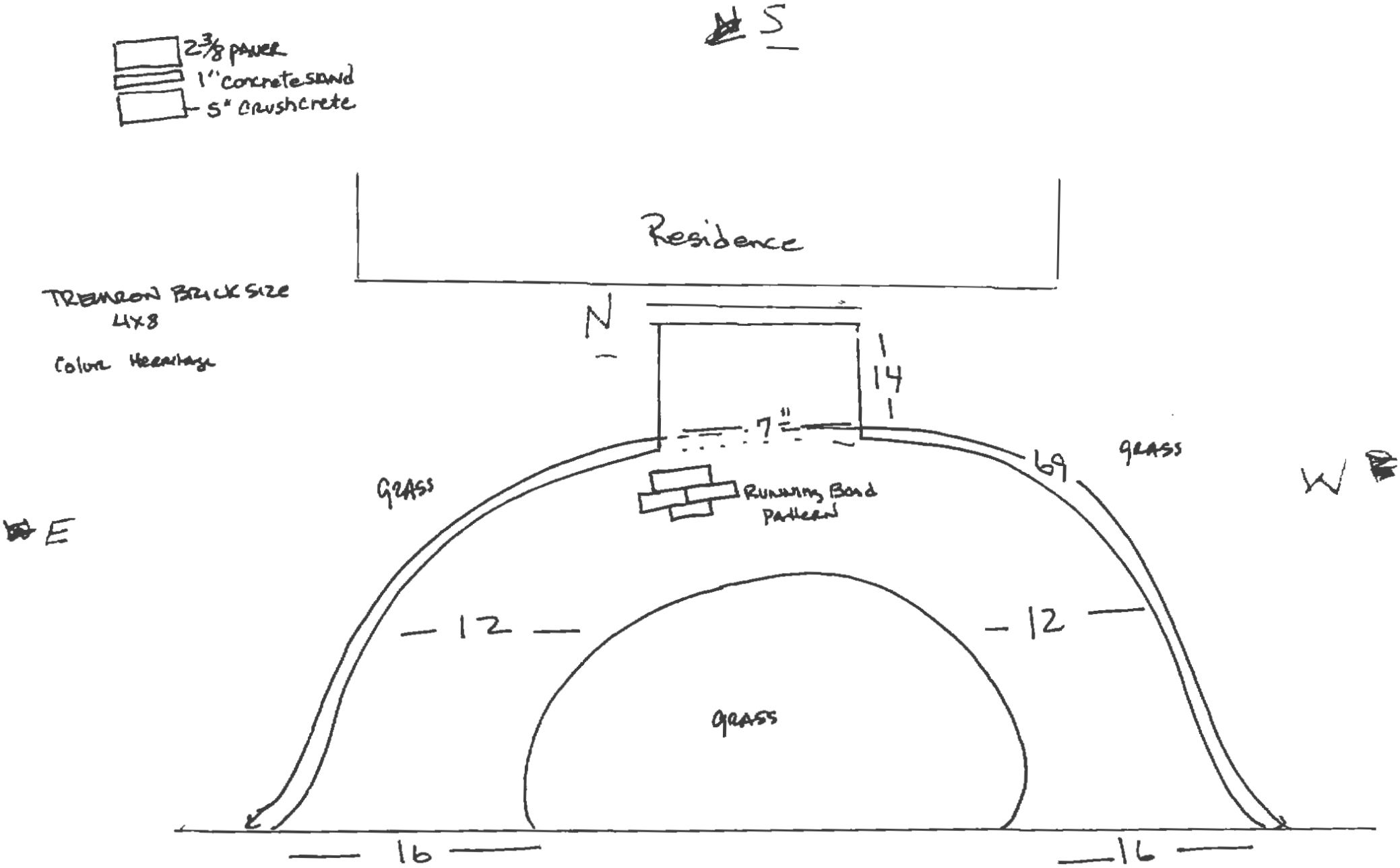
STATE OF FLORIDA
COUNTY OF NASSAU } ss

VALERIE M. AARON
MY COMMISSION # GG496
EXPIRES: June 08, 2020

Subscribed and sworn to before me this 15 day of January, 2018.

Notary Public Signature | Valerie Aaron Printed Name | 6-8-2020 My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____



S

Skidmore Residence

Specifications

Seating Capacity	6	
Dry Weight	845 lbs	383 kg
Water Capacity	375 gal	1419 L

Jets	Pumps : 1-Speed
55 Dual Footblaster	One 6.0 BHP Two 3.0 BHP

CAPTAIN SEAT PERSONAL CONTROL

CUSTOM MASSAGE SEATS | MORE EFFICIENT | REDUCES OPERATION COST

Island Spas Elite models combine the traditional water delivery system and diverter valve with the patented DirectFlow® Technology from Artesian Spas top-of-the-line models, the Platinum Elite Spas.

The innovative DirectFlow® direct plumbing system combined with the Variable Flow Control (VFC) provides the user the ultimate individual control and hydrotherapy experience possible.

Island *Spas* ELITE™

Powered by DirectFlow Technology

CAPTAIN SEAT PERSONAL CONTROL

Antigua ELITE

84 x 84 x 36 in.

213 x 213 x 91 cm

55 Dual Footblaster | Acrylic: White Pearl

STRUCTURE LIFETIME WARRANTY GUARANTEE

DIRECTFLOW™ Personal Control

702

SW 2865
Classical Yellow

HDC 2016-32 Amendment

EXHIBIT 2

Revised Plans & Elevations

CONSTRUCTION NOTES

GENERAL NOTES
1. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE STATE AND LOCAL CODES.
2. ALL SITE WORK AND LANDSCAPING SHALL BE ESTABLISHED AND DESIGNED BY OTHERS
3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, TECHNIQUES, SEQUENCES AND PROCEDURES REQUIRED FOR SAFE EXECUTION AND COMPLETION OF WORK AND FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK HEREIN.
4. ALL DIMENSIONS SHALL BE VERIFIED PRIOR TO CONSTRUCTION AND DISCREPANCIES SHALL BE REPORTED BY THE CONTRACTOR TO THE ENGINEER PRIOR TO ORDERING MATERIAL AND PROCEEDING WITH THE WORK. ANY OMISSIONS OR INCONSISTENCIES ON THESE DRAWINGS OR ANY VARIATION OR AMBIGUITIES BETWEEN THESE DRAWINGS AND ACTUAL SITE AND CONSTRUCTION CONDITIONS AND/OR REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING AND RESOLVED AND DOCUMENTED IN WRITING BEFORE CONTINUING OF WORK IN QUESTION.
5. IN THE EVENT A DISCREPANCY IS FOUND IN THESE CONTRACT DOCUMENTS THE ENGINEER, CONTRACTOR, AND OWNER SHALL BE CONTACTED IMMEDIATELY
6. ALL WORK AND EQUIPMENT SHALL BE CLEANED TO THE SATISFACTION OF THE OWNER BEFORE TURNING SAME OVER TO OWNERS
7. THE GENERAL BUILDING PERMIT(S) SHALL BE OBTAINED AND PAID FOR BY THE OWNER OR CONTRACTOR.
8. THERE SHALL BE NO DEVIATION FROM SPECIFICATIONS WITHOUT THE WRITTEN APPROVAL OF THE CONTRACTOR AND ENGINEER
9. DRYWALL INSTALLATION SHALL BE IN CONFORMANCE WITH THE GYPSUM ASSOCIATIONS RECOMMENDED PRACTICES FOR THICKNESS, NAILING, TAPING AND STUD SPACING
10. ALL FRAMING TO BE IN ACCORDANCE WITH THE LOCAL BUILDING CODE.
11. ALL LUMBER SHALL BE GRADED AND MARKED PER PLAN NOTES AND DETAILS.
12. UPON COMPLETION OF ALL WORK REMOVE ALL TOOLS, EQUIPMENT, TEMPORARY PROTECTION, AND EXCESS MATERIAL FROM THE SITE. CLEAN/POLISH ALL HARDWARE AND FIXTURES. CLEAN/REMOVE ALL PAINT DRIPS/SPLATTERS AND STAINS. REMOVE ALL APPLIANCE PROTECTIONS AND LEAVE INTERIOR AREA BROOM CLEAN FREE OF STAINS, FILM AND FOREIGN SUBSTANCES
13. ALL MATERIAL FINISH AND COLOR SELECTIONS SHALL BE DETERMINED BY CONTRACTOR OR OWNER PRIOR TO INSTALLATION.
14. THE CONTRACTOR SHALL BEAR RESPONSIBILITY FOR, AND SHALL REPAIR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, PIPING, CONDUIT OR EQUIVALENT
15. ALL MATERIAL SHALL BE APPROVED BY CODE AND SHALL BE INSTALLED IN STRICT CONFORMANCE WITH MANUFACTURERS INSTRUCTIONS AND/OR RECOMMENDATIONS.

CONSTRUCTION NOTES
1. NO FRAMING AT ANY TIME IS TO BE CONCEALED PRIOR TO INSPECTION BY GOVERNING AUTHORITIES
2. ALL STUD WALLS DIMENSIONS ARE 3-1/2", 5-1/2", OR 7-1/4" (UON)
3. ALL PLUMBING WALLS SHALL BE FRAMED WITH 2X6 OR 2X8 STUDS (UON)
4. REFER TO FLOOR PLANS FOR LOCATION OF 2X6 WALLS. REFER TO STRUCTURAL DRAWINGS FOR UNUSUAL OR SPECIAL FRAMING CONDITIONS.
5. ALL PATIOS, PORCHES, AND BALCONIES ARE TO BE SLOPED MIN. 1/4" PER 1'-0" IN DIRECTION INDICATED OR TO EXTERIOR.
6. ROOFING SHALL BE CLASS-C OR BETTER. INSTALL PER MANUFACTURERS RECOMMENDATIONS
7. ALL WOOD SILLS IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED AND HAVE A CONTINUOUS SILL SEALER. PROVIDE TERMITE SHIELD AT CONCEALED UNDER FLOOR SPACES
8. ALL CHIMNEY'S SHALL BE TERMINATED 2'-0" MINIMUM HEIGHT ABOVE A POINT MEASURED 10'-0" HORIZONTALLY FROM THE NEAREST BUILDING OR ROOF
9. WATER RESISTANCE 1/2" CERAMIC TILE BACK BOARD SHALL BE INSTALLED IN BOTH TUB AND SHOWER SURROUNDINGS.
10. FLASHING SHALL BE INSTALLED AROUND ALL WINDOWS AND ROOF OPENINGS AND AT THE INTERSECTIONS OF CHIMNEYS, WOOD CONSTRUCTION AND FRAME WALLS TO MAKE WEATHER TIGHT.
11. CAULK ALL EXTERIOR JOINTS, AROUND WINDOWS, AND DOOR FRAMING. CAULK BETWEEN WALL CAVITIES AND WINDOW/DOOR FRAMES, BETWEEN WALL TERMINATION AND FOUNDATION
12. ALL WALL STUD SHALL BE SPF#2 SPACED PER PLAN. ALL SOLE PLATES SHALL BE PRESSURE TREATED MATERIAL. ALL TOP PLATE SHALL BE HARD PINE MATERIAL PER F.B.C
13. ALL WOOD IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED MATERIAL.

CONCRETE NOTES
1. ALL CONCRETE WORK SHALL COMPLY WITH THE FLORIDA BUILDING CODE 2014
2. ALL CONCRETE SLABS SHALL HAVE A MINIMUM DEPTH OF 4" THICK AND 3" COVERAGE OVER ANY REBAR
3. ALL CONCRETE SLABS SHALL HAVE MINIMUM OF 2500 PSI RATING
4. ALL CONCRETE SLABS SHALL CONTAIN FIBERMESH REINFORCEMENT OR 6X6 W.W.M. PLACED OVER 6" MIL POLYETHYLENE VAPOR BARRIER ON CLEAN SOIL
5. SITE WORK SOIL SHALL BE CLEAN TERMITE TREATED SOIL WITH MINIMUM DENSITY COMPACTION OF 95%
6. CONTRACTOR SHALL VERIFY ALL PIPING, CONDUIT, PLUMBING, OR LINES BELOW SLAB PRIOR TO CONSTRUCTION.
7. VERIFY, LOCATE, AND PROVIDE ALL INTERIOR LOAD BEARING FOOTINGS IN COORDINATION WITH TRUSS ENGINEERING PLAN REQUIREMENTS AND SPECIFICATIONS FOR LOAD BEARING WALLS
8. STRUCTURE FINISH FLOOR ELEVATION AND PRESSURE TREATED SILL PLATE SHALL BE A MINIMUM OF 8" ABOVE GRADE.
9. ALL CONCRETE SIDEWALKS, BARRIERS, AND PARKING IS NOT SHOWN ON PLANS FOR CLARITY

ELECTRICAL NOTES
1. ALL ELECTRICAL WORK SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE 2011
2. ALL ALL RECEPTACLES IN BATHROOM, GARAGES, OR OUTDOORS SHALL BE PROTECTED BY A GROUND FAULT CIRCUIT INTERRUPTION SYSTEM (GFCI) AND AS NOTED ON THE DRAWINGS.
3. OUTLET BOXES IN WALLS BETWEEN LIVING AREA AND THE GARAGE SHALL BE METAL OR UL APPROVED PLASTIC.
4. RECEPTACLES SHALL BE SPACED ALONG WALLS IN ACCORDANCE WITH CODE SO THAT NO POINT ALONG THE FLOOR LINE IS MORE THAN 6'-0" FROM ANY OUTLET. NO SPACES FURTHER THAN 12'-0" UNLESS OTHERWISE NOTED OR PER ANY SPECIFIC CODES
5. SWITCH PLATES SHALL BE PLACED AT 42" ABOVE FINISH FLOOR ELEVATION TO CENTER OF SWITCH (TYP.)
6. ALL LIGHTING FIXTURES LOCATED IN CLOSETS OR STORAGE AREAS SHALL BE LOCATED A MINIMUM OF 18" FROM ALL SHELVING.
7. ALL BRANCH CIRCUITS THAT SUPPLY 125-VOLT, SINGLE PHASE 15 AND 20 AMPERE RECEPTACLE OUTLETS INSTALLED IN DWELLING UNIT BEDROOMS SHALL BE PROTECTED BY AN ARC-FAULT CIRCUIT INTERRUPTER.
8. SMOKE DETECTORS SHALL BE PLACED NO MORE THAN 12" FROM CLG, 3'-0 FROM DUCT OPENINGS, AND 10'-0" FROM INSIDE AND OUTSIDE OF DWELLING SLEEPING UNITS
9. CARBON MONOXIDE DETECTORS SHALL BE PRESENT WITH IN 10'-0" OF THE EXTERIOR SIDE OF ANY SLEEPING COMPARTMENT DOOR IF A RESIDENCE HAS AN ATTACHED GARAGE OR GAS APPLIANCES.
10. PROVIDE A DISCONNECT SWITCH FOR A/C AIR HANDLER OR COMPRESSOR AS REQUIRED BY F.B.C.

ROOF NOTES
1. ALL ROOFING MATERIAL SHALL MEET CHAPTER 15 OF THE 2014 FLORIDA BUILDING CODE AND THE 2014 FLORIDA RESIDENTIAL CODE CHAPTER 9
2. ALL ROOF VENTS SHALL & PLUMBING STACKS SHALL EXIT AT THE REAR OF ROOF
3. ALL BATH VENTS SHALL TERMINATE TO OUTSIDE AIR w/ GRILL OR SCREEN, THROUGH EAVE.
4. ALL ROOF SHEATHING SHALL BE ATTACHED WITH 8d RING SHANK NAILS 4" O.C. EDGE & 6" O.C. FIELD
5. VENTILATION FOR GABLE AND HIPPED ROOFS PER F.B.C. SECTION R806: VENTILATION SHALL BE PROVIDED TO FURNISH CROSS VENTILATION OF EACH INDIVIDUAL ATTIC SPACE WITH WEATHER PROTECTED VENTS. ALL VENTS SHALL BE SCREENED TO PROTECT THE INTERIOR FROM INTRUSION OF BIRDS
6. THE RATION TOTAL NET FREE VENTILATING AREA TO THE ARE OF THE CEILING SHALL NOT BE LESS THAN 1/150. THAT RATIO MAY BE REDUCED TO 1/300 PROVIDED: 1) A VAPOR BARRIER RETARDANT HAVING A PERFORMANCE NOT EXCEEDING 1 PERM INSTALLED ON THE WARM SIDE OF THE CEILING, OR 2) AT LEAST 50 PERCENT OF THE REQUIRED VENTILATING ARE ID PROVIDED BY VENTILATORS LOCATED IN THE UPPER PORTION OF THE SPACE TO BE VENTILATED (AT LEAST 3 FT (914mm) ABOVE EAVE OR CORNICE VENT) WITH THE BALANCE OF THE REQUIRED VENTILATION PROVIDED BY EAVE OR CORNICE VENTS. INDICATE LOCATION OR VENT AREA AND REQUIRED
7. FLASHING SHALL BE INSTALLED IN SUCH A MANNER SO AS TO PREVENT MOISTURE ENTERING THE WALL AND ROOF THROUGH JOINTS AND COPINGS, THROUGH MOISTURE PERMEABLE MATERIAL, AND THE INTERSECTIONS WITH PARAPET WALLS AND OTHER PENETRATIONS THROUGH THE ROOF PLANE PER F.B.C. SECTION R903.2
8. FLASHING SHALL BE INSTALLED AT WALL AND ROOF INTERSECTION: WHEREVER THERE IS A CHANGE ROOF SLOPE AND DIRECTION AND AROUND ROOF OPENINGS. WHERE FLASHING IS OF METAL, THE METAL SHALL BE CORROSION RESISTANT WITH A THICKNESS NOT LESS THAN PROVIDED IN TABLE 903.1 PER F.B.C. SECTION R903.2.1
9. ALL MEMBRANE FLASHING SHALL BE INSTALLED ACCORDING TO THE ROOF ASSEMBLY MANUFACTURE PUBLISHED LITERATURE PER F.B.C. SECTION R903.2.2

PROJECT OVERVIEW

PROJECT OWNER

SKIDMORE
RESIDENCE

PROJECT CONTRACTOR / BUILDER

JOHNSON HOME BUILDERS INC.

PROJECT DESIGN PROFESSIONAL

MICHAEL G. HOLDER INC.(P.E.)

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

VICINITY MAP

E:\DOWNS DRAFTING & DESIGN\PROJECTS 2016\STEVE JOHNSON\STEVE SKIDMORE\MAP.PNG

SITE PLAN

N

CODE SUMMARY

* FLORIDA BUILDING CODE - 2014
* FLORIDA RESIDENTIAL BUILDING CODE - 2014
* FLORIDA MECHANICAL CODE - 2014
* FLORIDA PLUMBING CODE - 2014
* FLORIDA BUILDING CODE ENERGY CONSERVATION - 2014
* NATIONAL ELECTRICAL CODE - 2011 (NFPA 70)

DESIGN CRITERIA

* BASIC WIND SPEED (3 SECOND GUST) -	130
* WIND EXPOSURE CATEGORY -	C
* BUILDING CATEGORY -	II
* WIND IMPORTANCE FACTOR -	1.0
* INTERNAL PRESSURE COEFFICIENT -	+/- .18
* LEVEL OF ALTERATION (IF APPLICABLE) -	

COMPONENT & CLADDING (P.S.F.) - END ZONE: 3

SIZE (S.F.)	END ZONE (5)		INTERIOR ZONE (4)	
	POS. +	NEG. -	POS. +	NEG. -
0-20	30.4	40.7	30.4	33
20-50	29	38	29	31.6
50-100	27.2	34.3	27.2	29.8
>100	25.9	31.6	25.9	28.4

NOTE:
THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH AND MEETS ALL REQUIREMENTS OF SECTION 1609 OF THE 2014 FLORIDA BUILDING CODE

PROJECT INFO

* CONDITIONED SPACED -	3,028 sq.ft.
* UNCONDITIONED SPACE -	529 sq.ft.
* UNENCLOSED SPACE -	860 sq.ft.
* LOT SIZE (ACRE) -	
* TYPE OF CONSTRUCTION -	VB
* OCCUPANCY CATEGORY -	R3
* SPRINKLED	NO
* MAX HEIGHT OF STRUCTURE -	35'-0"
* NUMBER OF STORIES -	2

PLAN INDEX

COVER SHEET / PROJECT INFORMATION	C1.0
FRONT & REAR ELEVATIONS	B2.0
RIGHT & LEFT ELEVATIONS	B2.1
FOUNDATION PLAN	B3.0
1st LEVEL FRAMING PLAN	B4.0
2nd LEVEL FRAMING PLAN	B4.1
1st LEVEL ELECTRIC PLAN	B5.0
2nd LEVEL ELECTRICAL PLAN	B5.1
ROOF PLAN	B6.0
STRUCTURAL DETAILS	D7.0
FLASHING DETAILS	D7.1
QUICK TIE DETAILS	D7.2

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C1.0

SHEET #	(1)OF (18)
PROJECT NAME	SKIDMORE DADE ST.
PROJECT #	16.10.03
DRAWN BY	WMD
CHECKED BY	MGH
SCALE	1/4"=1'-0"
DATE	01.31.16

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DRAFTING & DESIGN LLC
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Jacksonville, FL 32218
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downsdraftinganddesign@gmail.com

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OWNER / BUILDER
SKIDMORE RESIDENCE

PROJECT ADDRESS
**0000 DADE ST.
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32034**

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PHONE: (904)721-7676
FAX: (904)721-7685

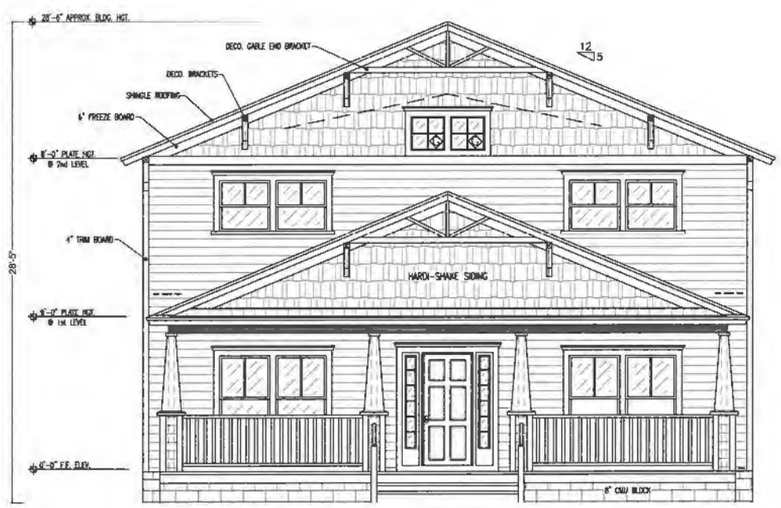
ENGINEER OF RECORD

LEFT ELEVATION

SCALE: ¼"=1'

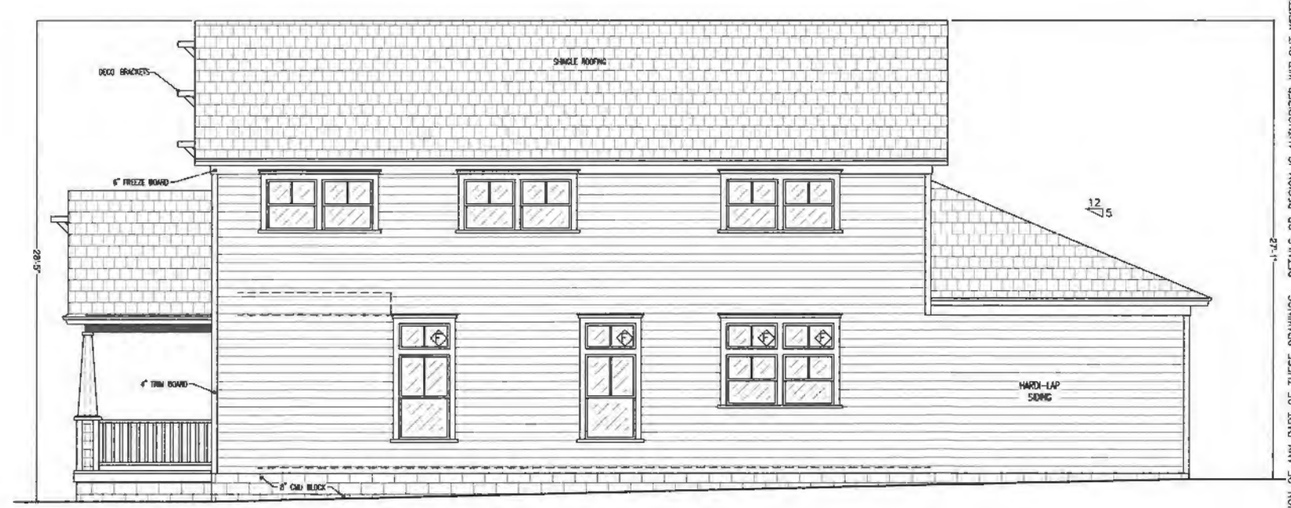
REAR ELEVATION

SCALE: ¼"=1'



FRONT ELEVATION

SCALE: ¼"=1'



RIGHT ELEVATION

SCALE: ¼"=1'

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B2.0

SHEET #:	(R) OF (18)
PROJECT NAME:	SKIDMORE DADE ST.
PROJECT #:	18.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	01.31.18

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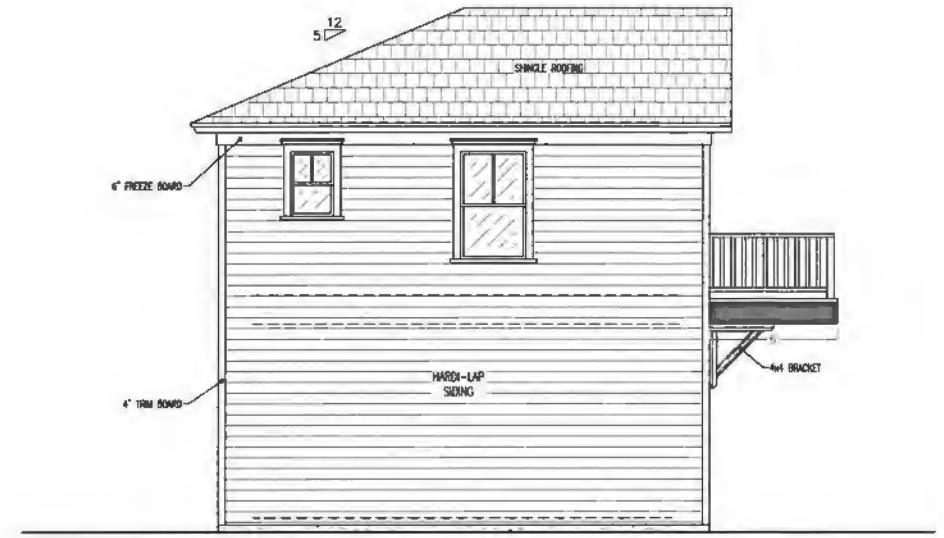
ENGINEER OF RECORD

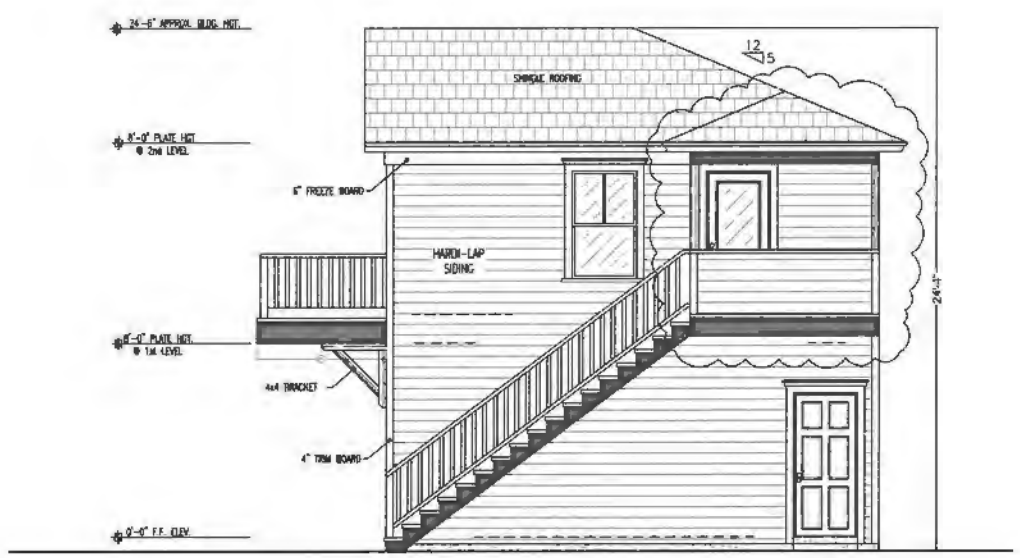
LEFT ELEVATION

SCALE: ¼"=1'



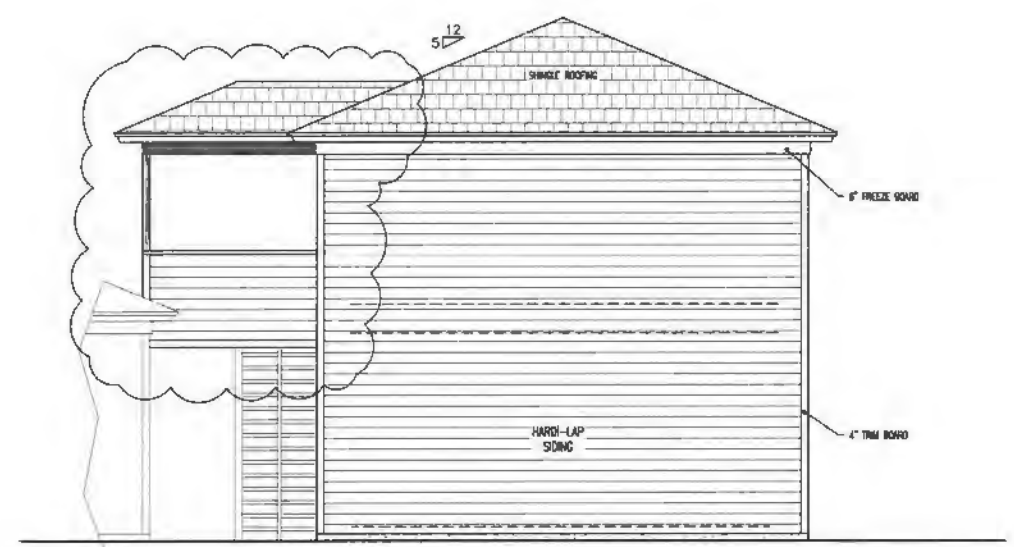
REAR ELEVATION

SCALE: ¼"=1'



FRONT ELEVATION

SCALE: ¼"=1'



RIGHT ELEVATION

SCALE: ¼"=1'

= AMENDED ITEM
(01.31.18)

B2.1

SHEET #	(3) OF (12)
PROJECT NAME:	SKIDMORE DADE ST.
PROJECT #	18.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	01.31.18

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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

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ENGINEER OF RECORD

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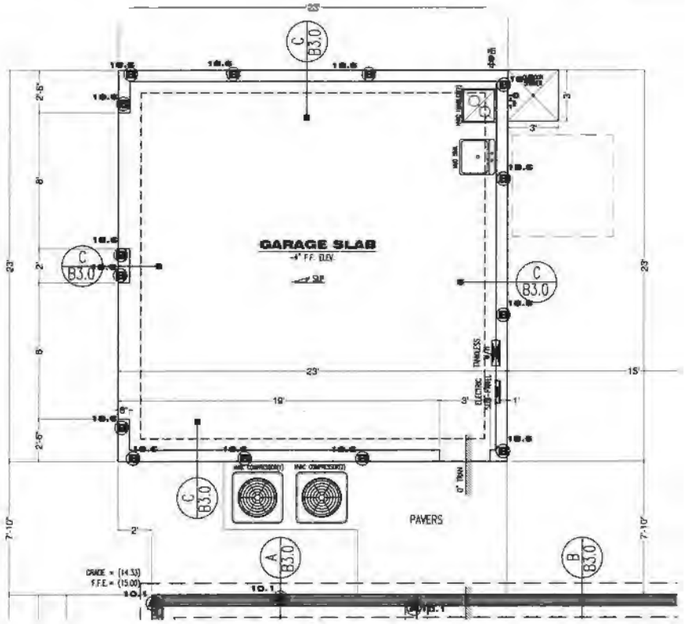
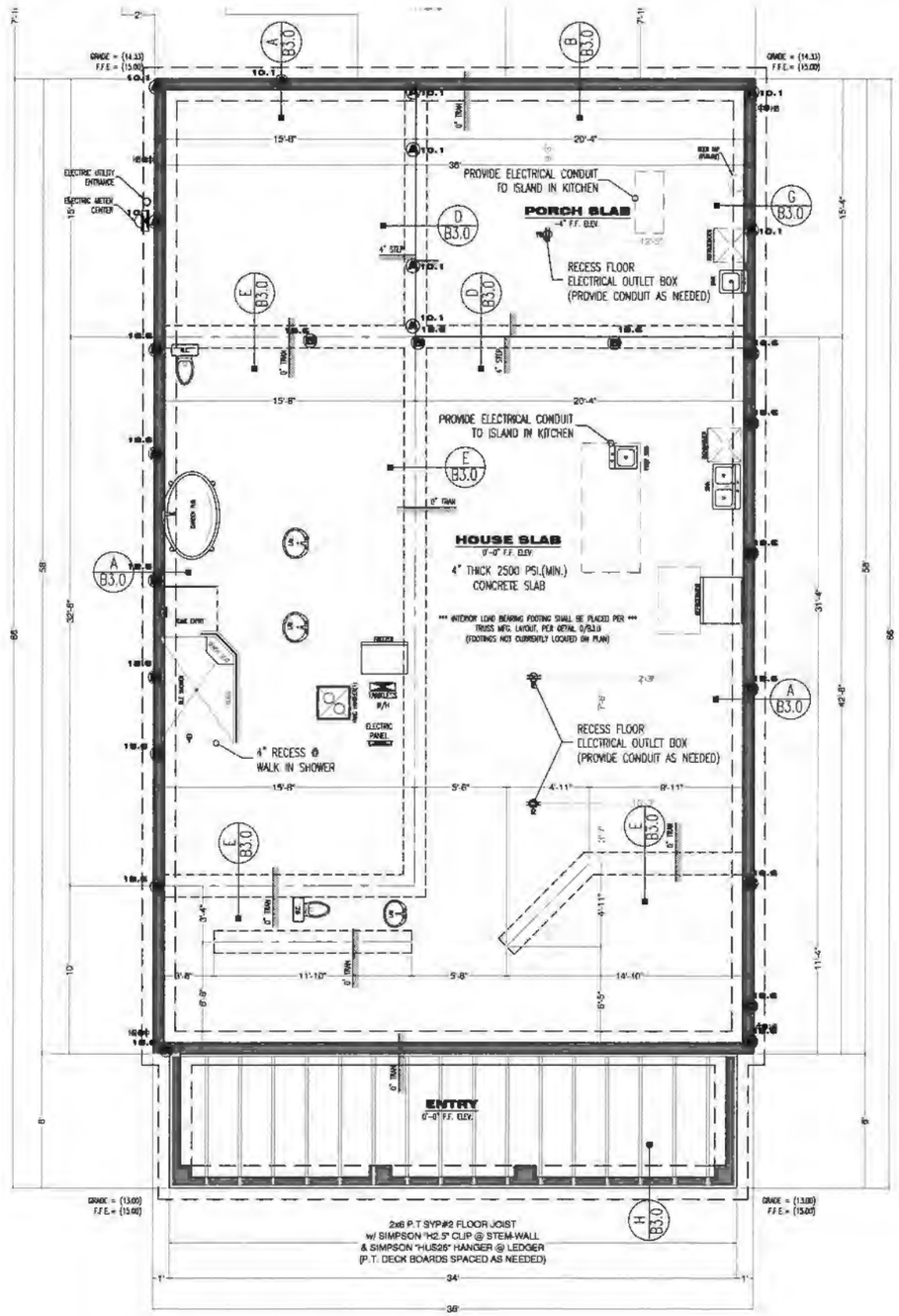


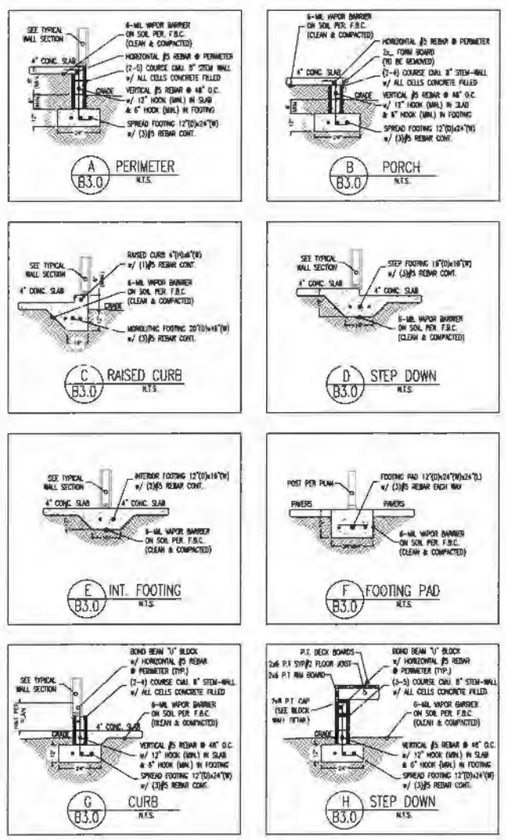
GARAGE PLAN

SCALE: ¼"=1'



FOUNDATION PLAN

SCALE: ¼"=1'



B3.0

SHEET #	(4) OF (12)
PROJECT NAME	SKIDMORE CADE ST.
PROJECT #	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	01.31.19

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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

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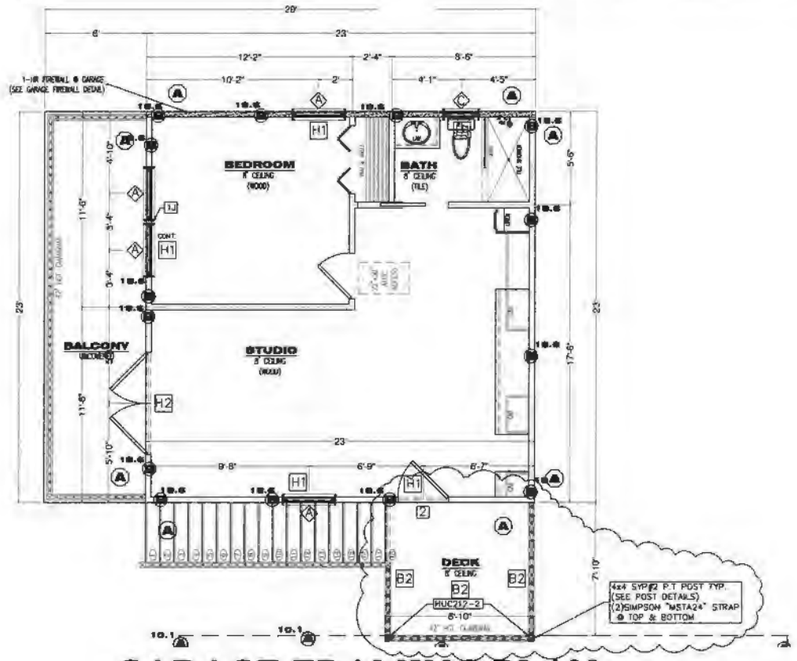
ENGINEER OF RECORD



GARAGE FRAMING PLAN

SCALE: = 1/4" = 1'

= AMENDED ITEM (01.31.2018)

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st Fl. LIVING	CONDITIONED	1,777 sq.ft.
2nd FL. LIVING	CONDITIONED	722 sq.ft.
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
BREEZEWAY	UNENCLOSED	69 sq.ft.
GARAGE 1st FL.	UNCONDITIONED	529 sq.ft.
GARAGE 2nd FL.	CONDITIONED	529 sq.ft.
DECK	UNENCLOSED	69 sq.ft.
BALCONY	UNENCLOSED	138 sq.ft.
TOTAL A/C		3,028 sq.ft.
TOTAL U/R		4,210 sq.ft.
TOTAL SQ.FT.		4,417 sq.ft.

WINDOW SCHEDULE			
SYMBOL	SIZE	DIMENSION	DISCRIPTION
	3050	36"x60"	SINGLE HUNG
	3030	36"x36"	SINGLE HUNG
	2030	24"x36"	SINGLE HUNG
	6040	72"x48"	SINGLE HUNG
	2650	30"x60"	SINGLE HUNG
	3016	36"x16"	FIXED GLASS (TRANSUM)
	2020	24"x24"	SINGLE HUNG

DOOR SCHEDULE			
SYMBOL	SIZE	DIMENSION	DISCRIPTION
1	3068	36"x80"	SOLID CORE UNIT w/(2) 12" S.L.
2	3068	36"x80"	SOLID CORE EXTERIOR UNIT
3	3068	36"x80"	SOLID CORE INTERIOR UNIT
4	2868	32"x80"	SOLID CORE INTERIOR UNIT
5	2668	30"x80"	SOLID CORE INTERIOR UNIT
6	2468	28"x80"	SOLID CORE INTERIOR UNIT
7	2068	24"x80"	SOLID CORE INTERIOR UNIT
8	3068	36"x80"	SOLID CORE INTERIOR UNIT (POCKET)
9	2868	32"x80"	SOLID CORE INTERIOR UNIT (POCKET)
10	2668	30"x80"	SOLID CORE INTERIOR UNIT (POCKET)
11	2468	28"x80"	SOLID CORE INTERIOR UNIT (POCKET)
12	2068	24"x80"	SOLID CORE INTERIOR UNIT (POCKET)
13	(2)2068	48"x80"	SOLID CORE INTERIOR UNIT (BI-FOLD)
14	(2)3068	36"x80"	SOLID CORE EXTERIOR UNIT
15	10080	120"x96"	SLIDING GLASS DOOR

* PROVIDE AUTOMATIC DOOR CLOSURE ON ANY DOORS LEADING FROM UNCONDITIONED GARAGE SPACE INTO CONDITIONED LIVING SPACE. (MIN. 20 MINUTE FIRE RATED DOOR)

HEADER SCHEDULE		
SYMBOL	BEAM SIZE	DISCRIPTION
H1	(3) 2x6	SOUTHERN YELLOW PINE #2
H2	(3) 2x8	SOUTHERN YELLOW PINE #2
H3	(3) 2x10	SOUTHERN YELLOW PINE #2
H4	(3) 2x12	SOUTHERN YELLOW PINE #2
H5	(2) 2x6	SOUTHERN YELLOW PINE #2
L	8"x8" CONC.	CONCRETE PRE-FAB LINTEL w/(2) #5 REBAR

* STRAP EACH END OF BEAM WITH SIMPSON "MSTA24" STRAP OR EQUIVALENT @ EACH JACK STUD (SEE HEADER DETAIL)
* SEE CMU. BLOCK WALL DETAILS AND NOTES FOR CONCRETE WALL CONSTRUCTION (SEE LINTEL DETAIL)

BEAM SCHEDULE		
SYMBOL	BEAM SIZE	DISCRIPTION
B1	(3) 2x12	SOUTHERN YELLOW PINE #2
B2	(2) 2x12	SOUTHERN YELLOW PINE #2
B3	(2) 2x8	LVL OR PARRALAM BEAM
B4	(2) 1¾"x15⅞"	LVL OR PARRALAM BEAM

* STRAP EACH END OF BEAM WITH SIMPSON "MSTA24" STRAP OR EQUIVALENT @ EACH JACK STUD
* (X) SYMBOL REPRESENTS THE NUMBER OF JACK STUDS NEEDED @ EACH BEAM (SEE HEADER DETAIL)

SHEARWALL SCHEDULE			
SYMBOL	TYPE	SHEATHING	NAILING
A	2x4 SPF	7/16" OSB (MIN) -BLOCKED-	4"O.C. EDGE & 8"O.C. FIELD
B	2x6 SPF	7/16" OSB (MIN) -BLOCKED-	4"O.C. EDGE & 8"O.C. FIELD
C	2x8 SPF	7/16" OSB (MIN) -BLOCKED-	4"O.C. EDGE & 8"O.C. FIELD

NOTE: ALL EXTERIOR WALLS ARE LOAD BEARING SHEAR WALLS

THE SHEAR WALLS TABLE WAS ESTABLISHED ASSUMING THE FOLLOWING CRITERIA UNLESS OTHERWISE NOTED IN THE TABLE.

* WOOD SHEATHING TO STUDS NAILING SHALL BE 8d COMMON NAILS.
* GYPSUM BOARD TO STUDS NAILING SHALL BE 5d AND 6d COLLAR NAILS FOR 1/2" AND 5/8" THICK BOARD RESPECTIVELY.
* SOLE PLATE-CONCRETE SLAB ANCHORS LOCATED @ 6" (MIN) EA. SIDE OF PLATE BREAK. ANCHOR SHALL BE ½" x 8" EPOXY GROUTED BOLTS
* INSTALL ALL-THREAD ROD SYSTEM PER DETAIL

WALL FRAMING LEGEND		
SYMBOL	WALL SIZE	DISCRIPTION
	8" CMU.	8x16 CMU. BLOCK WALL
	2x8	SPRUCE PINE FIR #2 (EXTERIOR)
	2x6	SPRUCE PINE FIR #2 (EXTERIOR)
	2x4	SPRUCE PINE FIR #2 (EXTERIOR)
	2x4	SPRUCE PINE FIR #2 (INTERIOR)

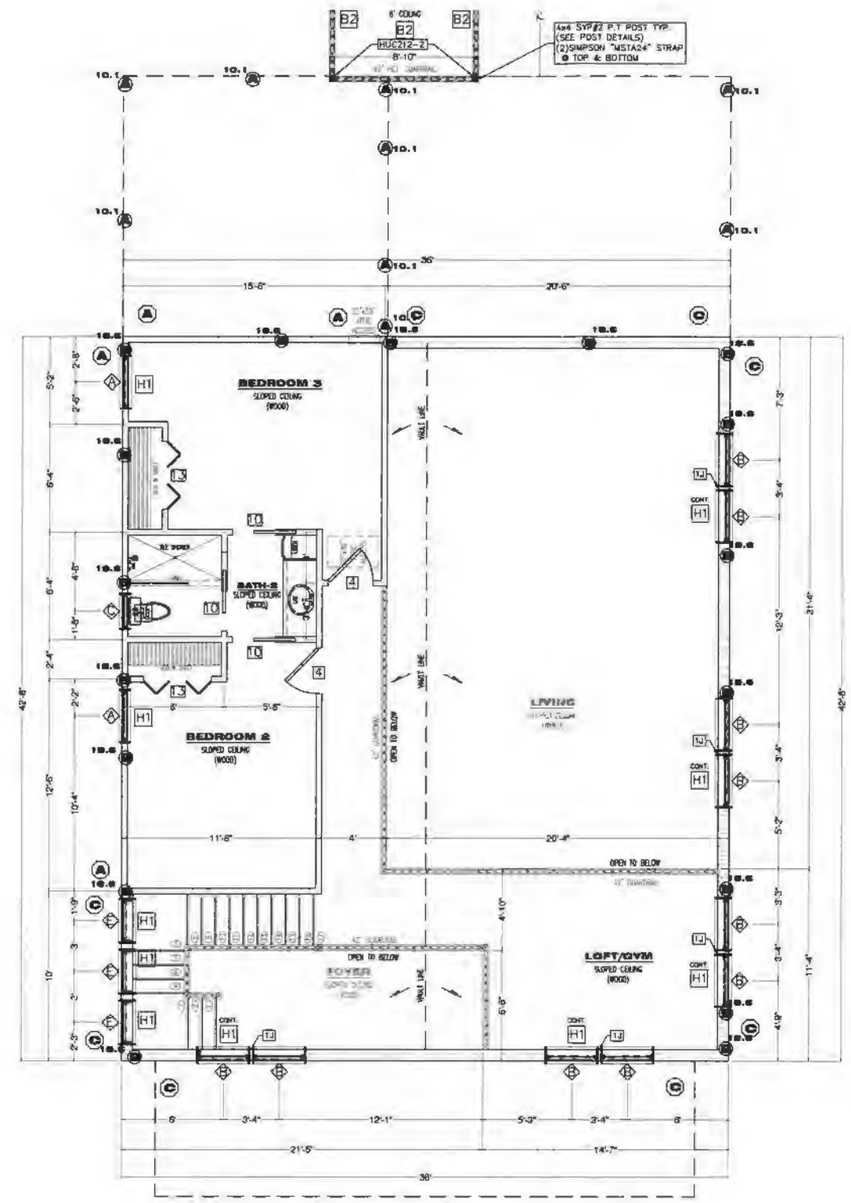
* SEE WALL FRAMING DETAIL AND STUD TABLE
* INTERIOR NON-LOAD BEARING WALL STUDS SHALL BE SPACED @ 24" O.C.

QUICK TIE CABLE LEGEND		
TYPE	CABLE	LOAD
A	¼" DIA.	0#-910#
B	3/16" DIA.	910#-1909#
C	¼" DIA.	1909#-2839#
D	3/16" DIA.	2839#-4455#

○ = (1) STORY □ = (2) STORY △ = (3) STORY

(A) 8'-0" = CABLE LENGTH (FROM SLAB TO TOP PLATE)

* ALL EXTERIOR WALLS ARE LOAD BEARING WALLS
* CABLE SHALL BE LOCATED PER FRAMING PLAN
* MAX. SPACING SHALL NEVER EXCEED 16'-0" O.C.
* QT CABLES & ANCHORS SHALL BE PLACED IN ALL LOAD BEARING WALLS
* SEE QT DETAILS FOR ALL INSTALLATION REQUIREMENTS



2nd LEVEL FRAMING PLAN

SCALE: = 1/4" = 1'

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B4.1

SHEET #	(8) OF (12)
PROJECT NAME	SKIDMORE DADE ST.
PROJECT #	18.10.03
DRAWN BY	WWD
CHECKED BY	RGH
SCALE	¼"=1'-0"
DATE	01.31.18

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downsdraftinganddesign@gmail.com

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DWNER / BUILDER

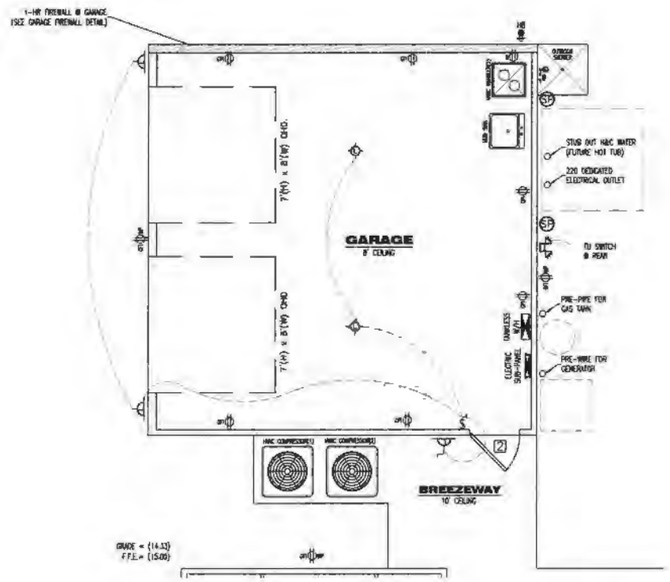
SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE, FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

ENGINEER OF RECORD



GARAGE ELECTRICAL PLAN

SCALE: ¼"=1'

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL LIVING	CONDITIONED	1,777 sq.ft.
2nd FL LIVING	CONDITIONED	722 sq.ft.
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
BREEZEWAY	UNENCLOSED	69 sq.ft.
GARAGE 1st FL	UNCONDITIONED	529 sq.ft.
GARAGE 2nd FL	CONDITIONED	529 sq.ft.
DECK	UNENCLOSED	69 sq.ft.
BALCONY	UNENCLOSED	138 sq.ft.
TOTAL A/C		3,028 sq.ft.
TOTAL U/R		4,210 sq.ft.
TOTAL SQ.FT.		4,417 sq.ft.

WINDOW SCHEDULE			
SYMBOL	SIZE	DIMENSION	DISCRIPTION
	3050	36"x60"	SINGLE HUNG
	3030	36"x36"	SINGLE HUNG
	2030	24"x36"	SINGLE HUNG
	6040	72"x48"	SINGLE HUNG
	2650	30"x60"	SINGLE HUNG
	3016	36"x18"	FIXED GLASS (TRANSUM)
	2020	24"x24"	SINGLE HUNG

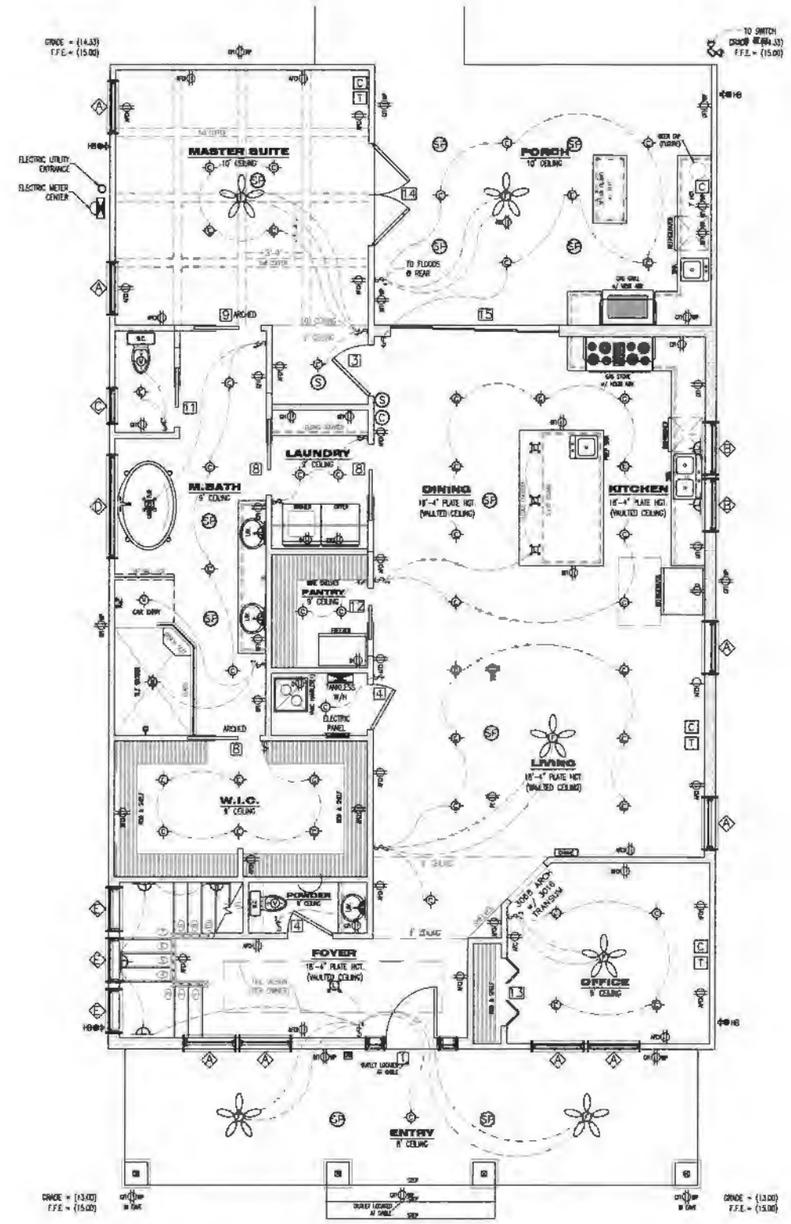
DOOR SCHEDULE			
SYMBOL	SIZE	DIMENSION	DISCRIPTION
1	3068	36"x80"	SOLID CORE UNIT w/(2) 12" S.L.
2	3068	36"x80"	SOLID CORE EXTERIOR UNIT
3	3068	36"x80"	SOLID CORE INTERIOR UNIT
4	2868	32"x80"	SOLID CORE INTERIOR UNIT
5	2868	30"x80"	SOLID CORE INTERIOR UNIT
6	2468	28"x80"	SOLID CORE INTERIOR UNIT
7	2068	24"x80"	SOLID CORE INTERIOR UNIT
8	3068	36"x80"	SOLID CORE INTERIOR UNIT (POCKET)
9	2868	32"x80"	SOLID CORE INTERIOR UNIT (POCKET)
10	2668	30"x80"	SOLID CORE INTERIOR UNIT (POCKET)
11	2468	28"x80"	SOLID CORE INTERIOR UNIT (POCKET)
12	2068	24"x80"	SOLID CORE INTERIOR UNIT (POCKET)
13	(2)2068	48"x80"	SOLID CORE INTERIOR UNIT (BI-FOLD)
14	(2)3068	36"x80"	SOLID CORE EXTERIOR UNIT
15	10080	120"x96"	SLIDING GLASS DOOR

* PROVIDE AUTOMATIC DOOR CLOSURE ON ANY DOORS LEADING FROM UNCONDITIONED GARAGE SPACE, INTO CONDITIONED LIVING SPACE. (MIN. 20 MINUTE FIRE RATED DOOR)

ELECTRICAL LEGEND			
SYMBOL	DISCRIPTION	SYMBOL	DISCRIPTION
ARC	110 – ARC FAULT INTERRUPTER OUTLET	FL	SURFACE MOUNT FLUORESCENT LIGHT
GFI	110 – GROUND FAULT INTERRUPTER OUTLET		EXTERNAL FLOOD LIGHT
WP	110 – WATER PROOF GFI OUTLET		HEAT LIGHTING
FO	110 – FLOOR OUTLET (RECESSED)	S	SMOKE DETECTOR (CEILING MOUNT)
D	110 – DEDICATED OUTLET	C	CARBON MONOXIDE DETECTOR (CEILING MOUNT)
S	SINGLE POLE SWITCH	C	CABLE OUTLET
S'	MULTIPLE POLE SWITCH	T	TELEPHONE OUTLET
S	3-WAY SWITCH	S	SECURITY PANEL
	CEILING HUNG LIGHT	DBC	DOOR BELL CHIME
	CAN LIGHT (RECESSED)		DOOR BELL
	RECESSED CEILING FAN (VENT OUTSIDE)		CEILING HUNG FAN W/ LIGHT (REMOTE)
	WALL MOUNTED LIGHT		
	SUSPENDED LIGHT MIXTURE		

ELECTRICAL NOTES:

1. ALL ELECTRICAL WORK SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE 2011.
2. ALL EXTERIOR CONDUIT LINES SHALL BE LOCATED PER OWNER FOR SECONDARY STRUCTURES.
3. ALL SECURITY CAMERAS, MONITORS, AND WIRES SHALL BE LOCATED PER OWNER.
4. ALL INTERNET / TELEVISION CABLE WIRING TYPES AND LOCATIONS SHALL BE SPECIFIED BY OWNER.
5. CABLE/TELEPHONE OUTLETS SHALL BE PLACED @ 60" MIN. PER OWNER.
6. 100% OF ALL LIGHT FIXTURES SHALL BE "HIGH EFFICIENCY" LIGHT FIXTURES.



1st LEVEL ELECTRICAL PLAN

SCALE: ¼"=1'

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B5.0

SHEET #	(7) OF (12)
PROJECT NAME	SKIDMORE DADE ST.
PROJECT #	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	01.31.16

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OWNER/BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
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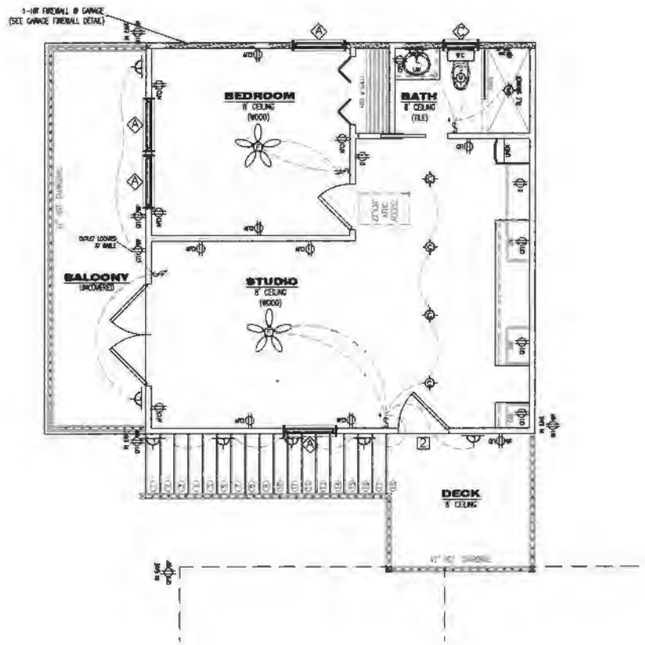
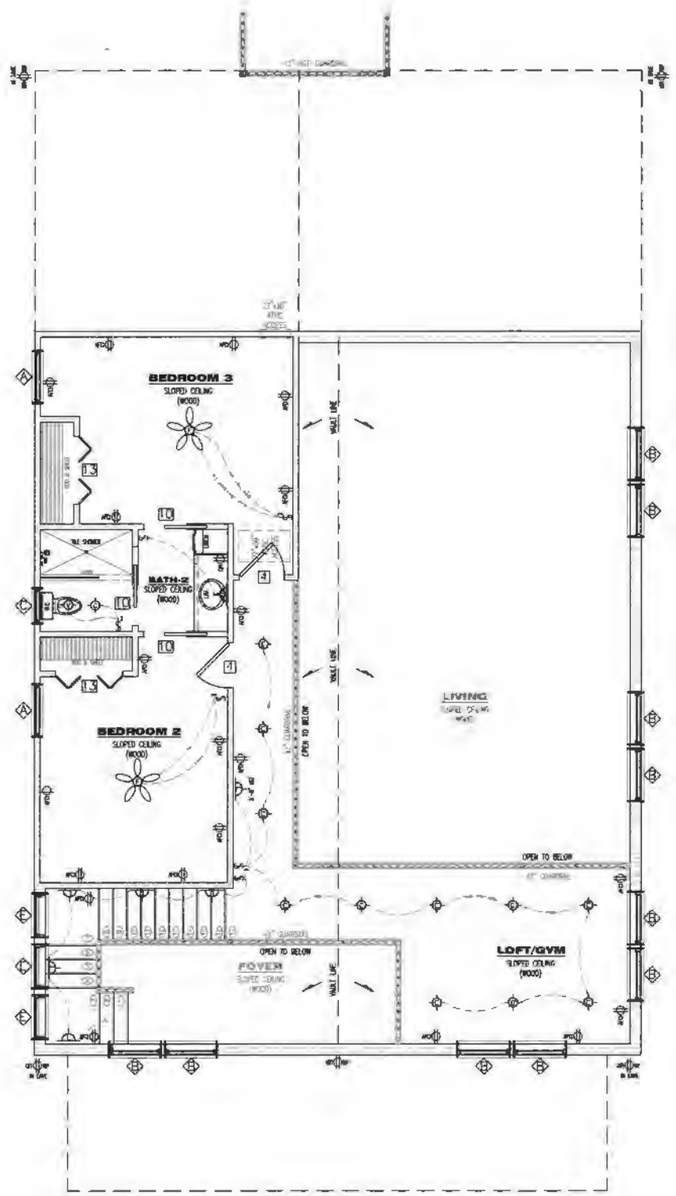
ENGINEER OF RECORD





SQUARE FOOTAGE

AREA	TYPE	FOOTAGE
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2nd FL. LIVING	CONDITIONED	722 sq.ft.
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BREEZEWAY	UNENCLOSED	69 sq.ft.
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BALCONY	UNENCLOSED	138 sq.ft.
TOTAL A/C		3,028 sq.ft.
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E	2650	30"x60"	SINGLE HUNG
F	3016	36"x18"	FIXED GLASS (TRANSUM)
G	2020	24"x24"	SINGLE HUNG

DOOR SCHEDULE

SYMBOL	SIZE	DIMENSION	DISCRIPTION
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12	2068	24"x80"	SOLID CORE INTERIOR UNIT (POCKET)
13	(2)2068	48"x80"	SOLID CORE INTERIOR UNIT (BI-FOLD)
14	(2)3068	36"x80"	SOLID CORE EXTERIOR UNIT
15	10000	120"x80"	SLIDING GLASS DOOR

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ELECTRICAL LEGEND

SYMBOL	DISCRIPTION	SYMBOL	DISCRIPTION
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	110 - GROUND FAULT INTERRUPTER OUTLET		EXTERNAL FLOOD LIGHT
	110 - WATER PROOF GFI OUTLET		HEAT LIGHTING
	110 - FLOOR OUTLET (RECESSED)	S	SMOKE DETECTOR (CEILING MOUNT)
	110 - DEDICATED OUTLET	C	CARBON MONOXIDE DETECTOR (CEILING MOUNT)
$	SINGLE POLE SWITCH	C	CABLE OUTLET
$	MULTIPLE POLE SWITCH	T	TELEPHONE OUTLET
$	3-WAY SWITCH	S	SECURITY PANEL
	CEILING HUNG LIGHT		DOOR BELL CHIME
	CAN LIGHT (RECESSED)		DOOR BELL
	RECESSED CEILING FAN (VENT OUTSIDE)		CEILING HUNG FAN W/ LIGHT (REMOTE)
	WALL MOUNTED LIGHT		
	SUSPENDED LIGHT MIXTURE		

ELECTRICAL NOTES

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5. CABLE/TELEPHONE OUTLETS SHALL BE PLACED @ 80" AFF. PER OWNER
6. HEIGHT OF ALL LIGHT FIXTURES SHALL BE "HIGH EFFICIENCY" LIGHT FIXTURES

2nd LEVEL ELECTRICAL PLAN

SCALE: ¼" = 1'

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B5.1

SHEET #	(8) OF (12)
PROJECT NAME	SKIDMORE DADE ST.
PROJECT #:	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	01.31.18

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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS:

0000 DADE ST.
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32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
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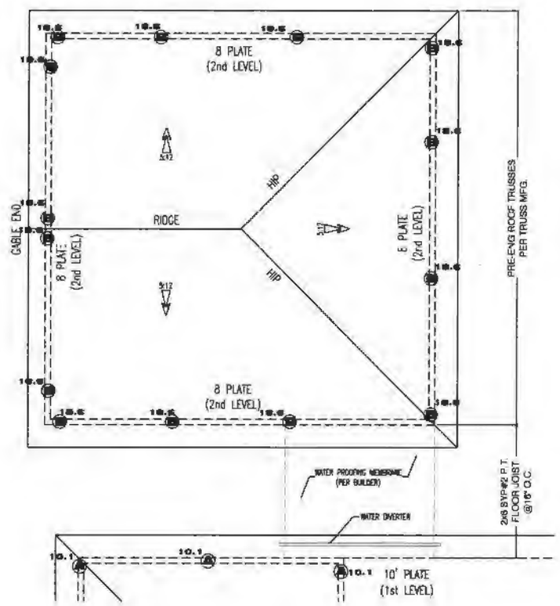
ENGINEER OF RECORD



GARAGE PLAN

SCALE: ¼"=1'

ROOF NOTES:

ROOF PITCH: 5:12

ROOF TYPE: PRE-ENG TRUSSES

ROOF MATERIAL: ARCHITECTURAL SHINGLES

ROOF MEMBRANE: 15# FELT-PAPER (OR EQUIV.)

SHEATHING MATERIAL: 7/16" A.P.A. RATED OSB SHEATHING (MIN.)

NAIL PATTERN: 8d RING-SHANK NAILS SPACED
6" O.C. @ EDGE & 6" O.C. @ FIELD

ROOF PLATE: 9'-0" @ 1ST LEVEL
(SEE ELEV.) 8'-0" @ 2ND LEVEL
10'-0" @ REAR

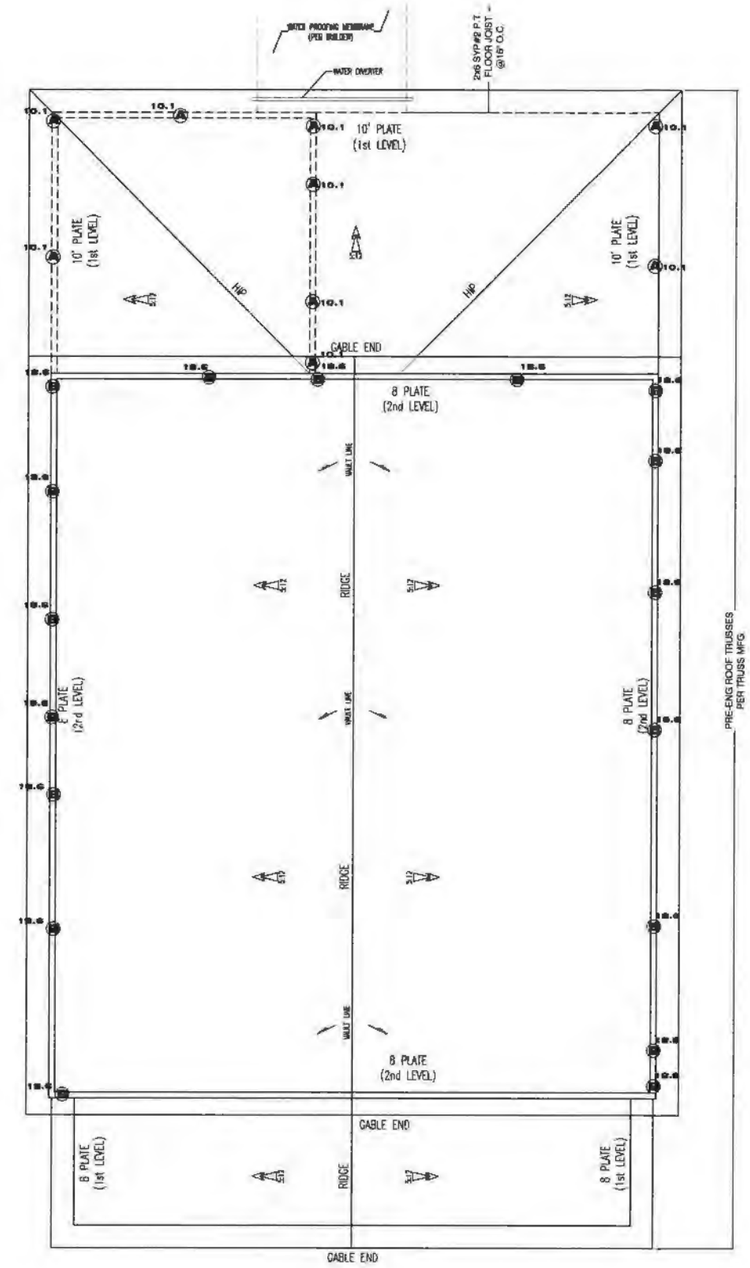
ROOF EAVE: 16" (TYP.)
12" @ GABLE

SOFFIT MATERIAL: HARDI SOFFIT (VENTED)
HARDI FASCIA w/
METAL DRIP EDGE

ROOF VENTILATION CALCULATION:
ROOF SQ.FT. = 2890 / 300 = 9.63 SQ.FT. (TOTAL VENTILATION) / 2
= 4.81 SQ.FT. (SOFFIT) & 4.81 SQ.FT. (UPPER ROOF)

– EACH ROOF VENT WILL VENTILATE (2) SQ.FT. = (3) TOTAL VENTS –

* ALL ROOF VENTS SHALL COMPLY WITH F.B.C. (SEC.R806)
* ALL ROOF FLASHING SHALL COMPLY WITH F.B.C (SEC. R903.2)
* ALL ROOF VENTS SHALL EXIT @ REAR OF ROOF



ROOF PLAN

SCALE: ¼"=1'

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B7.0

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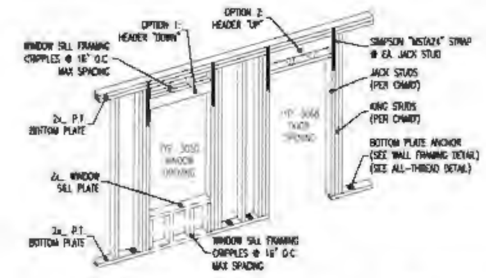
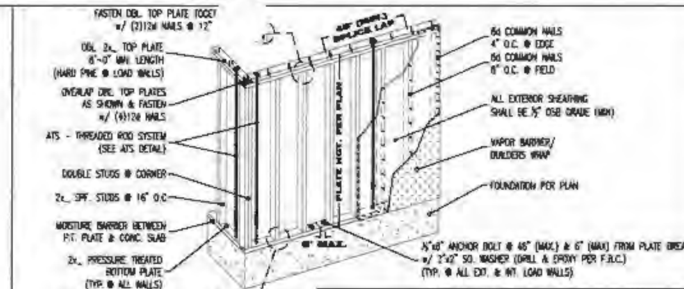


HEADER NOTES:
1. ALL HEADERS SHALL BE SYP#2 GRADE OR EQUIVALENT.
2. SEE MULTIPLE PLY MEMBER DETAIL FOR NAILING SPECIFICATIONS.
3. SEE WALL FRAMING DETAIL FOR BOTTOM PLATE ANCHOR.
4. SEE ALL THREAD DETAIL FOR OPTIONAL BOTTOM PLATE ANCHOR.
5. HEADER HEIGHT SHALL BE DETERMINED BY DOOR SPECIFICATIONS.

HEADER SPAN CHART

HDR. SIZE	SPAN	# OF JACKS	# OF KINGS
(2)2X6	3'-0"	1	2
(2)2X8	6'-0"	2	2
(2)2X10	9'-0"	2	2
(2)2X12	12'-0"	3	2

HEADER DETAIL
N.T.S.



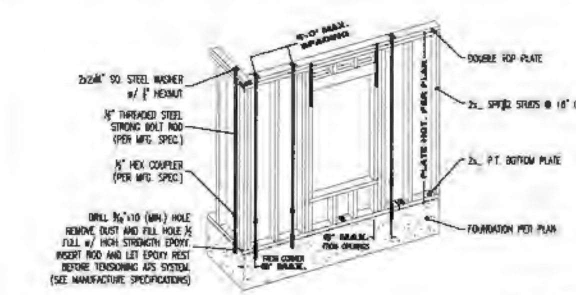
FRAMING NOTES:
1. ALL BOTTOM PLATES SHALL PRESSURE TREATED MATERIAL
2. ALL WALL STUDS SHALL SPRUCE PINE FIR #2 MATERIAL
3. LOAD BEARING DOUBLE TOP PLATE SHALL BE HARD PINE MATERIAL
4. ALL INTERIOR NON-LOAD BEARING WALL SHALL BE FASTENED TO CONC. SLAB w/ 0.145"x2½" SHOT PIN OR EQUIVALENT.

STUD TABLE

STUD SPACING FOR EXTERIOR LOAD-BEARING WALLS

CEILING HEIGHT	NO. 2 SPF 2x4	NO. 2 SPF 2x6	NO. 2 SYP 2x4	NO. 2 SYP 2x6	NO. 1 SYP 2x4	NO. 1 SYP 2x6
9 FT.	16" O.C.	24" O.C.	16" O.C.	24" O.C.	16" O.C.	24" O.C.
10 FT.	12" O.C.	24" O.C.	16" O.C.	24" O.C.	16" O.C.	24" O.C.
11 FT.	N/A	16" O.C.	N/A	16" O.C.	N/A	16" O.C.
12 FT.	N/A	16" O.C.	N/A	16" O.C.	N/A	16" O.C.
13 FT.	N/A	12" O.C.	N/A	16" O.C.	N/A	16" O.C.
14 FT.	N/A	12" O.C.	N/A	12" O.C.	N/A	16" O.C.

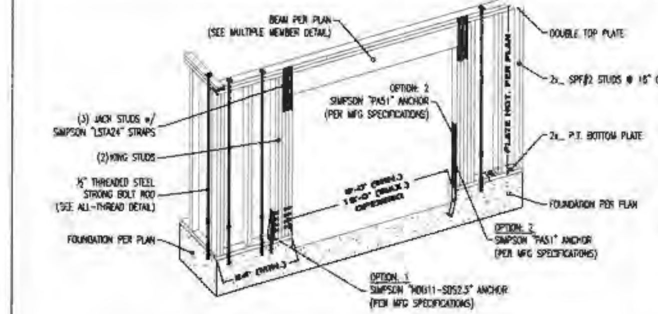
WALL FRAMING DETAIL
N.T.S.



FRAMING NOTES:
1. ATS ROD MAY SUBSTITUTE FOR ⅝" BOTTOM PLATE ANCHOR. (SEE WALL FRAMING DETAIL)
2. INSTALL ATS ROD SYSTEM AND ALL HARDWARE PER THIS DETAIL & MANUFACTURE SPECIFICATION / RECOMMENDATIONS.
3. ATS ROD SYSTEM SHALL BE PRESENT IN ALL EXTERIOR & TRUSS LOAD BEARING WALLS.
4. EPOXY TYPE AND USAGE SHALL COMPLY WITH THE F.B.C. (SEE MANUFACTURE SPECIFICATIONS).
5. ALL THREADED STEEL RODS SHALL CONFORM TO THE "ASTM-A35 THREADED STEEL" SECTION.

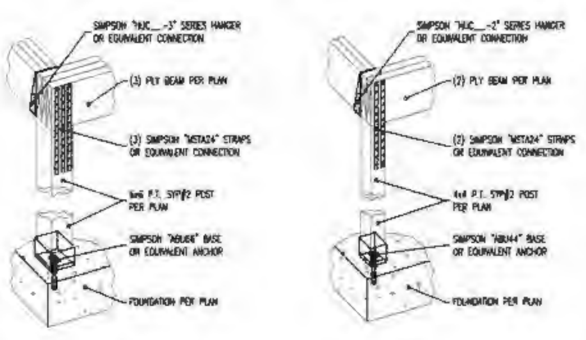
PLAN LEGEND
- = (1) STORY ROD
- = (2) STORY ROD
- = (1) STORY ROD 2nd LEVEL ONLY

ALL-THREAD ROD SYSTEM DETAIL
N.T.S.



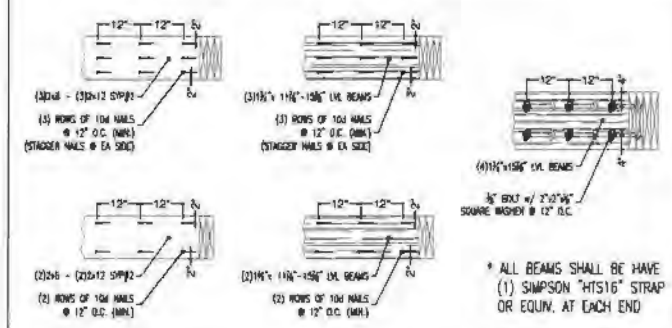
GARAGE DOOR NOTES:
1. GARAGE DOOR WALL STUDS SHALL BE 2x6 (MIN.)
2. INSTALL ATS ROD SYSTEM PER ALL-THREAD DETAIL
3. ALL ANCHOR INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE MANUFACTURE SPECIFICATIONS
4. EPOXY TYPE AND USAGE SHALL COMPLY WITH THE F.B.C. (SEE MANUFACTURE SPECIFICATIONS).

GARAGE DOOR DETAIL
N.T.S.



POST NOTES:
1. ALL HARDWARE PRODUCTS ARE SIMPSON STRONG TIE - ALL HARDWARE SHALL BE INSTALLED PER MANUFACTURE SPECIFICATIONS.
2. ALL HARDWARE CAN BE SUBSTITUTED BY OTHER HARDWARE MANUFACTURES. (MUST HAVE EQUIVALENT LOAD APPLICATION - BY OTHERS)
3. HARDWARE THAT IS GOING TO BE EXPOSED TO EXTERIOR ELEMENTS MUST HAVE CORROSION RESISTANT COATING.
4. USE MANUFACTURE RECOMMENDATIONS TO ACHIEVE PROPER UTILIZATION OF HARDWARE.

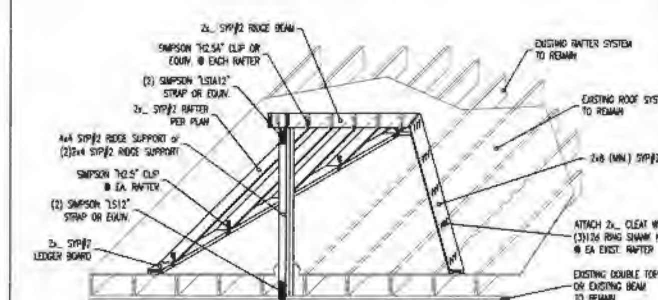
POST DETAIL
N.T.S.



* ALL BEAMS SHALL BE HAVE (1) SIMPSON "HTS16" STRAP OR EQUIV. AT EACH END

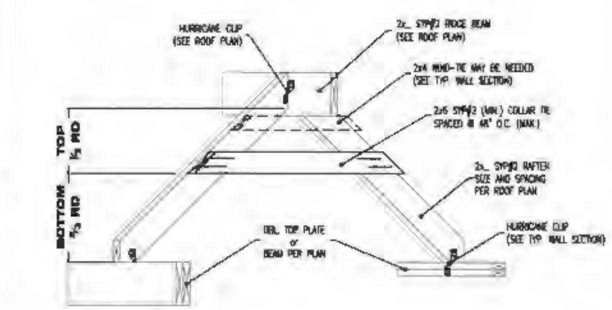
MULTI-PLY MEMBER NOTES:
1. ALL ROOF MATERIAL APPLICATION SHALL COMPLY WITH F.B.C. 2014 AND MANUFACTURE SPECIFICATIONS.
2. EXISTING ROOFING MATERIAL SHALL BE REMOVED DOWN TO WATER BARRIER / FELT PAPER.
3. ALL LUMBER USED IN OVER FRAMING SHALL BE SYP#2 GRADE (MIN.)

MULTI-PLY MEMBER DETAIL
N.T.S.



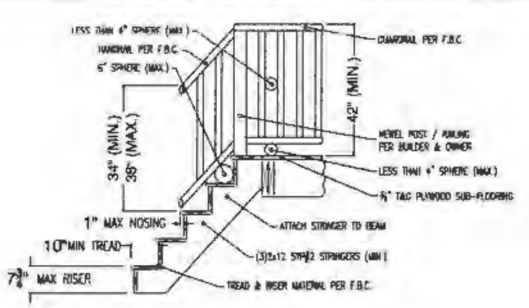
ROOF OVER FRAMING NOTES:
1. ALL ROOF MATERIAL APPLICATION SHALL COMPLY WITH F.B.C. 2014 AND MANUFACTURE SPECIFICATIONS.
2. EXISTING ROOFING MATERIAL SHALL BE REMOVED DOWN TO WATER BARRIER / FELT PAPER.
3. ALL LUMBER USED IN OVER FRAMING SHALL BE SYP#2 GRADE (MIN.)

ROOF OVER FRAME DETAIL
N.T.S.



COLLAR TIE NOTES:
1. 2x6 SYP.#2 (MIN.) COLLAR TIE SHALL BE FASTENED TO RAFTER w/ (6) 12d NAILS TYP. @ EA. END.
2. COLLAR TIE SHALL BE PLACED IN THE TOP ⅓ OF THE RAFTER BEARING SPAN WITH THE INTENT TO PREVENT RIDGE SAGGING
3. 2x4 WIND-TIE USAGE SHALL BE SPECIFIED IN THE TYPICAL WALL SECTION WITH THE INTENT TO PREVENT RIDGE SAGGING
4. ALL HURRICANE CLIPS, RAFTERS, AND RIDGE BEAM SPECIFICATIONS WILL BE FOUND ON THE ROOF PLAN AND/OR THE TYPICAL WALL SECTION.

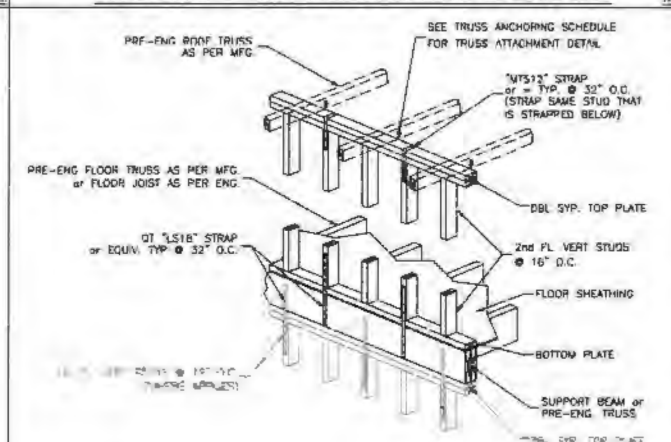
COLLAR TIE DETAIL
N.T.S.



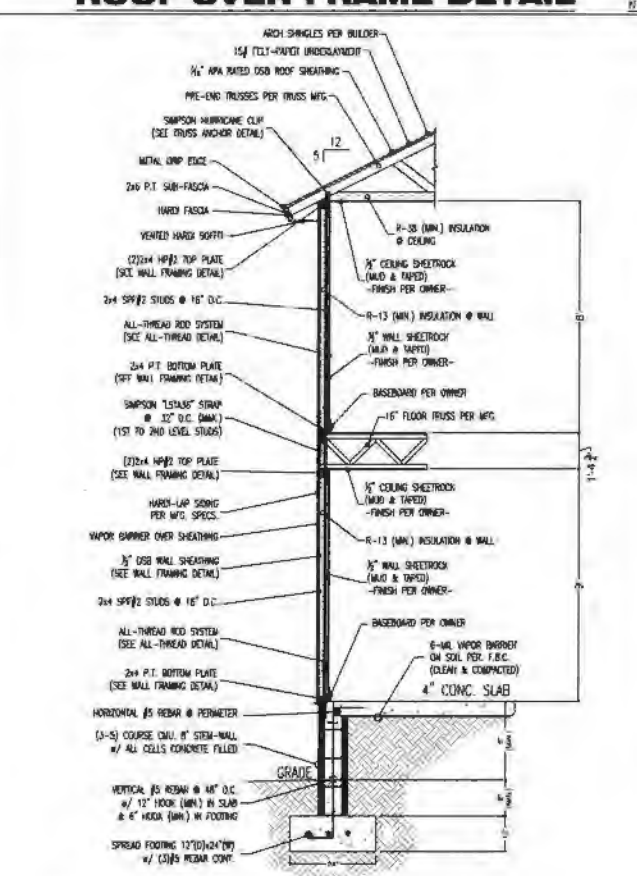
STAIR NOTES:
* (2)RISERS + (1)TREAD SHALL NOT BE LESS THAN 24" COMBINED OR MORE THAN 25" (MIN.)
* WIDTH SHALL BE 36" (MIN.) BETWEEN RAILS (SEE F.B.C. FOR PROTRUDING OBJECTS)
* ATTACH STRINGERS TO BEAM w/ (4)16d NAILS @ BEAM, TOE NAIL BOTTOM.

RAIL NOTES:
* ALL RAILING SHALL COMPLY WITH FLORIDA BUILDING CODE 2014
* ALL RAILS SHALL HAVE A PERIMETER DIMENSION OF 4" (MIN.) & 6" (MAX.) x 2¾" DEPTH (MAX.)
* RAIL HEIGHT SHALL BE 34" (MIN.) AND 38"(MAX.) ABOVE TREAD NOSING / FLOOR.
* FINGER SPACE SHALL BE 1½"(MIN.) AND 3½" (MAX.) FROM DOWELS / WALLS
* ROUND RAILS SHALL BE 1¼" (MIN.) AND 2¾" (MAX.) DIAMETER
* HANDRAIL SHALL BE PROVIDED AT ONE SIDE (MIN.) OF STAIRS.

POST DETAIL
N.T.S.



ALTERNATE STRAPPING DETAIL
N.T.S.



WALL SECTION NOTES:
1. ALL HARDWARE PRODUCTS ARE SIMPSON STRONG TIE - ALL HARDWARE SHALL BE INSTALLED PER MANUFACTURE SPECIFICATIONS.
2. ALL HARDWARE CAN BE SUBSTITUTED BY OTHER HARDWARE MANUFACTURES. (MUST HAVE EQUIVALENT LOAD APPLICATION - BY OTHERS)
3. HARDWARE THAT IS GOING TO BE EXPOSED TO EXTERIOR ELEMENTS MUST HAVE CORROSION RESISTANT COATING.
4. USE MANUFACTURE RECOMMENDATIONS TO ACHIEVE PROPER UTILIZATION OF HARDWARE.

TYP. WALL SECTION
N.T.S.

TRUSS FASTENERS

[1] GIRDER TRUSS STRAPPING - BOTTOM CHORD

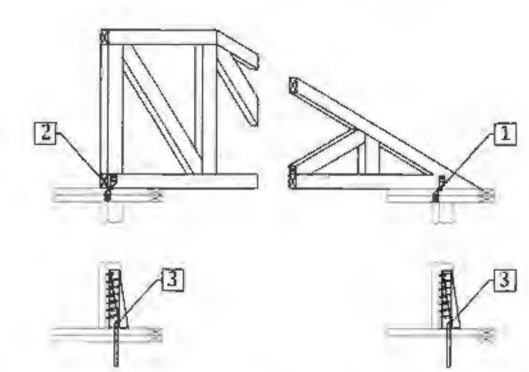
0-400#	H2.5
400#-800#	(2) H2.5
800#-1200#	H16
1200-1700#	LGT2 (2 PLY)
1700#-6400#	HGT2 (2 PLY)

[2] GIRDER TRUSS STRAPPING - VERTICAL NODE

0-400#	H2.5
400#-1200#	LST24
1200#-2800#	(2) MSTA24
2800#-6600#	HS13
6600#-13300#	HS16

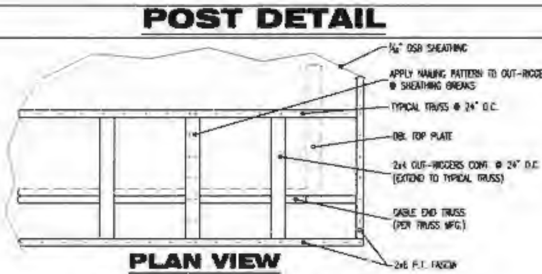
[3] GIRDER TRUSS STRAPPING - ANCHORING

0-5600#	HDU8-SDS2.5
5600#-8000#	HDU11-SDS2.5
8000#-10000#	HDU14-SDS2.5

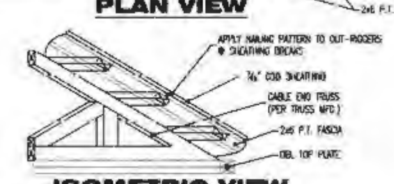


TRUSS ANCHOR NOTES:
1. ALL HARDWARE PRODUCTS ARE SIMPSON STRONG TIE - ALL HARDWARE SHALL BE INSTALLED PER MANUFACTURE SPECIFICATIONS.
2. ALL HARDWARE CAN BE SUBSTITUTED BY OTHER HARDWARE MANUFACTURES. (MUST HAVE EQUIVALENT LOAD APPLICATION - BY OTHERS)
3. HARDWARE THAT IS GOING TO BE EXPOSED TO EXTERIOR ELEMENTS MUST HAVE CORROSION RESISTANT COATING.
4. USE MANUFACTURE RECOMMENDATIONS TO ACHIEVE PROPER UTILIZATION OF HARDWARE.

TRUSS ANCHOR DETAIL
N.T.S.



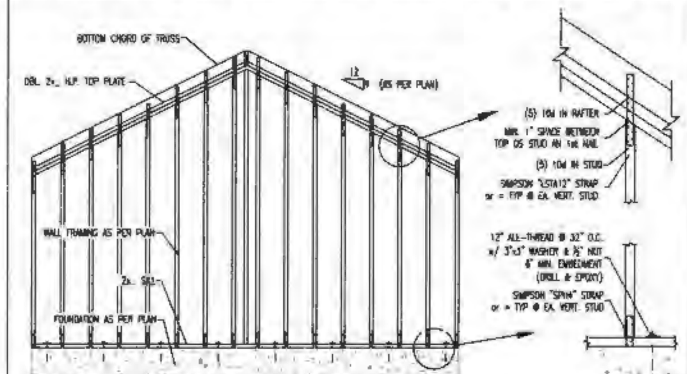
PLAN VIEW



ISOMETRIC VIEW

SECTION NOTES:
1. DROP CHORD GABLE CONSTRUCTION SHALL COMPLY WITH F.B.C. 2014 FBC-R 107.3.5

DROP GABLE DETAIL
N.T.S.



BALLOON FRAMING DETAIL
N.T.S.

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D7.0

SHEET #	(10) OF (18)
PROJECT NAME	SKIDMORE DADE ST.
PROJECT #	16.10.03
DRAWN BY	WMD
CHECKED BY	MGH
SCALE	¼"=1'-0"
DATE	01.31.18

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downsdraftinganddesign@gmail.com

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OWNER / BUILDER

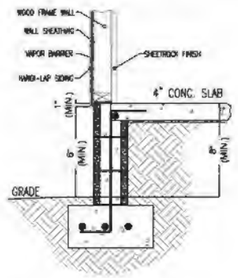
SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST. FERNANDINA BEACH, FL. 32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE,FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

ENGINEER OF RECORD



HARDI-LAP FLASHING DETAIL

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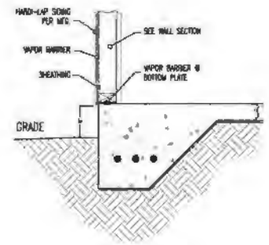
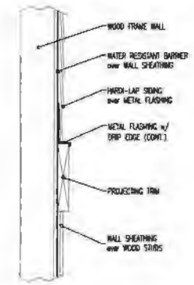


HARDI-LAP FLASHING DETAIL

N.T.S.



PROJECTING TRIM DETAIL

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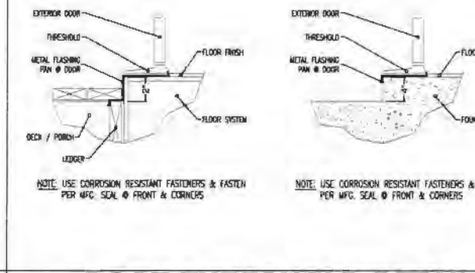
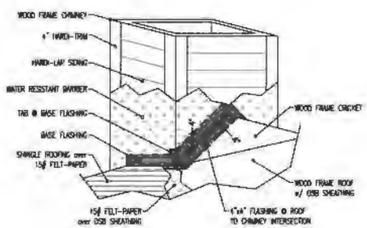


NOTE: USE CORROSION RESISTANT FASTENERS & FASTEN PER MFG. SEAL @ FRONT & CORNERS

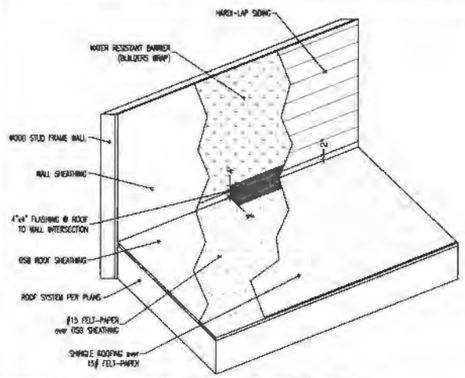
NOTE: USE CORROSION RESISTANT FASTENERS & FASTEN PER MFG. SEAL @ FRONT & CORNERS

DOOR THRESHOLD DETAIL



CHIMNEY FLASHING DETAIL

N.T.S.



ROOF TO WALL DETAIL

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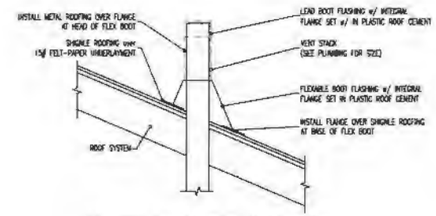
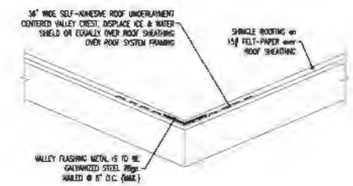


NOTE - INSTALL IN STRICT ACCORDANCE w/ MFG. INSTRUCTIONS
- APPLY ROOFING CEMENT OR SELF-ADHERING FLASHING OVER FLANGE AT HEAD ONLY.

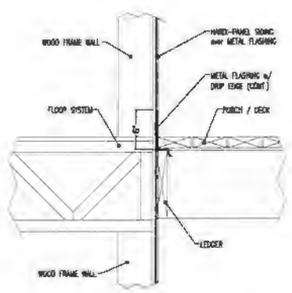
ROOF VENT STACK DETAIL

N.T.S.

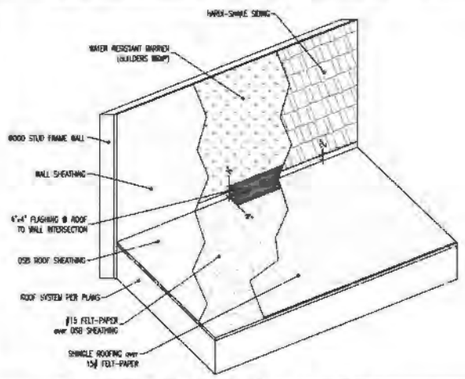


VALLEY FLASHING DETAIL

N.T.S.



DECK FLASHING DETAIL



ROOF TO WALL DETAIL

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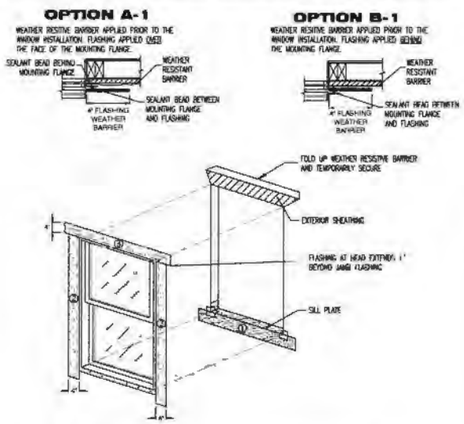


JAMB FLASHING:
EXTEND JAMB FLASHING TO OVER LAP SILL FLASHING. EXTEND JAMB FLASHING 4" ABOVE ROUGH OPENING AT HEAD. TUCK TOP OF JAMB FLASHING UNDER THE FLAP OF WRB AT THE HEAD.

JAMB SEALANT:
APPLY CONTINOUS SEALANT TO THE MOUNTING FLANGES AT THE TOP (HEAD) AND SIDES (JAMBS) OF WINDOW. EXTEND SEALANT AT JAMBS 4" ABOVE THE ROUGH OPENING AT HEAD. EMBED JAMB FLASHING INTO SEALANT AND FASTEN IN PLACE. (FLASHING GOES OVER SEALANT)

HEAD FLASHING:
EMBED BOTTOM OF THE HEAD FLASHING AGAINST THE PREVIOUSLY APPLIED SEALANT (FLASHING GOES OVER THE SEALANT). EXTEND HEAD FLASHING BEYOND EACH JAMB FLASHING. FASTEN IN PLACE.
AT HEAD. TUCK TOP OF JAMB FLASHING UNDER THE FLAP OF WATER RESISTANT BARRIER AT THE HEAD.

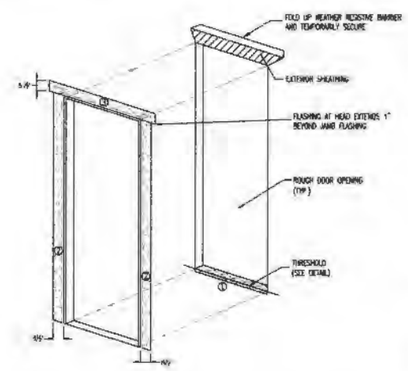
NOTE:
8.1.1.1.4 USE THE FLASHING CUT FORMULAS TO DETERMINE THE LENGTH OF EACH STRIP OF FLASHING FOR EACH WINDOW. THE ASTM STANDARD REQUIRES A FLEXIBLE FLASHING MINIMUM ROLL WIDTH OF 9 IN. (230 MM). WIDER FLASHING MATERIALS, (FOR EXAMPLE, 12 IN. (300 MM)) MAY BE USED, HOWEVER THE ACTUAL CUT LENGTHS FIGURED BY USING THE CHART WILL INCREASE. THE USE OF SELF-ADHESIVE TYPE FLASHING IS ACCEPTABLE. (FOR FUTURE DISCUSSION: SELF-ADHESIVE FLASHINGS CAN BE EFFECTIVE WITH WIDTHS LESS THAN 9 IN. (230 MM). SELF-ADHESIVE TYPE FLASHING SEALS ITSELF TO THE WEATHER RESISTANT BARRIER AND TO THE MOUNTING FLANGE WITHOUT THE NEED FOR ADDITIONAL SEALANT APPLIED TO THE EXTERIOR FACE OF THE FLANGE. SELF-ADHESIVE TYPE FLASHING MATERIALS MUST PROPERLY ADHERE, (CREATING A WATER TIGHT JOINT) TO THE (WRB) AND TO THE MOUNTING FLANGE MATERIAL IN ORDER TO BE ACCEPTABLE FOR USE.

SEAL THE WINDOW FRAME TO OPENING. APPLY A 1/8" MIN. DIA. TO THE BACKSIDE (INTERIOR) OF THE WINDOW FLANGE. IN LINE WITH ANY PRE-PUNCHED HOLES OR SLOTS.

SHIM AND ADJUST WINDOW TO ACHIEVE SQUARE, PLUMB, AND LEVEL CONDITION. USE CORROSION RESISTANT FASTENERS. FASTEN WINDOWS PER WINDOW MANUFACTURERS SPECIFICATIONS.

WINDOW FLASHING DETAIL

N.T.S.



JAMB FLASHING:
EXTEND JAMB FLASHING TO OVER LAP SILL FLASHING. EXTEND JAMB FLASHING 6" ABOVE ROUGH OPENING AT HEAD. TUCK TOP OF JAMB FLASHING UNDER THE FLAP OF WRB AT THE HEAD.

JAMB SEALANT:
APPLY CONTINOUS SEALANT TO THE MOUNTING FLANGES AT THE TOP (HEAD) AND SIDES (JAMBS) OF DOOR UNIT. EXTEND SEALANT AT JAMBS 6" ABOVE THE ROUGH OPENING AT HEAD. EMBED JAMB FLASHING INTO SEALANT AND FASTEN IN PLACE. (FLASHING GOES OVER SEALANT)

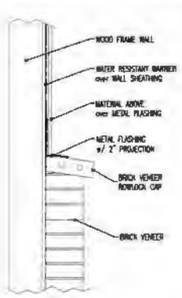
HEAD FLASHING:
EMBED BOTTOM OF THE HEAD FLASHING AGAINST THE PREVIOUSLY APPLIED SEALANT (FLASHING GOES OVER THE SEALANT). EXTEND HEAD FLASHING BEYOND EACH JAMB FLASHING. FASTEN IN PLACE.
AT HEAD. TUCK TOP OF JAMB FLASHING UNDER THE FLAP OF WATER RESISTANT BARRIER AT THE HEAD.

NOTE:
8.1.1.1.4 USE THE FLASHING CUT FORMULAS TO DETERMINE THE LENGTH OF EACH STRIP OF FLASHING FOR EACH DOOR. THE ASTM STANDARD REQUIRES A FLEXIBLE FLASHING MINIMUM ROLL WIDTH OF 9 IN. (230 MM). WIDER FLASHING MATERIALS, (FOR EXAMPLE, 12 IN. (300 MM)) MAY BE USED, HOWEVER THE ACTUAL CUT LENGTHS FIGURED BY USING THE CHART WILL INCREASE. THE USE OF SELF-ADHESIVE TYPE FLASHING IS ACCEPTABLE. (FOR FUTURE DISCUSSION: SELF-ADHESIVE FLASHINGS CAN BE EFFECTIVE WITH WIDTHS LESS THAN 9 IN. (230 MM). SELF-ADHESIVE TYPE FLASHING SEALS ITSELF TO THE WEATHER RESISTANT BARRIER AND TO THE MOUNTING FLANGE WITHOUT THE NEED FOR ADDITIONAL SEALANT APPLIED TO THE EXTERIOR FACE OF THE FLANGE. SELF-ADHESIVE TYPE FLASHING MATERIALS MUST PROPERLY ADHERE, (CREATING A WATER TIGHT JOINT) TO THE (WRB) AND TO THE MOUNTING FLANGE MATERIAL IN ORDER TO BE ACCEPTABLE FOR USE.

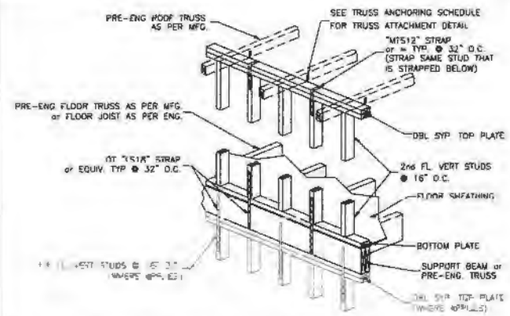
SHIM AND ADJUST DOOR TO ACHIEVE SQUARE, PLUMB, AND LEVEL CONDITION. USE CORROSION RESISTANT FASTENERS. FASTEN DOOR PER DOOR MANUFACTURERS SPECIFICATIONS.

DOOR FLASHING DETAIL

N.T.S.



PROJECTING CAP DETAIL



ALTERNATE STRAPPING DETAIL

N.T.S.

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D7.1

SHEET #	(11) OF (12)
PROJECT NAME	SKIDMORE DADE ST.
PROJECT #	18.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE	¼"=1'-0"
DATE:	01.31.19

DOWNS DRAFTING & DESIGN LLC
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Jacksonville, FL 32218
(904)536-0857
downsdraftinganddesign@gmail.com

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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

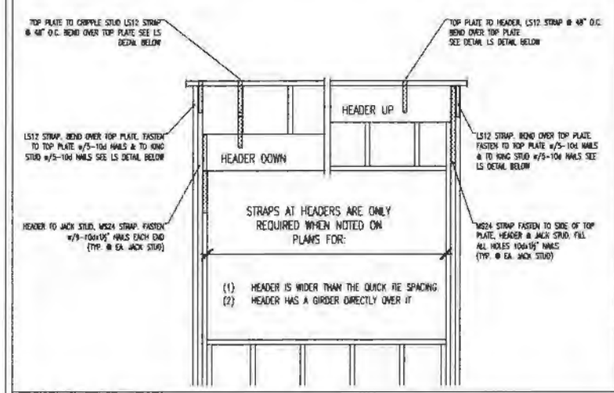
0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE, FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

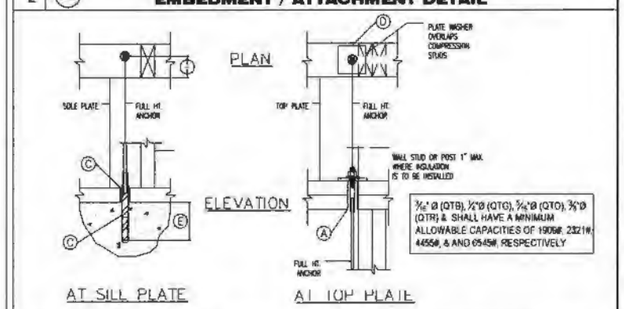
ENGINEER OF RECORD

QUICK TIE INSTA _ATION DETAILS

1 HEADER STRAPPING DETAIL (USE WHEN NOTED)



2 EMBEDMENT / ATTACHMENT DETAIL



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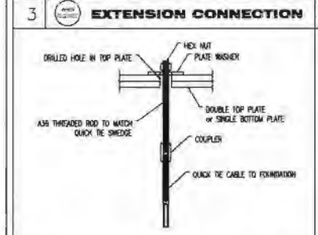

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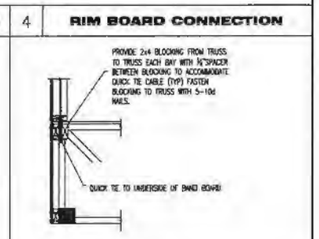
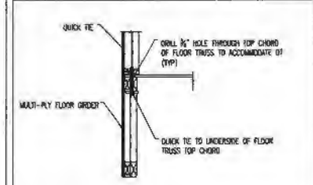
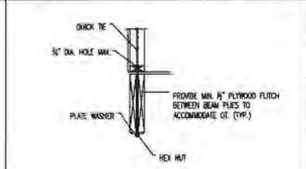


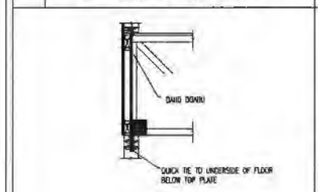
5 FLOOR TRUSS CONNECTION



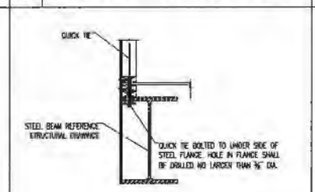
6 WOOD BEAM CONNECTION



7 QT UNDER TOP PLATE



8 STEEL BEAM CONNECTION



QUICK TIE CABLE LEGEND

- **A** (QTA) QUICK TIE AQUA – 910#
- **B** (QTA) QUICK TIE AQUA – 1,909#
- **G** (QTA) QUICK TIE AQUA – 2,939#
- **O** (QTA) QUICK TIE AQUA – 4,455#

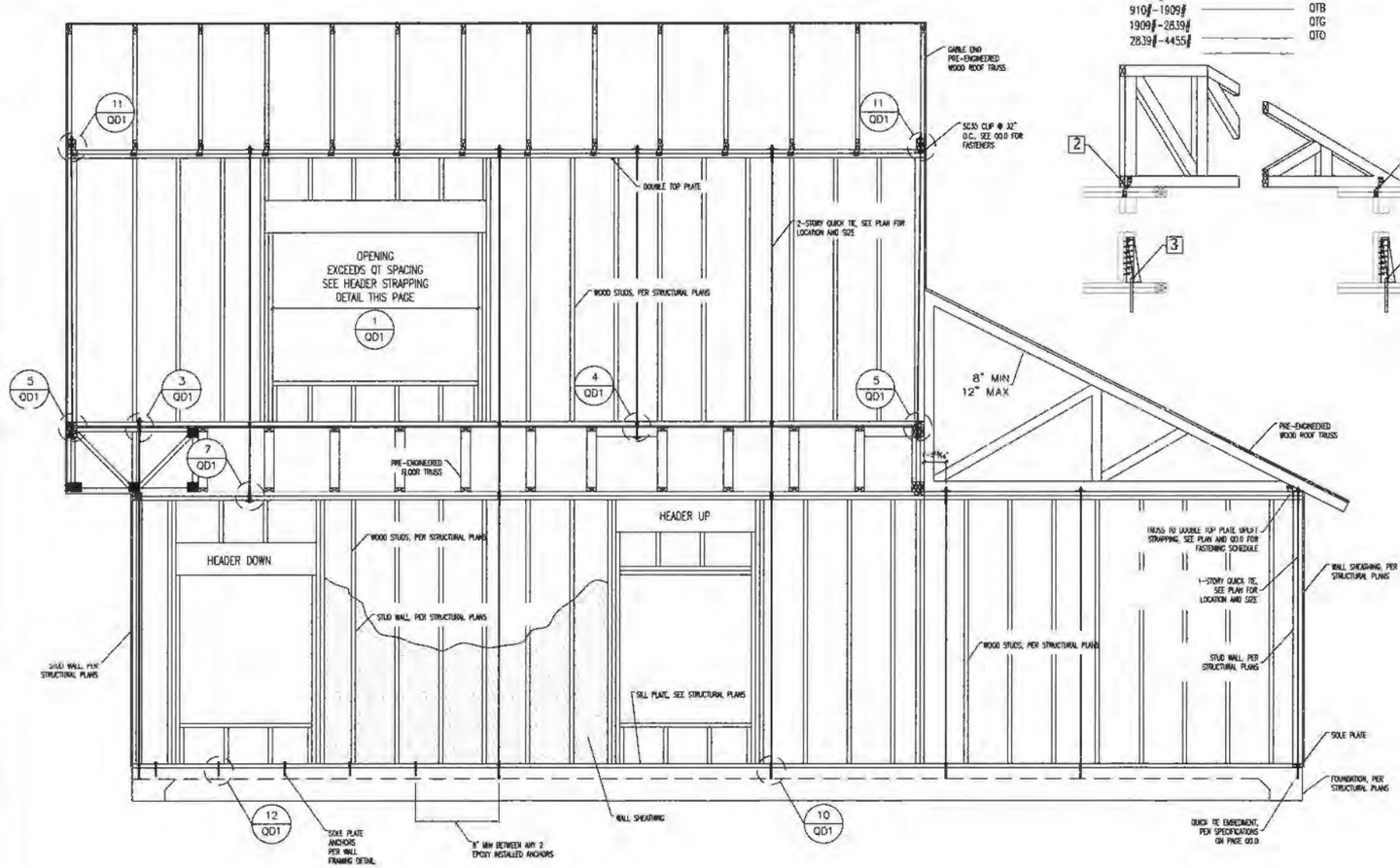
CABLE NOTES:
1. ALL CABLES SHALL BE LOCATED PER FRAMING PLAN & 8'-0" MAX. SPACING

QUICK TIE ANCHORING SYSTEM INSTALLATION SCHEMATIC

HEADER NOTES:
1. STRAPS AT HEADERS ARE ONLY REQUIRED WHEN
   A. WHEN HEADER IS WIDER THEN THE QUICK TIE SPACING.
   B. WHEN HEADER HAS A GIRDER TRUSS DIRECTLY ABOVE.
2. PROVIDE 2-CS16 STRAPS ON KING AND JACK STUDS THROUGH FLOOR SYSTEM BELOW IF THERE IS NOT A QUICK TIE ADJACENT TO OPENING.

FULL HEIGHT ANCHOR INSTALLATION CHART

FULL HT. ANCHOR	Ⓐ TOP PLATE HOLE	Ⓑ SILL PLATE HOLE	Ⓒ CONCRETE HOLE	Ⓓ WASHER SPEC	Ⓔ EMBEDMENT DEPTH		Ⓕ EDGE DISTANCE
QTB	7/8" ø	9/16" ø	9/16" ø	2 1/4" x 2 1/4 x 3/16"	4"	4"	2 1/2"
QTG	7/8" ø	9/16" ø	9/16" ø	3 x 3 x 3/16"	4"	4"	2 3/4"
QTO	1" ø	3/4" ø	3/4" ø	3 x 3 x 1/4"	6"	6"	3"
QTR	1" ø	7/8" ø	7/8" ø	3 x4 1/2" x 1/2"	7"	7"	4 1/2"
							MONO



TRUSS FASTENER SCHEDULE

1 TYPICAL TRUSS STRAPPING - BOTTOM CHORD

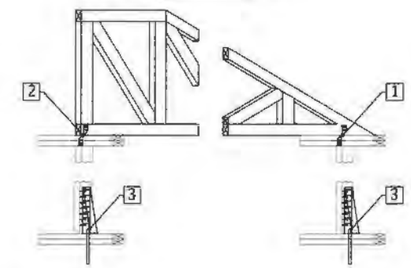
0-570#	6" TIMBERLOK
570#-662#	HA4
662#-945#	MTS12
945#-1257#	HTS12
1257#-2900#	OGT

2 GIRDER TRUSS STRAPPING - VERTICAL NODE

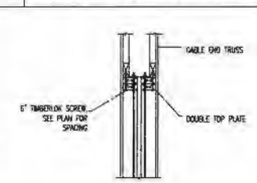
0-570#	6" TIMBERLOK
570#-1232#	6" TIMBERLOK & HA4
1232#-1890#	(2) MTS12
1890#-2514#	(2) HTS12
2514#-5800#	(2) OGT

3 GIRDER TRUSS STRAPPING - ANCHORING

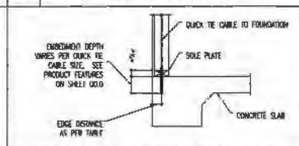
0-910#	QTA
910#-1909#	QTB
1909#-2839#	QTG
2839#-4455#	QTO



9 PARTY WALL CONNECTION

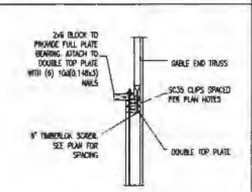


10 FOUNDATION CONNECTION

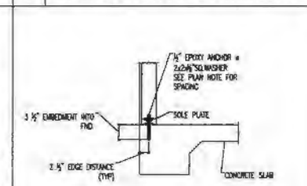


CABLE TYPE	EDGE DISTANCE
QTB	2-¾"
QTG	2-¾"
QTO	3"
QTR	3-½"

11 GABLE END CONNECTION



12 EPOXY ANCHOR CONNECTION



13

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D7.1

SHEET #	(11) OF (12)
PROJECT NAME	SKIDMORE DADE ST.
PROJECT #:	18.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	01.31.18

DOWNS DRAFTING & DESIGN LLC
1020 Little Brook Cr.
Jacksonville, FL 32218
(904)536-0857
downsdraftinganddesign@gmail.com

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OWNER / BUILDER:

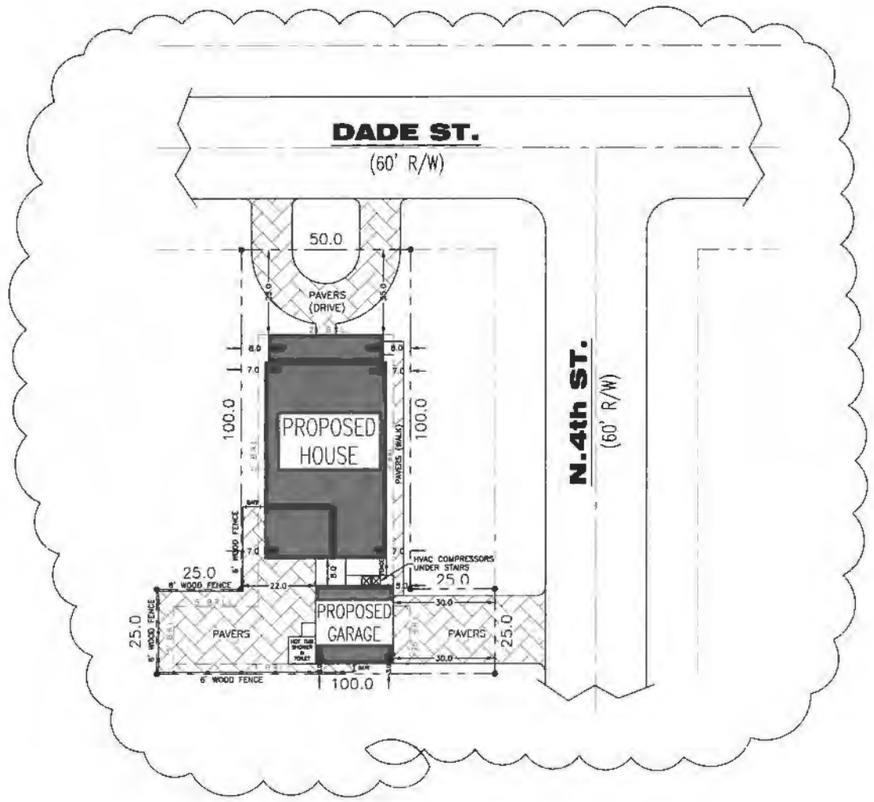
SKIDMORE RESIDENCE

PROJECT ADDRESS:

0000 DADE ST.
FERNANDINA BEACH, FL. 32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE, FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

ENGINEER OF RECORD



= AMENDED ITEM
(01.31.2018)

BUILDING RESTRICTION LINES	
LOCATION	DISTANCE
FRONT	25'-0"
REAR	3'-0"
SIDE	5'-0"

SITE PLAN

SCALE: 1 = 40

NORTH

NOTES:

- TREES NOT LOCATED
- MAX LOT COVERAGE (PER ZONING)
- LIMITS OF EAVES NOT SHOWN ON SITE
- PROJECT SHALL BE EQUIPPED w/ GUTTERS, DOWN SPOUTS, & DRAINS. LOCATION & SPECS AS PER CONTRACTOR/BUILDER
- DOSING TANK AND DRAIN FIELD SHALL BE SIZED BY PLUMBING CONTRACTOR PER BUILDING SIZE AND LOCAL BUILDING CODE REQUIREMENTS (BY OTHERS)
- WATER WELL SHALL BE DRILLED IN ACCORDANCE w/ LOCAL BUILDING CODES (BY OTHERS)
- 12" CONCRETE CULVERT SHALL BE PLACED UNDER DRIVE-WAY IF DRAINAGE DITCH IS PRESENT.

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SP1.0

SHEET #:	
PROJECT NAME:	SKIDMORE DADE ST.
PROJECT #:	18.10.02
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	01.31.18

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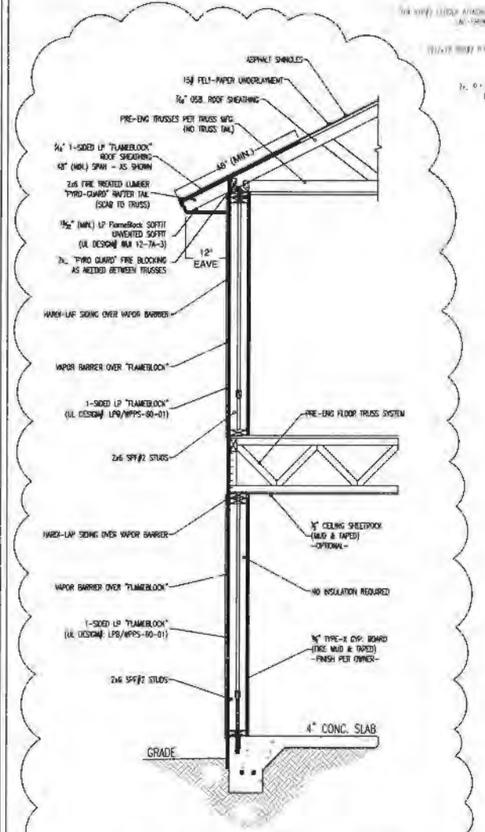
OWNER/BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

**000 DADE ST.
FERNANDINA BEACH, FL.
32034**

ENGINEER OF RECORD



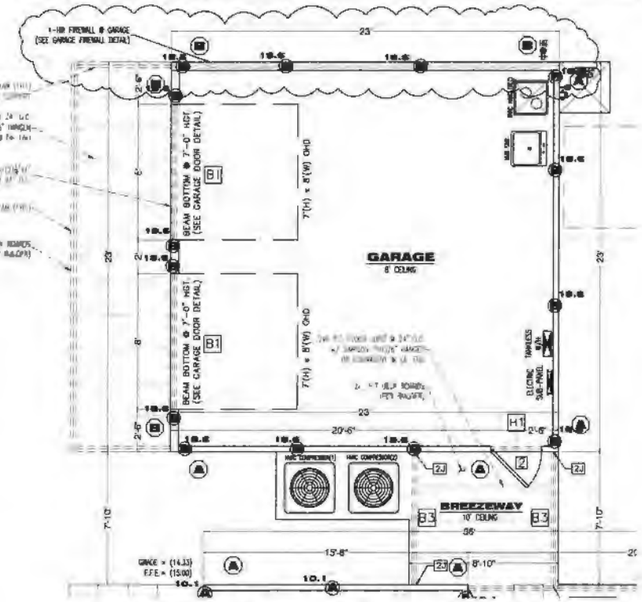
UL DESIGN#: LPB/WPPS-60-01 (INTERTEK LISTING)

1-HR GARAGE FIREWALL

N.T.S.

NOTES: -ALL OPENINGS MUST BE FIRE CAULKED
-ALL FIREWALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FIRE PREVENTION CODE 2014

= AMENDED ITEM (03.20.2017)



GARAGE FRAMING PLAN

SCALE: 1/4" = 1'

DOOR SCHEDULE			
SYMBOL	SIZE	DIMENSION	DISCRIPTION
1	3068	36"x80"	SOLID CORE UNIT w/(2) 1/2" S.L.
2	3068	36"x80"	SOLID CORE EXTERIOR UNIT
3	3068	36"x80"	SOLID CORE INTERIOR UNIT
4	2868	32"x80"	SOLID CORE INTERIOR UNIT
5	2668	30"x80"	SOLID CORE INTERIOR UNIT
6	2468	28"x80"	SOLID CORE INTERIOR UNIT
7	2068	24"x80"	SOLID CORE INTERIOR UNIT
8	3068	36"x80"	SOLID CORE INTERIOR UNIT (POCKET)
9	2868	32"x80"	SOLID CORE INTERIOR UNIT (POCKET)
10	2668	30"x80"	SOLID CORE INTERIOR UNIT (POCKET)
11	2468	28"x80"	SOLID CORE INTERIOR UNIT (POCKET)
12	2068	24"x80"	SOLID CORE INTERIOR UNIT (POCKET)
13	(2)2068	48"x80"	SOLID CORE INTERIOR UNIT (BI-FOLD)
14	(2)3068	36"x80"	SOLID CORE EXTERIOR UNIT
15	10080	120"x96"	SLIDING GLASS DOOR

* PROVIDE AUTOMATIC DOOR CLOSURE ON ANY DOORS LEADING FROM UNCONDITIONED GARAGE SPACE, INTO CONDITIONED LIVING SPACE. (MIN. 20 MINUTE FIRE RATED DOOR)

WINDOW SCHEDULE			
SYMBOL	SIZE	DIMENSION	DISCRIPTION
A	3050	36"x60"	SINGLE HUNG
B	3030	36"x36"	SINGLE HUNG
C	2030	24"x36"	SINGLE HUNG
D	6040	72"x48"	SINGLE HUNG
E	2650	30"x60"	SINGLE HUNG
F	3016	36"x16"	FIXED GLASS (TRANSUM)
G	2020	24"x24"	SINGLE HUNG

HEADER SCHEDULE		
SYMBOL	BEAM SIZE	DISCRIPTION
H1	(3) 2x6	SOUTHERN YELLOW PINE #2
H2	(3) 2x8	SOUTHERN YELLOW PINE #2
H3	(3) 2x10	SOUTHERN YELLOW PINE #2
H4	(3) 2x12	SOUTHERN YELLOW PINE #2
H5	(2) 2x6	SOUTHERN YELLOW PINE #2
L1	8"x8" CONC.	CONCRETE PRE-FAB LINTEL w/(2) #5 REBAR

* STRAP EACH END OF BEAM WITH SIMPSON "MSTA24" STRAP OR EQUIVALENT @ EACH JACK STUD (SEE HEADER DETAIL)
* SEE CMU BLOCK WALL DETAILS AND NOTES FOR CONCRETE WALL CONSTRUCTION (SEE LINTEL DETAIL)

BEAM SCHEDULE		
SYMBOL	BEAM SIZE	DISCRIPTION
B1	(3) 2x12	SOUTHERN YELLOW PINE #2
B2	(2) 2x12	SOUTHERN YELLOW PINE #2
B3	(2) 2x8	LVL OR PARRALAM BEAM
B4	(2) 1 3/4"x15 1/4"	LVL OR PARRALAM BEAM

* STRAP EACH END OF BEAM WITH SIMPSON "MSTA24" STRAP OR EQUIVALENT @ EACH JACK STUD
* (2) SYMBOL REPRESENTS THE NUMBER OF JACK STUDS NEEDED @ EACH BEAM (SEE HEADER DETAIL)

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL. LIVING	CONDITIONED	1,777 sq.ft.
2nd FL. LIVING	CONDITIONED	722 sq.ft.
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
BREEZEWAY	UNENCLOSED	69 sq.ft.
GARAGE 1st FL.	UNCONDITIONED	529 sq.ft.
GARAGE 2nd FL.	CONDITIONED	529 sq.ft.
DECK	UNENCLOSED	69 sq.ft.
BALCONY	UNENCLOSED	138 sq.ft.
TOTAL A/C		3,028 sq.ft.
TOTAL U/R		4,210 sq.ft.
TOTAL SQ.FT.		4,417 sq.ft.

SHEARWALL SCHEDULE			
SYMBOL	TYPE	SHEATHING	NAILING
A	2x4 SPF.	7/16" OSB (MIN) -BLOCKED-	4"O.C. EDGE & 8"O.C. FIELD
B	2x6 SPF.	7/16" OSB (MIN) -BLOCKED-	4"O.C. EDGE & 8"O.C. FIELD
C	2x8 SPF.	7/16" OSB (MIN) -BLOCKED-	4"O.C. EDGE & 8"O.C. FIELD

NOTE: ALL EXTERIOR WALLS ARE LOAD BEARING SHEAR WALLS

THE SHEAR WALLS TABLE WAS ESTABLISHED ASSUMING THE FOLLOWING CRITERIA UNLESS OTHERWISE NOTED IN THE TABLE:
* WOOD SHEATHING TO STUDS NAILING SHALL BE 8d COMMON NAILS.
* GYPSUM BOARD TO STUDS NAILING SHALL BE 5d AND 6d COLLAR NAILS FOR 1/2" AND 5/8" THICK BOARD RESPECTIVELY.
* SOLE PLATE-CONCRETE SLAB ANCHORS LOCATED @ 6" (MIN.) EA. SIDE OF PLATE BREAK. ANCHOR SHALL BE 1/2" x 8" EPOXY GROUTED BOLTS.
* INSTALL ALL-THREAD ROD SYSTEM PER DETAIL

WALL FRAMING LEGEND		
SYMBOL	WALL SIZE	DISCRIPTION
	8" CMU	8x16 CMU. BLOCK WALL
	2x8	SPRUCE PINE FIR #2 (EXTERIOR)
	2x6	SPRUCE PINE FIR #2 (EXTERIOR)
	2x4	SPRUCE PINE FIR #2 (EXTERIOR)
	2x4	SPRUCE PINE FIR #2 (INTERIOR)

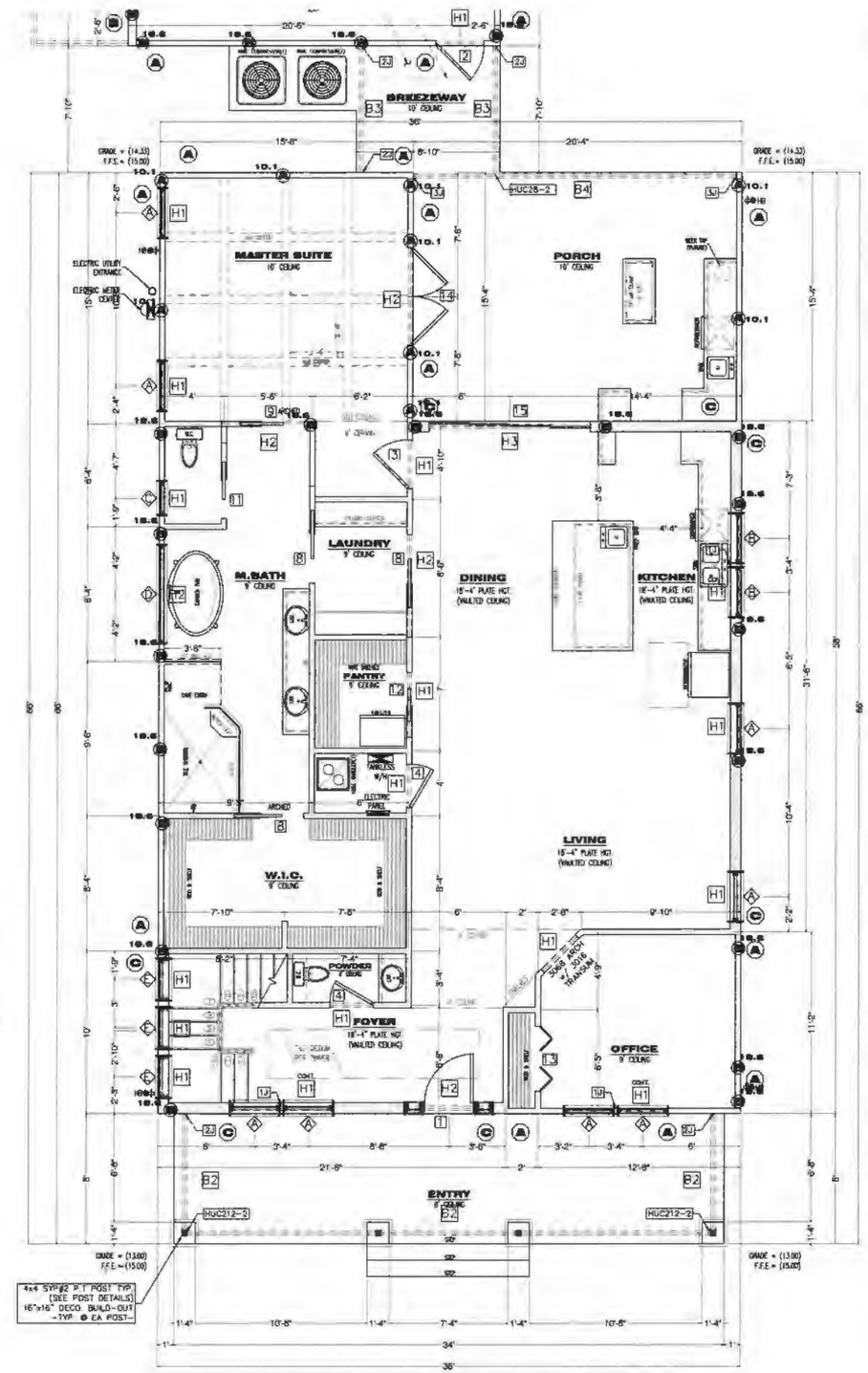
* SEE WALL FRAMING DETAIL AND STUD TABLE
* INTERIOR NON-LOAD BEARING WALL STUDS SHALL BE SPACED @ 24" O.C.

QUICK TIE CABLE LEGEND		
TYPE	CABLE	LOAD
A	1/4" DIA.	0#-910#
B	5/16" DIA.	910#-1909#
C	3/8" DIA.	1909#-2839#
D	5/16" DIA.	2839#-4455#

○ = (1) STORY □ = (2) STORY △ = (3) STORY

8'-0" <-- CABLE LENGTH (FROM SLAB TO TOP PLATE)

* ALL EXTERIOR WALLS ARE LOAD BEARING WALLS
* CABLE SHALL BE LOCATED PER FRAMING PLAN.
* ANC. SPACING SHALL NEVER EXCEED 6'-0" O.C.
* QS CABLES & ANCHORS SHALL BE PLACED IN ALL LOAD BEARING WALLS.
* SEE QT DETAILS FOR ALL INSTALLATION REQUIREMENTS



1st LEVEL FRAMING PLAN

SCALE: 1/4" = 1'

B4.0

SHEET #: (5) OF (12)
PROJECT NAME: SKIDMORE DADE ST.
PROJECT #: 16.10.03
DRAWN BY: WMD
CHECKED BY: MGH
SCALE: 1/4"=1'-0"
DATE: 01.31.18

DOWNS DRAFTING & DESIGN LLC
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Jacksonville, FL 32218
(904)536-0857
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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE, FL 32216
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ENGINEER OF RECORD

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HDC 2016-32 Amendment

EXHIBIT 3

1/11/2018 Site Visit Photos

01.11.2018 18:09

01.11.2018 18:10

01.11.2018 18:10

01.11.2018 18:11

01.11.2018 18:11

01.11.2018 18:11

01.11.2018 18:11

01.11.2018 18:10

01.11.2018 18:12

01.11.2018 18:12

01.11.2018 18:12

01.11.2018 18:13

01.11.2018 18:14

LOWE'S
904-237-8045
01.11.2018 18:15

01.11.2018 18:13

01.11.2018 18:12

01.11.2018 18:16

01.11.2018 18:16

01.11.2018 18:13

NO PARKING OR STANDING ANYTIME
North 4th St
MosquitoNix
GAS LINE BURIED BELOW
01.11.2018 18:13

01.11.2018 18:15

01.11.2018 18:16

01.11.2018 18:17

01.11.2018 18:17

01.11.2018 18:18

FLOATER
STOP
01.11.2018 18:18

Future Home Of:
KIDMORE/ROBILLARD
JOHNSON
HOME BUILDERS INC.
904-237-8045
JohnsonHomeBuilders@comcast.net
CBC 1250988
01.11.2018 18:18
STOP
HALL'S QUALITY
PAINTING
(904) 310-6091

01.11.2018 18:18

01.11.2018 18:18

NO PARKING
01.11.2018 18:19

01.11.2018 18:19

STILLWELL
FOR SALE
01.11.2018 18:19

01.11.2018 18:19

30093
01.11.2018 18:19

Future Home Of:
SKIDMORE/ROBILLARD
JOHNSON
HOME BUILDERS INC.
904-237-8045
JohnsonHomeBuilders@comcast.net
CBC 1250988
01.11.2018 18:20

01.11.2018 18:20

HDC 2016-32 Amendment

EXHIBIT 4

Photos Showing Resolution of Site Issues (Dumpster, Portable Toilette, Silt Fence)

NO
PARKING
OR
STANDING
ANYTIME
30093
FLOATERS

LOWE'S
LOWE'S
STOP

HDC 2016-32 Amendment

EXHIBIT 5

Photos Provided By Applicant

30093
FLOATERS

ENERGYGUIDE
ENERGYGUIDE
ENERGYGUIDE

HDC 2016-32 Amendment

EXHIBIT 6

HDC 2016-32 Agenda Packet
as Presented December 6, 2016

HISTORIC DISTRICT COUNCIL STAFF REPORT
HDC 2016-32
DECEMBER 15, 2016

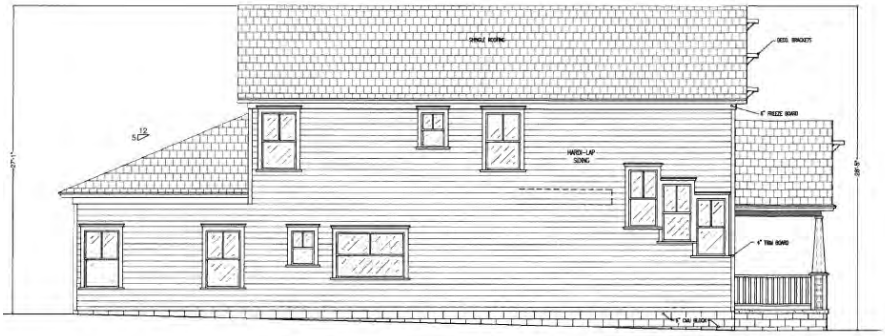
Owner/Applicant:	Steve Skidmore				
Property Address:	327 N. 4th Street				
Requested action:	Certificate of Approval (COA) to construct a 2,276 sq. ft. home with an accessory building consisting of a 529 sq. ft. garage with dwelling unit above.				
Current zoning:	R-2				
FLUM land use category:	Medium Density Residential				
Existing uses on the site:	Vacant				
Year Built:	N/A				
Contributing Status:	Non-Contributing				
Adjacent Properties:	North	S.F. Residential	c.	R-2	
	South	Vacant	c.	R-2	
	East	Vacant	c.	R-2	
	West	Vacant	c.	R-2	

All required application materials have been received. All fees have been paid. All required notices have been made.

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

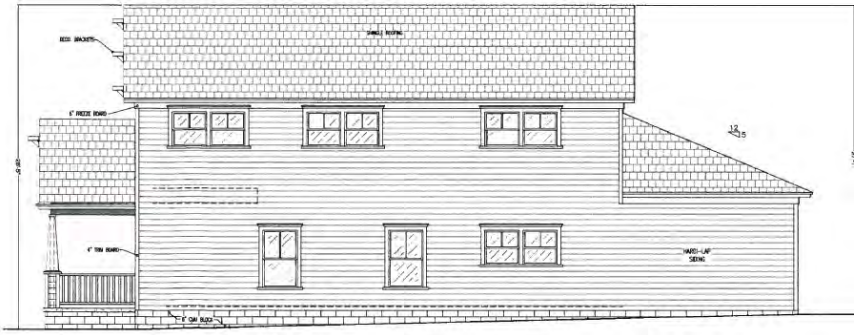
Applicant is proposing to construct a 2,276 sq. ft. home with an accessory building consisting of a 529 sq. ft. garage with dwelling unit above.

The home will be a 2-story, Craftsman style house. It will feature hardiboard horizontal 6” lap siding and hardishake siding. The windows in the home will be Jeld-Wen single-hung 2/1 windows and the front door will be a Jeld-Wen full lite single-entry with side lites. The roof will feature architectural shingles in a charcoal color. The body of the house will be painted *La Fonda Midnight 4004-4C* and the trim will be painted *Homestead Resort Jefferson White 7006-1*, both colors from Valspar’s National Trust for Historic Preservation Collection.



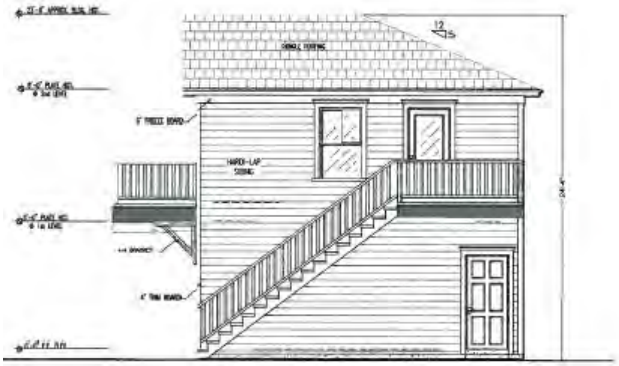
LEFT ELEVATION
SCALE: ¼"=1'

REAR ELEVATION
SCALE: ¼"=1'



LEFT ELEVATION
SCALE: ¼"=1'

REAR ELEVATION
SCALE: ¼"=1'



FRONT ELEVATION
SCALE: ¼"=1'

RIGHT ELEVATION
SCALE: ¼"=1'

APPLICABLE GUIDELINES:

Secretary of the Interior's Standards for Rehabilitation

1. **A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
2. **The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
3. **Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
4. **Most properties change over time; those changes that have acquired historic significance in their own**

right shall be retained and preserved.

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

5. **Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

6. **Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

7. **Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

8. **Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**

Findings: *Complies* ☒ *Does not Comply* ☐ *N/A* ☐

9. **New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**

Findings: *Complies* ☒ *Does not Comply* ☐ *N/A* ☐

10. **New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE

8.01.01.01 Standards for Development in the Historic District Overlays

A. *The review of proposed development within the Historic District Overlays shall be based upon the latest edition of Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings from the U.S. Secretary of Interior.*

B. The review of proposed development within the Historic District Overlay shall also be based upon compliance with the Downtown Historic District Guidelines, dated December 1999, as amended from time to time. The review of proposed development within Old Town shall be based upon compliance with the Old Town Preservation and Development Guidelines, dated June 1999, as amended from time to time.

C. In addition to standards applicable to the underlying zoning district, new construction within the Historic District Overlay shall be compatible with the existing character of the landmark or the district. Compatible design means architectural design and construction that will fit harmoniously into the district or the landmark site. New construction shall be compatible in scale, materials, and quality of construction with adjacent buildings and structures that have been designated.

D. The following features shall be considered by the Historic District Council in the evaluation of proposed new construction, as such features comply with the guidelines referenced in Section

8.01.01.01(A) and (B) above:

1. *Scale, including height and width;*
2. *Setbacks;*
3. *Orientation and site coverage;*
4. *Alignment, rhythm, and spacing of buildings;*
5. *Form and detail, considering the link between old and new buildings;*
6. *Maintaining materials within the district or on the landmark site;*
7. *Maintaining quality within the district or on the landmark site;*
8. *Facade proportions and window patterns;*
9. *Entrances and porch projections;*
10. *Roof forms; and*
11. *Horizontal, vertical, or non-directional emphasis.*

8.02.02 Historic District Council Roles and Responsibilities

The HDC shall have the duty and responsibility to:

C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.

5.01.04 Accessory Dwellings

A. Accessory dwelling units are intended to provide non-remunerated housing for relatives, guests, or domestic helpers. An accessory dwelling unit shall not be considered an apartment, hotel, or other kind of multi-family use. Accessory dwelling units shall not count towards density. Per the City's Comprehensive Plan policy 1.06.05, detached accessory dwelling units shall be permissible in all residential and mixed use zoning districts in compliance with the following standards:

1. *The total floor area of the detached accessory dwelling shall not exceed 625 square feet;*
2. *The maximum height for a detached accessory dwelling located as a freestanding building or an apartment over a detached garage shall not exceed twenty-five (25) feet, measured from the approved finished grade to the peak of the roof;*
3. *A detached accessory dwelling shall be located only within a rear yard as established by Section 4.02.03; and*
4. *An accessory dwelling shall comply with all standards set forth in Section 5.01.03;*
5. *The accessory dwelling shall not have a separate water or electric meter.*

CITY OF FERNANDINA BEACH DOWNTOWN HISTORIC DISTRICT DESIGN GUIDELINES: GUIDELINES FOR NEW CONSTRUCTION

The protection of the historic and architectural resources of the district includes new construction and requires compatible new buildings to respect visual and historic characteristics. New construction of primary buildings should maintain the existing historic pattern of a neighborhood in terms of characteristics such as setback, distance between homes, scale, materials, and colors. New outbuildings and detached garages are addressed in the section for outbuildings.

1. New buildings should be compatible with adjacent buildings in terms of height.
2. New buildings should be compatible with adjacent buildings in terms of materials.
3. New buildings should be compatible with adjacent buildings in terms of set back.
4. New buildings should be compatible with adjacent buildings in terms of width, scale, and proportions.
5. New buildings should be compatible with adjacent buildings in terms of roof form.

ANALYSIS:

Staff concludes that the requested action is substantially consistent with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines and recommends **APPROVAL** of HDC 2016-32.

MOTION TO CONSIDER:

I move to **approve or deny** HDC case number 2016-32 **with or without** conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

That HDC case 2016-32, as presented, **is or is not** substantially compliant with the Land Development Code, the Downtown Historic District Guidelines, and the Secretary of the Interior's Standards to warrant approval at this time.

LIST OF EXHIBITS:

EXHIBIT 1 HDC 2016-32 Application

Salvatore J. Cumella
Planner II

EXHIBIT 1

OFFICE USE ONLY
REC'D: 11/15/16 BY: 8
PAYMENT: $ 200 - TYPE CK 1553
APPLICATION #: 2016-000 1675
HDC CASE #: 2016-32
APPLICATION COMPLETE: Y____ N____
PRE-CONFRENCE: Y____ N____ DATE _____

BOARD MEETING DATE: _____
PLANNER: _____ DATE: _____
____ APPROVED ____ DENIED

APPLICATION FOR HISTORIC DISTRICT COUNCIL COA

RECEIVED NOV 2016

APPROVAL TYPE: ☐ Staff Approval ☒ Board Approval: Conceptual _____ or Final _____

PROJECT TYPE:
☒ New Construction ☐ Addition ☐ Alteration ☐ Relocation ☐ Demolition ☐ Variance
☐ Repair ☐ Paint ☐ Fence ☐ Sign ☐ Re-roof ☐ Other: _____

PROPERTY INFORMATION
Street Address: ~~Lot 16-17 Dade St~~ 327 N. 4th Street
Historic District: ☒ Downtown ☐ Old Town ☐ CRA Waterfront
Parcel Identification Number(s): 00-00-31-1800-0017-0160 / 00-00-31-1800-0017-0190
Zoning District: _____ Lot / Block Number (optional) 17 Lot 16 + 17

Owner of Record	Applicant or Agent
Owner(s) Name: Steve Skidmore	Applicant Name: Steve Skidmore
Corporation or Company:	Corporation or Company:
Street Address: 5308 Anthony LN.	Street Address: 5308 Anthony LN
City State Zip: Sarasota Fl. 34233	City State Zip: Sarasota Fl. 34233
Telephone Number: 859. 802. 1060	Telephone Number: 859. 802. 1060
Fax Number: 904. 491. 9983	Fax Number: 904. 491. 9983
Email Address: sskidmore04@yahoo.com	Email Address: sskidmore04@yahoo.com

PROJECT DESCRIPTION

Part 1. Describe The Existing Conditions and Materials. Describe the existing structure(s) on the subject property in terms of the construction materials and site conditions, as well as the surrounding context.

None

Part 2. Describe The Proposed Project and Materials. Describe the proposed project in terms of size, affected architectural elements, materials, and relationship to the existing structure(s). Attach further description sheets, if needed.

See Plans - New Construction

List proposed materials and colors, as applicable:

Project Scope	Type, Material, Brand	Color
Exterior Fabric	6" lap siding Hardi - Shade Staggered Edge Siding	La Fonda Midnight - Valspar
Doors	Masonite Steel Full-Lite w/ Elan Glass Jeldwen	
Windows	Jeldwen - Single Hung - Colonial	BRONZE EXTERIOR White Interior
Roofing	Architecutural Shingle	Charcoal
Fascia/Trim	See Plans	Homestead Resort Jefferson White
Foundation	See Plans	
Shutters	None	
Porch/Deck	TRex	Beach Dune + Classic White
Fencing	None	
Driveways/Sidewalks	Concrete	
Signage	None	
Other		

Please submit all product brochures, paint color samples, and material samples with your application.

CERTIFICATION

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

1. I/We hereby attest to the fact that the above supplied parcel number(s) and legal description(s) is (are) the true and proper identification of the area of this petition.

2. I/We authorize staff from the Community Development Department to enter onto the property in question during regular city business hours in order to take photos which will be placed in the permanent file.

*3. I/We understand that Certificates of Approval are only valid for **one year** from issuance. They are renewable for six months without cause, and for an additional six months, upon showing of good cause by the applicant. The applicant must submit all requests for extensions in writing and provide appropriate support documentation, if needed.*

4. I/We understand that all changes to the approved scope of work stated in a COA have to be approved by the HDC before work commences on those changes. There will be no charge for a revision to a COA. Making changes that have not been approved can result in a Stop Work Order being placed on the entire project and/or additional fees/penalties.

5. It is understood that the approval of this application by the Historic District Council or staff in no way constitutes approval of a Building Permit for construction from the City of Fernandina Beach Building Department.

6. The COA review time period will not commence until your application is deemed complete by staff and may take up to 10 days to process.

7. Historic District Council meetings are conducted in a quasi-judicial hearing and as such ex-parte communications are prohibited (Communication about your project with a Historic District Council member).

11-15-16 _____ _____

Date **Signature of Applicant**

STATE OF FLORIDA }
ss
COUNTY OF NASSAU }

Subscribed and sworn to before me this 15 day of November, 2016

Christina Dill _____ Kristina Dill _____ 10/26/2018

Notary Public Signature **Printed Name** **My Commission Expires**

Personally Known _____ OR Produced Identification FL DL ID Produced: [redacted]

KRISTINA DILL
Notary Public - State of Florida
My Comm. Expires Oct 26, 2018
Commission # FF 137680

Sylvie McCann

From: Jason Higginbotham
Sent: Thursday, November 17, 2016 11:40 AM
To: Angie Lester; Brenda Shubert; Gayle Murray; Harriet Davis; Holly Graf; Jacob Platt; Janet Harris; Jason Gregory; Jason Higginbotham; Jim Norman; Joseph Powers; Kaleigh Simmons; Karen Austin; Kathryn Watson; Kelly Gibson; Lavettaa Matthews; Linda Ottinger (lottinger@nassauso.com); Lori M Fransoso (Lori.M.Fransoso@usps.gov); Melissa Howard; Michelle Forstrom; Ray Eslinger (eeslinger@nassauso.com); Rena Williams (rkennedy@fpuc.com); Stephen Minahan; Sue Edwards; Sylvie McCann; Vicki Cannon
Subject: NEW ADDRESS - 327 N 4TH ST
Attachments: NEW_327 N 4TH ST_15NOV16.PDF

Good afternoon,

Name of street parcel is located: **N 4TH ST**
Parcel ID No. **00-00-31-1800-0017-0160**
Parcel is located on the **WEST** side of the road

Old address: **N/A**

Assigned address: **327 N 4TH ST**
Fernandina Beach, FL 32034
[mailbox & driveway off N 4th St]

Attached - address assignment application

Thank you,

Jason Higginbotham
Deputy Chief / Fire Marshal
Fernandina Beach Fire Department
Office: 516 S. 10th St, Fern. Bch, FL 32034
Email: jhigginbotham@fbfl.org
Office: (904) 310-3150
Cell: (904) 753-4293
WWW.FBFL.US/FIRE

"Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

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

Property Search Sales Search Nassau Home

OWNER NAME	SKIDMORE STEVE	PARCEL NUMBER	00-00-31-1800-0017-0160
MAILING ADDRESS	5308 ANTHONY LN	TAX DISTRICT	FERNANDINA BEACH (DISTRICT 2)
		MILLAGE	20.2467
		PROPERTY USAGE	VACANT RESIDENTIAL
	SARASOTA, FL 34233	DEED ACRES	0
LOCATION ADDRESS	DADE ST	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	BLOCK 17 LOTS 16 17 IN OR 2078/971 CITY OF FDNA BEACH	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

	2016 Preliminary Values
JUST VALUE OF LAND	$37,500
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$0
TOTAL MISC VALUE	$0
JUST OR CLASSIFED TOTAL VALUE	$37,500
ASSESSED VALUE	$37,500
EXEMPT VALUE	$0
TAXABLE VALUE	$37,500

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
VAC RES 000000	50	FF	21-3N-28

Building Information

There is no Building Information for this record.

Miscellaneous Information

There is no Miscellaneous Information for this record.

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
10/14/2016	2078/971	2078/971	114900	WD	Q	N	CMR ISLAND PROPERTIES LLC	SKIDMORE STEVE
10/14/2016	2078/969	2078/969	100	WD	U	N	SASSER JOHN E	CMR ISLAND PROPERTIES LLC
06/26/2014	1928/631	1928/631	34800	WD	Q	N	HALL CHARLES A & ANNETTE L	SASSER JOHN E
06/08/2002	990/1778	990/1778	15000	QC	U	N	BOARD OF COUNTY COMMISSIONERS	HALL CHARLES A & ANNETTE L

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

Property Search Sales Search Nassau Home

OWNER NAME	SKIDMORE STEVE	PARCEL NUMBER	00-00-31-1800-0017-0190
MAILING ADDRESS	5308 ANTHONY LN	TAX DISTRICT	FERNANDINA BEACH (DISTRICT 2)
		MILLAGE	20.2467
		PROPERTY USAGE	VACANT RESIDENTIAL
	SARASOTA, FL 34233	DEED ACRES	0
LOCATION ADDRESS	4TH ST N	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	BLOCK 17 LOT 19 IN OR 2078/971 CITY OF FDNA BEACH	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

	2016 Preliminary Values
JUST VALUE OF LAND	$18,750
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$0
TOTAL MISC VALUE	$0
JUST OR CLASSIFED TOTAL VALUE	$18,750
ASSESSED VALUE	$18,750
EXEMPT VALUE	$0
TAXABLE VALUE	$18,750

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
VAC RES 000000	25	FF	21-3N-28

Building Information

There is no Building Information for this record.

Miscellaneous Information

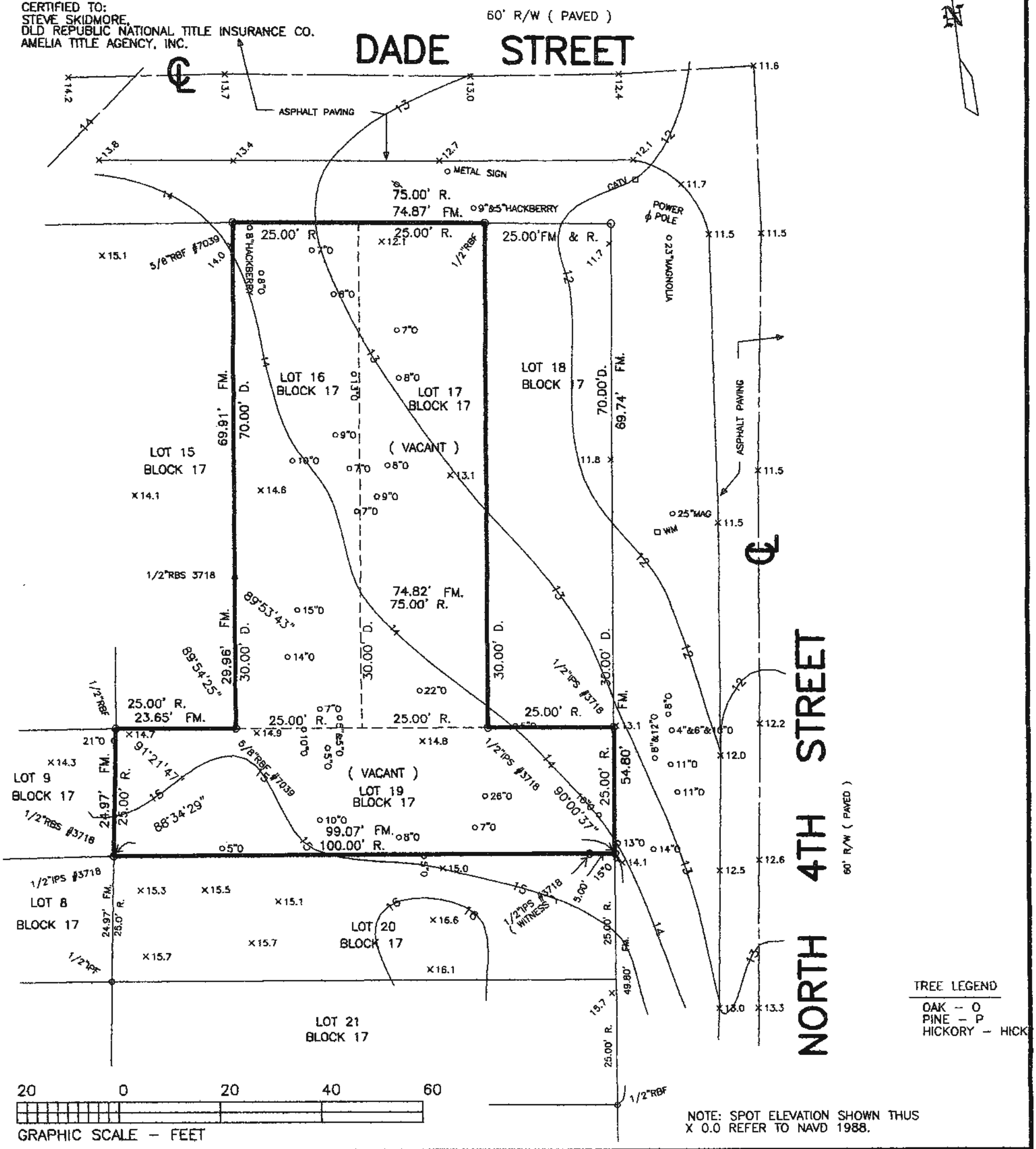
There is no Miscellaneous Information for this record.

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
10/14/2016	2078/971	2078/971	114900	WD	Q	N	CMR ISLAND PROPERTIES LLC	SKIDMORE STEVE
12/08/2015	2017/1369	2017/1369	80000	WD	U	Y	HALL CHARLES G & ANNETTE	CMR ISLAND PROPERTIES LLC
08/01/2002	1072/533	1072/533	16000	QC	U	N	TITF STATE OF FLORIDA	HALL CHARLES G & ANNETTE

MAP SHOWING BOUNDARY AND TOPOGRAPHIC SURVEY OF
LOTS 16, 17 AND 19, BLOCK 17,
LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, AND KNOWN AND DESCRIBED UPON AND ACCORDING TO THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857, AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

CERTIFIED TO:
STEVE SKIDMORE,
OLD REPUBLIC NATIONAL TITLE INSURANCE CO.
AMELIA TITLE AGENCY, INC.



TREE LEGEND
OAK – O
PINE – P
HICKORY – HICK

NOTE: SPOT ELEVATION SHOWN THUS X 0.0 REFER TO NAVD 1988.

COASTAL LAND SURVEYORS

& MAPPERS, INC.
34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL. 904-261-8950 FAX 904-277-6650

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR CHAPTER 180-7, GEORGIA STATUTES.

LICENSED BUSINESS NO. 6412

JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

BEARINGS BASED ON N/A

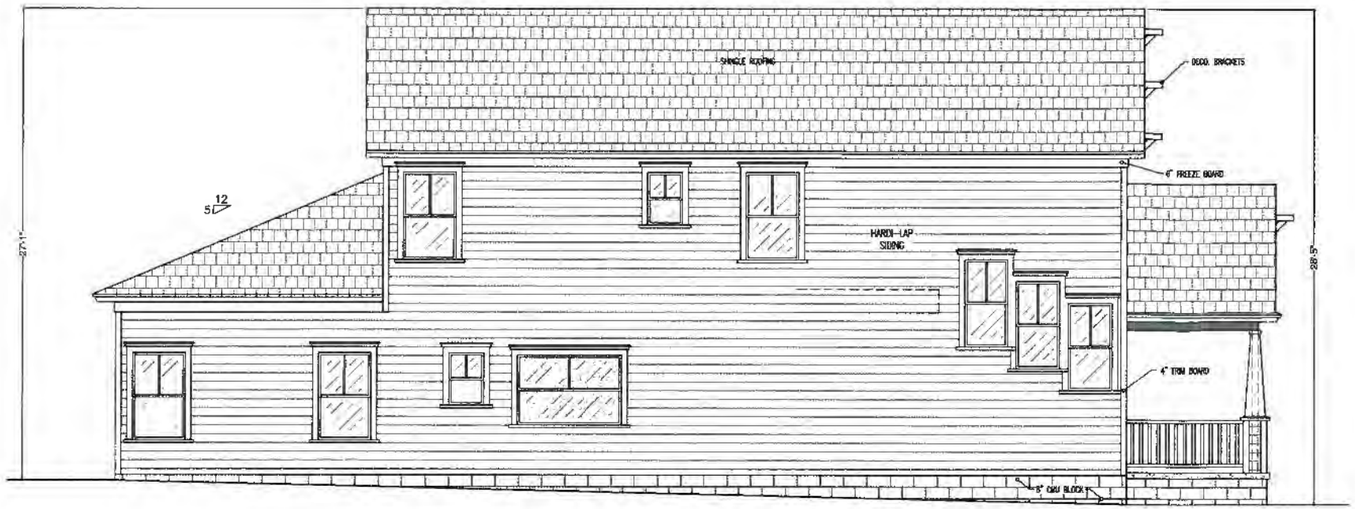
PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE X AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP, COMMUNITY NO. 120172 PANEL NO. 0237F DATED 12-17-10

DATE OF SURVEY: SEPTEMBER 21, 2016
SCALE 1"=20'
JOB NO. 1411-08A F.B. 332

CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.

LEGEND:
IRON PIPE FOUND – IPF
IRON PIPE SET – IPS
RE/BAR FOUND – RBF
NOT TO SCALE – NTS
BUILDING RESTRICTION LINE – BRL
CONCRETE MONUMENT FOUND – CMF
STAINLESS STEEL PIPE FOUND – SSPF
RIGHT-OF-WAY – R/W
POINT OF CURVE – PC POINT OF TANGENCY – PT
CENTERLINE – ℄ OFFICIAL RECORDS BOOK – O.R.B.
POWER LINE ---P----
PLAT – P.
FIELD MEASURED – FM.
RECORD – R. DEED – D.
POWER POLE – O
CONCRETE – CONC.
FENCE ----X----
RIGHT-OF-WAY – R/W
POINT OF REVERSE CURVE – PRC
CABLE TV BOX – CATV
WATER METER – WM

THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

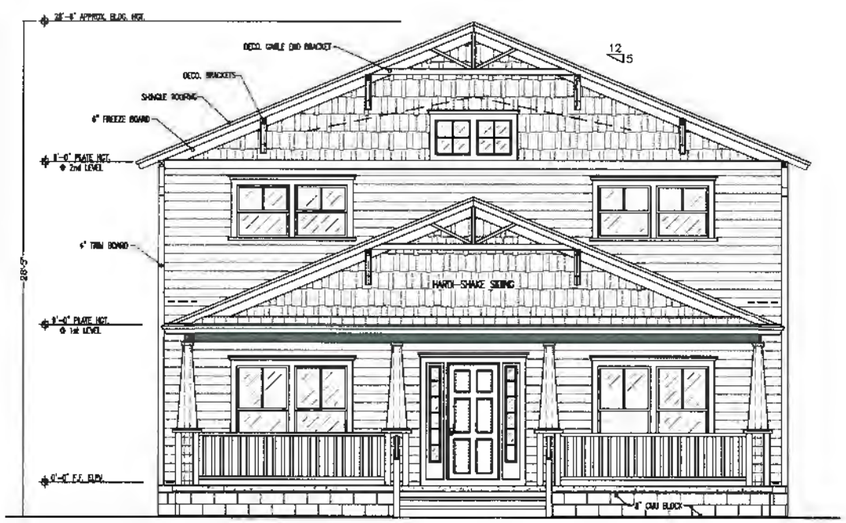


LEFT ELEVATION

SCALE: ¼"=1'

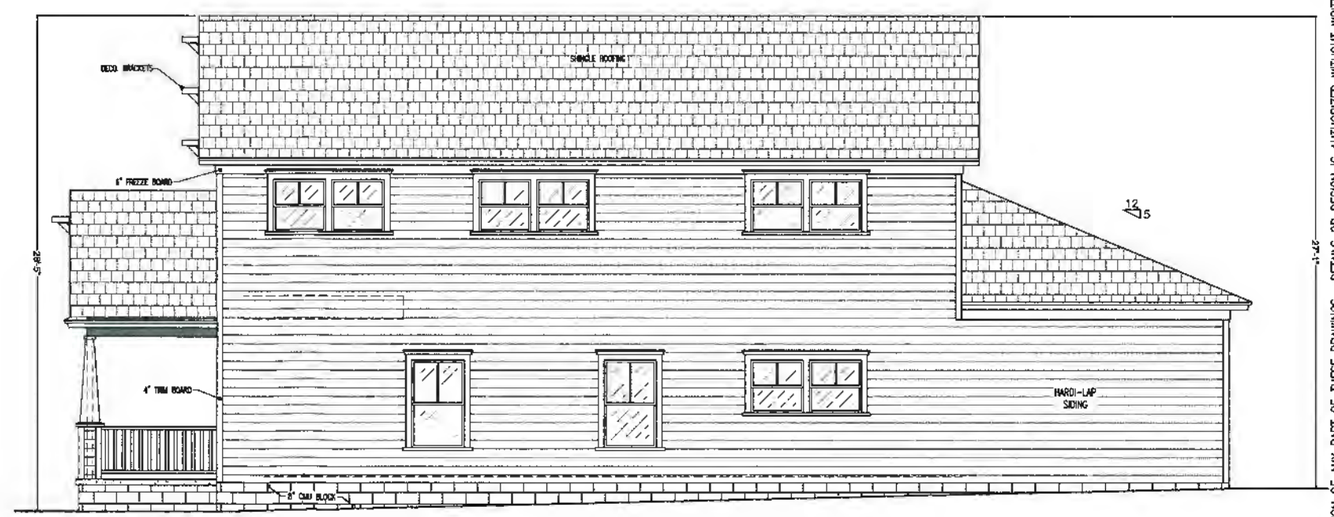
REAR ELEVATION

SCALE: ¼"=1'



FRONT ELEVATION

SCALE: ¼"=1'



RIGHT ELEVATION

SCALE: ¼"=1'

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B2.0

SHEET #	(8) OF (11)
PROJECT NAME: SKIDMORE DADE ST.	
PROJECT #:	16.10.03
DRAWN BY:	WWD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	11.14.16

DOWNS
DRAFTING & DESIGN LLC
1020 Little Brook Ct.
Jacksonville, FL 32218
(904)536-0857
downsdraftinganddesign@gmail.com

DOWNS DRAFTING AND DESIGN LLC IS A DRAFTING SERVICE AND HOLDS NO RESPONSIBILITY IN THE ENGINEERING AND CONSTRUCTION OF ANY PORTION OF BUILDINGS CONSTRUCTED WITH THESE PLANS. IT IS THE RESPONSIBILITY OF THE HOMEOWNER OR CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONSTRUCTIBILITY PRIOR TO PROCEEDING WITH CONSTRUCTION. HOMEOWNER OR CONTRACTOR SHALL VERIFY ALL CONSTRUCTION IS PERMITTED AND CODE COMPLIANT WITH ALL LOCAL BUILDING CODES AND VERBAL PROCESSES

OWNER / BUILDER

SKIDMORE RESIDENCE

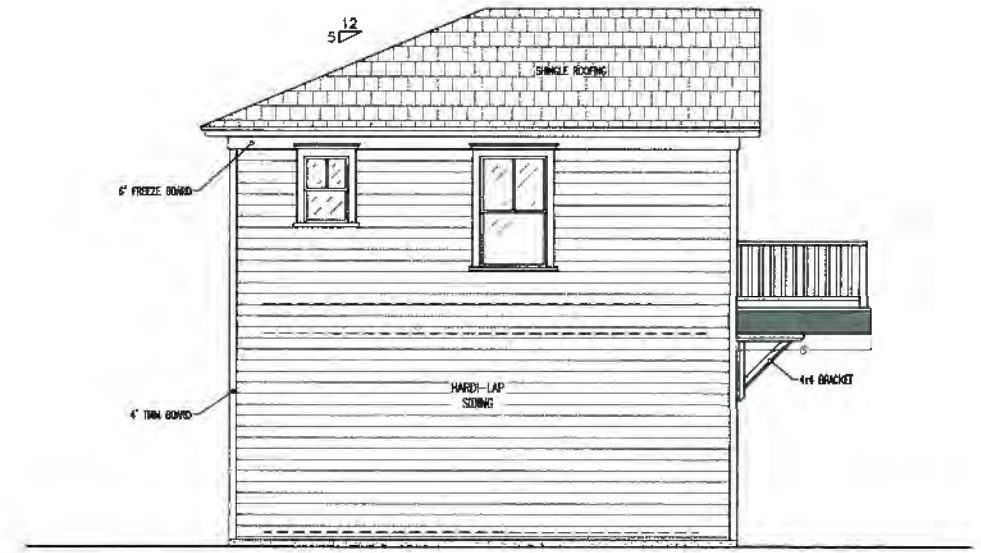
PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE, FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

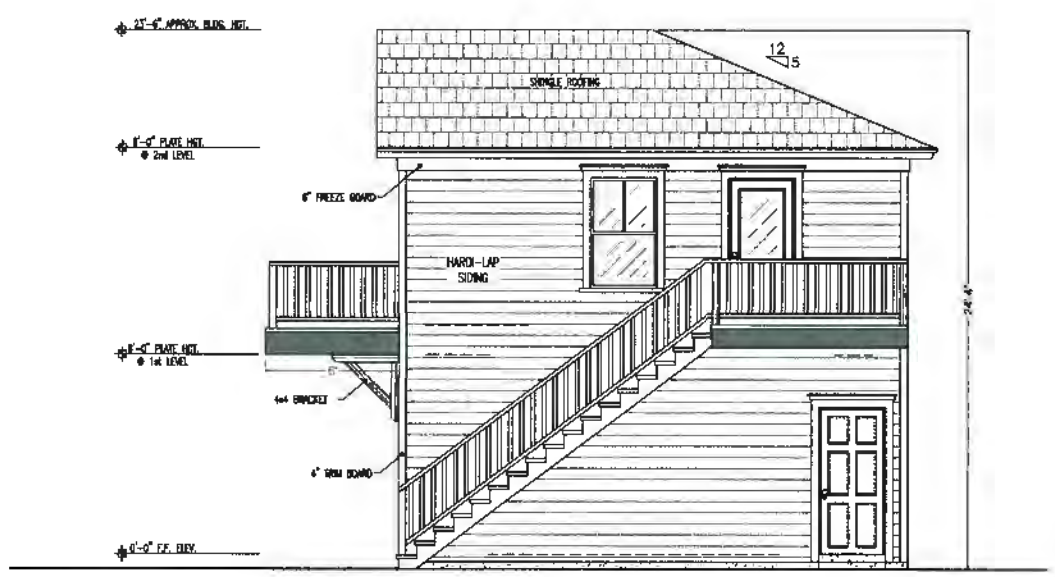
LEFT ELEVATION

SCALE: ¼"=1'



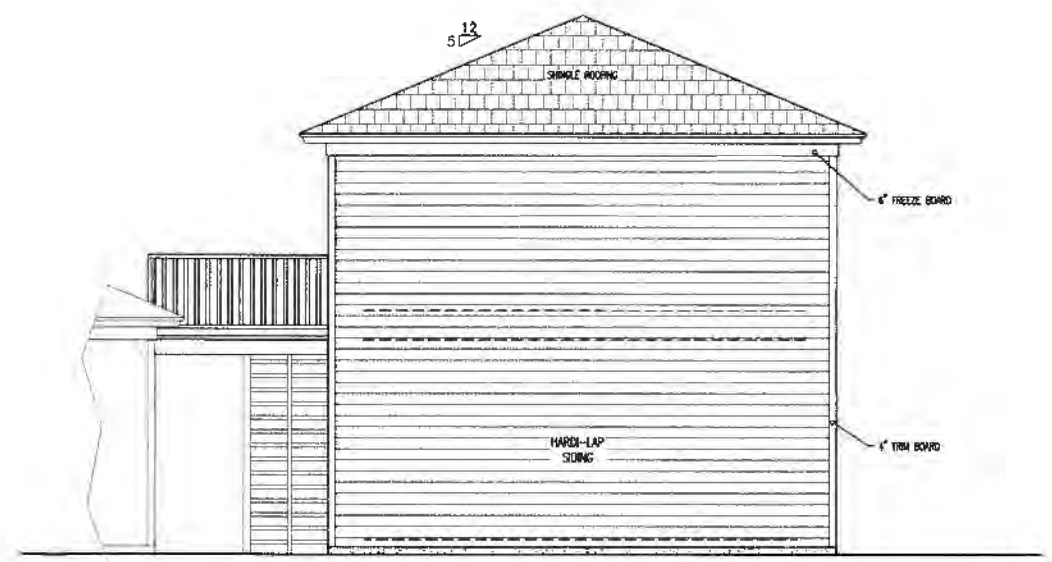
REAR ELEVATION

SCALE: ¼"=1'



FRONT ELEVATION

SCALE: ¼"=1'



RIGHT ELEVATION

SCALE: ¼"=1'

B2.1

SHEET #	(3) OF (11)
PROJECT NAME	SKIDMORE DADE ST.
PROJECT #:	18.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	11.14.18

DOWNS DRAFTING & DESIGN LLC
1020 Little Brook Ct.
Jacksonville, FL 32218
(904)536-0857
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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE, FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

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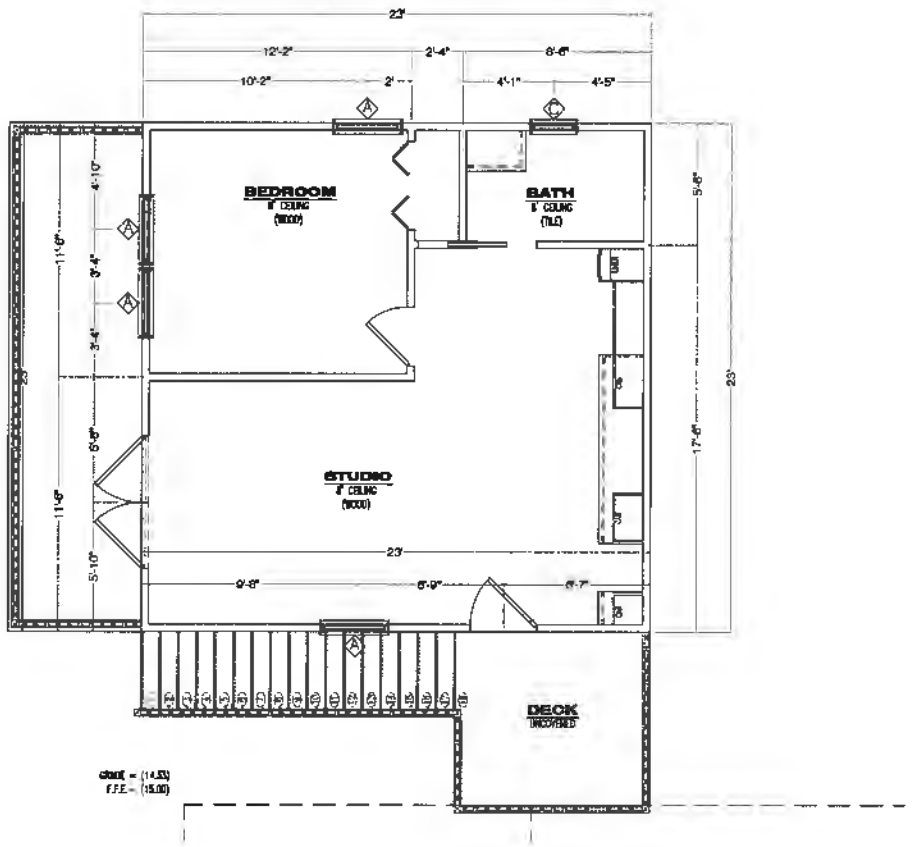
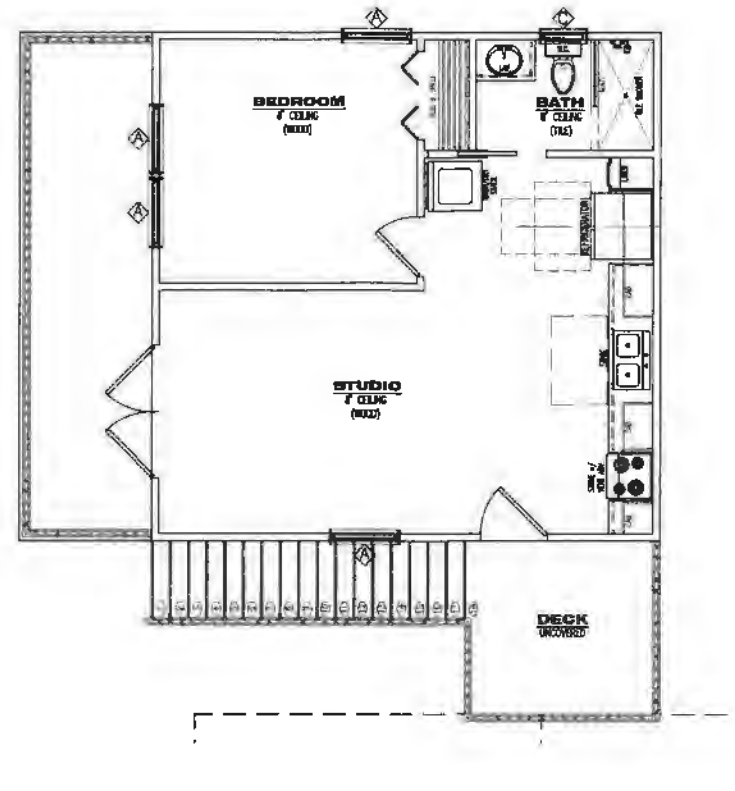


2nd LEVEL FRAMING PLAN

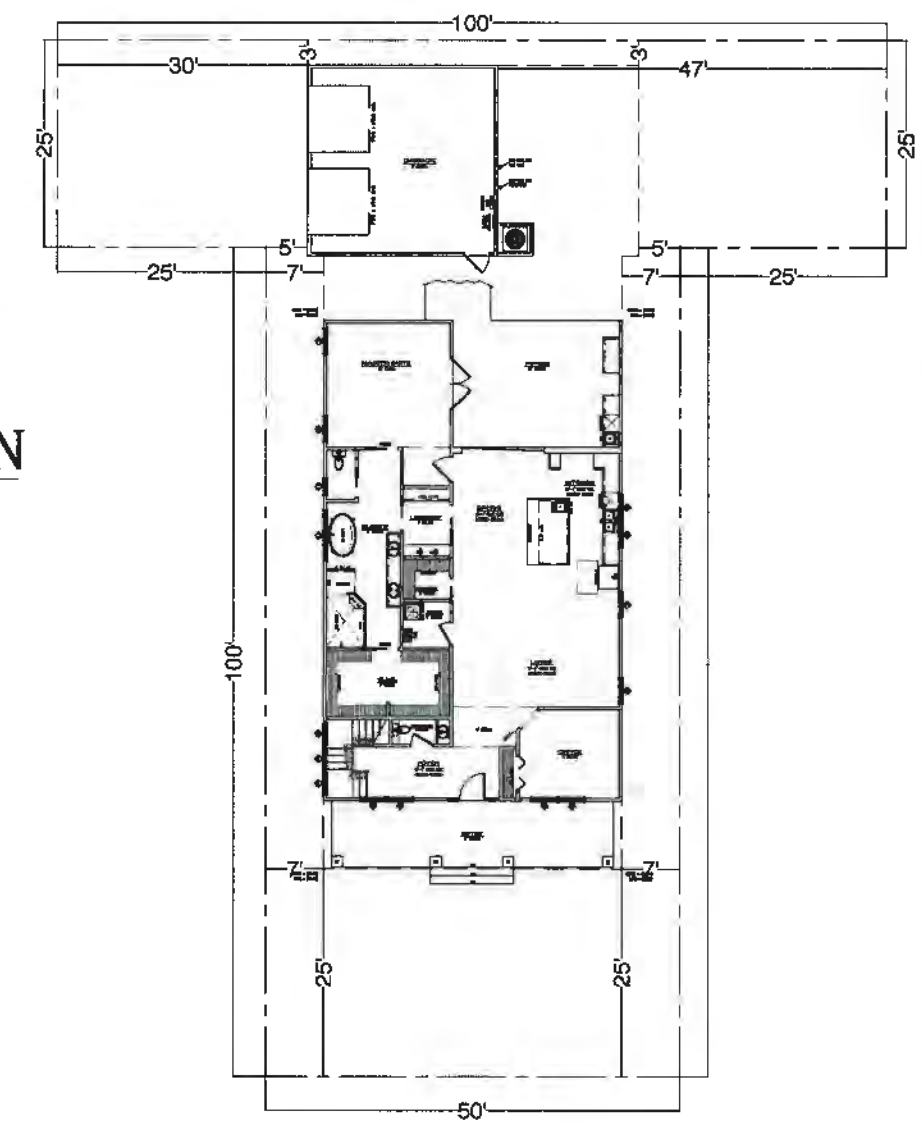
SCALE: ¼"=1'



2nd LEVEL ELECTRICAL PLAN

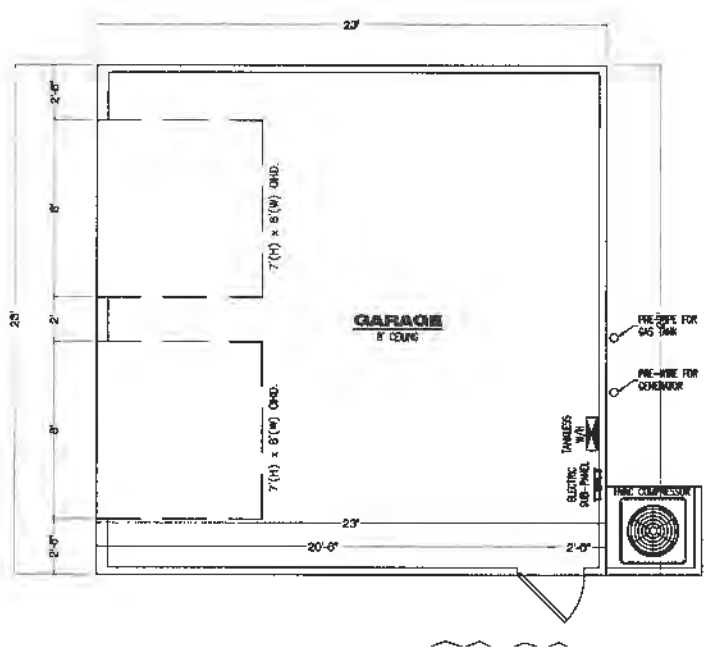
SCALE: ¼"=1'

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL LIVING	CONDITIONED	1,777 sq.ft.
2nd FL LIVING	CONDITIONED	499 sq.ft.
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
GARAGE 1st FL	UNCONDITIONED	529 sq.ft.
GARAGE 2nd FL	CONDITIONED	529 sq.ft.
TOTAL A/C		2,805 sq.ft.
TOTAL U/R		3,918 sq.ft.



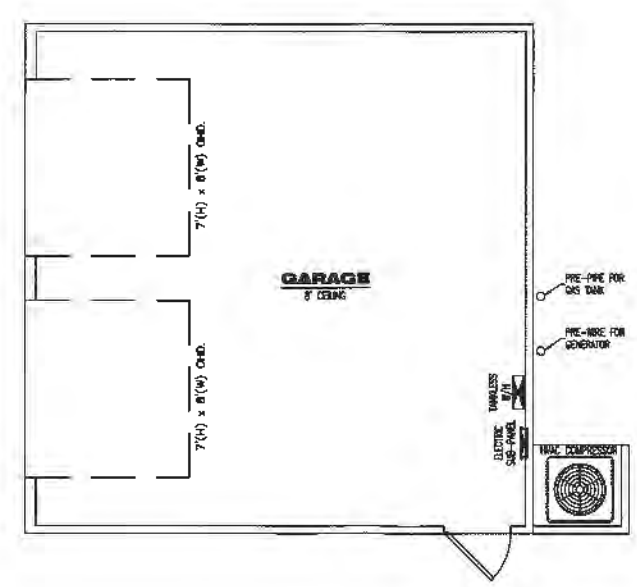
SITE LAYOUT

N.T.S.



1st LEVEL FRAMING PLAN

SCALE: ¼"=1'



1st LEVEL ELECTRICAL PLAN

SCALE: ¼"=1'

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B5.0

SHEET # (7)OF (11)

PROJECT NAME SKIDMORE RANCH RST.

PROJECT # 16.10.03

DRAWN BY WMTD

CHECKED BY MGH

SCALE: ¼"=1'-0"

DATE: 11.14.16

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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

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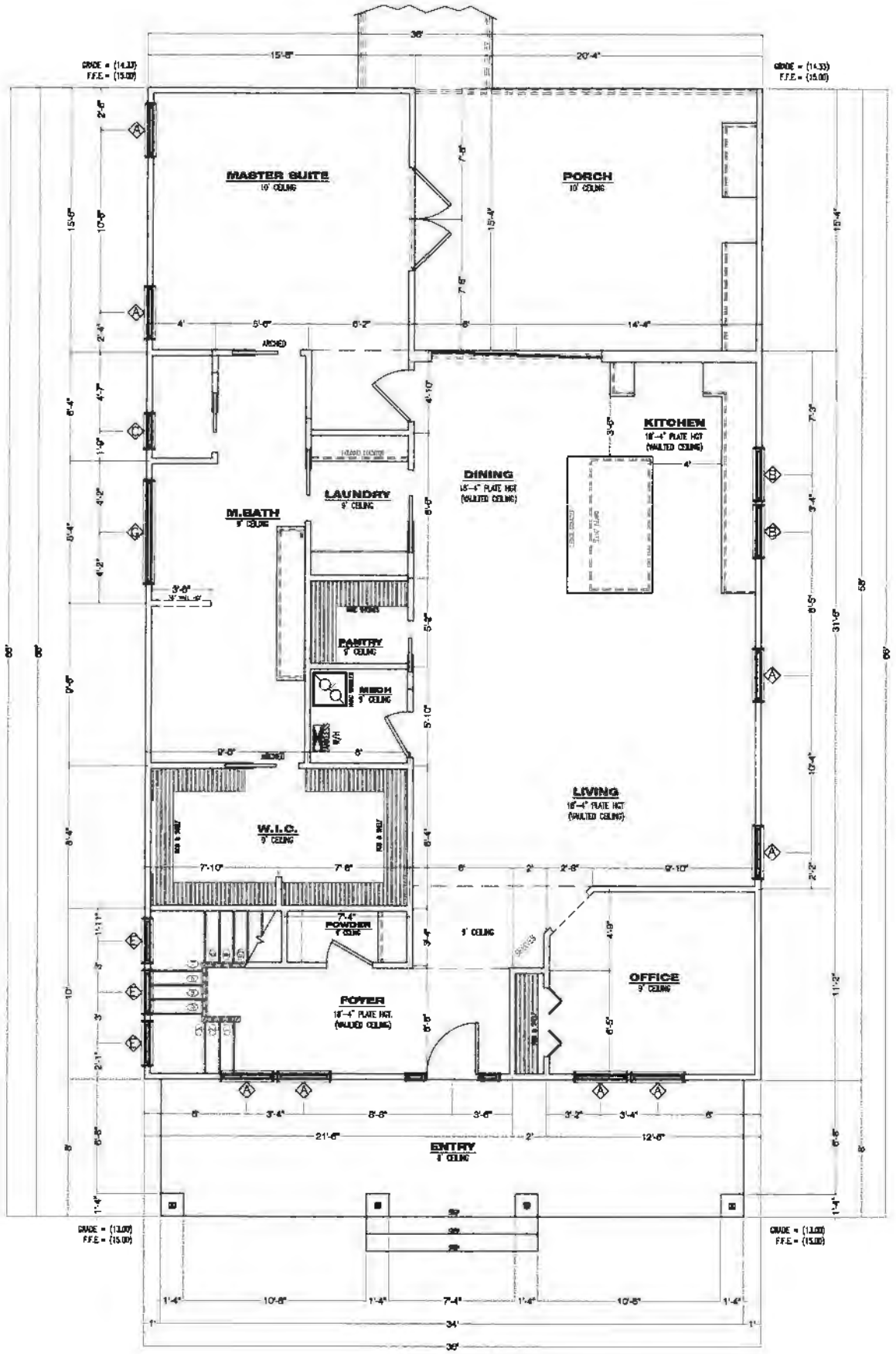
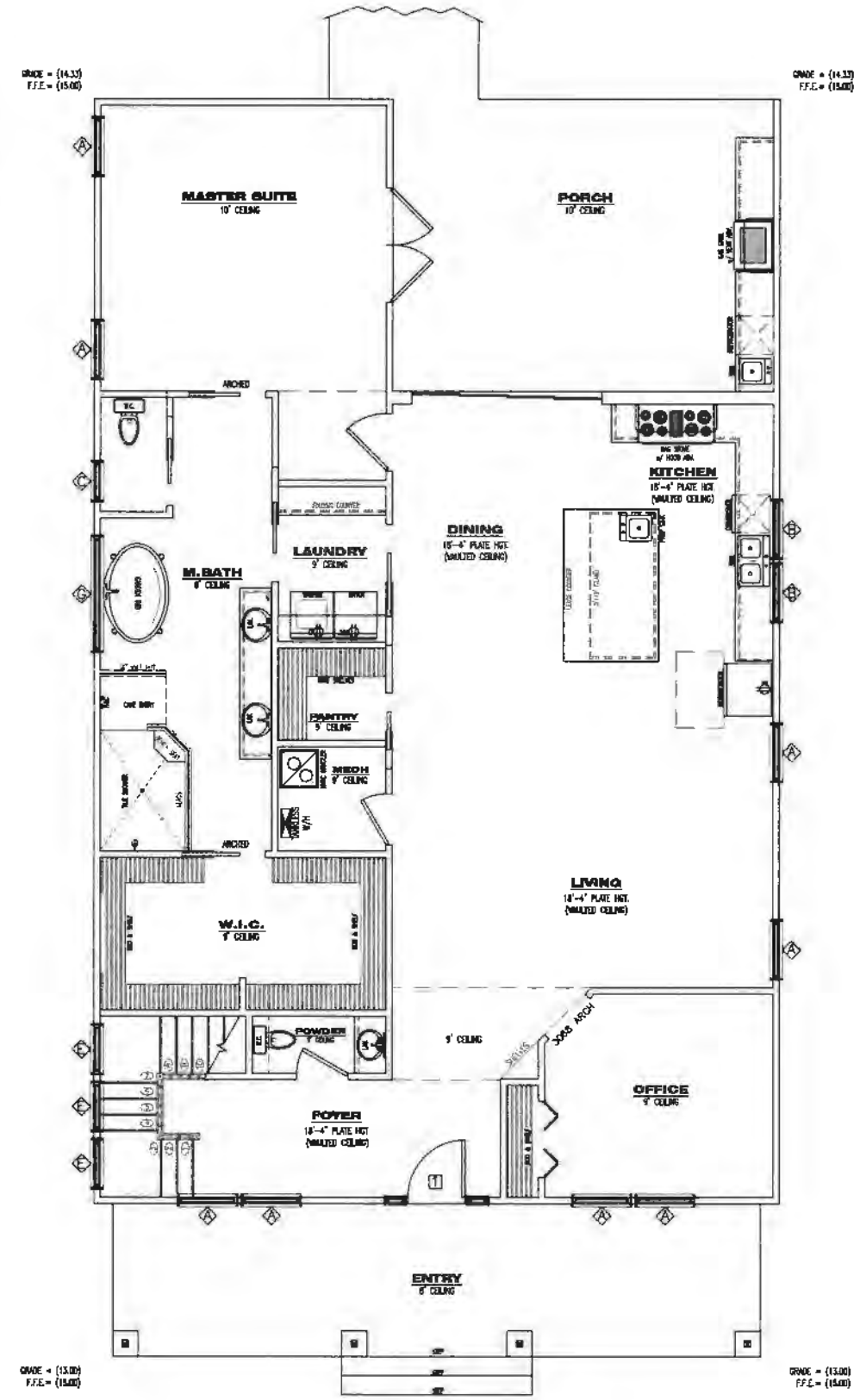


1st LEVEL FRAMING PLAN

SCALE: ¼"=1'

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL. LIVING	CONDITIONED	1,777 sq. ft.
2nd FL. LIVING	CONDITIONED	499 sq. ft.
ENTRY	UNENCLOSED	272 sq. ft.
PORCH	UNENCLOSED	312 sq. ft.
GARAGE 1st FL.	UNCONDITIONED	529 sq. ft.
GARAGE 2nd FL.	CONDITIONED	529 sq. ft.
TOTAL A/C		2,805 sq. ft.
TOTAL U/R		3,918 sq. ft.



1st LEVEL ELECTRICAL PLAN

SCALE: ¼"=1'

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B5.0

SHEET #	(7)OF (11)
PROJECT NAME:	SKIDMORE DADE ST.
PROJECT #	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	11.14.16

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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

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FERNANDINA BEACH, FL.
32034**

MICHAEL G. HOLDER
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7441-2 SILVER LAKE TERRACE
JACKSONVILLE, FL 32216
PHONE: (904)721-7676
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SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL LIVING	CONDITIONED	1,777 sq.ft.
2nd FL LIVING	CONDITIONED	456 sq.ft.
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
GARAGE 1st FL	UNCONDITIONED	529 sq.ft.
GARAGE 2nd FL	CONDITIONED	529 sq.ft.
TOTAL A/C		2,805 sq.ft.
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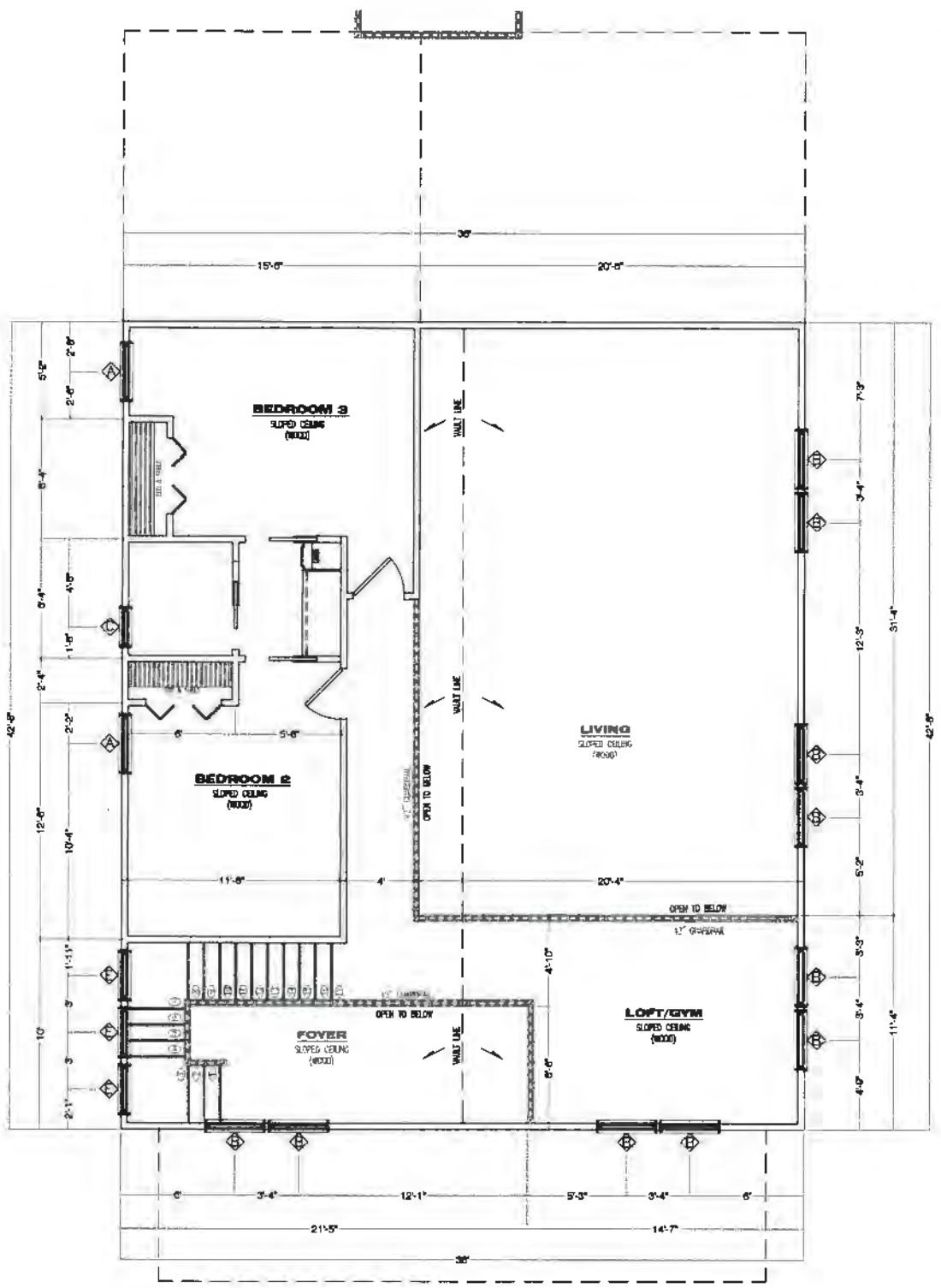
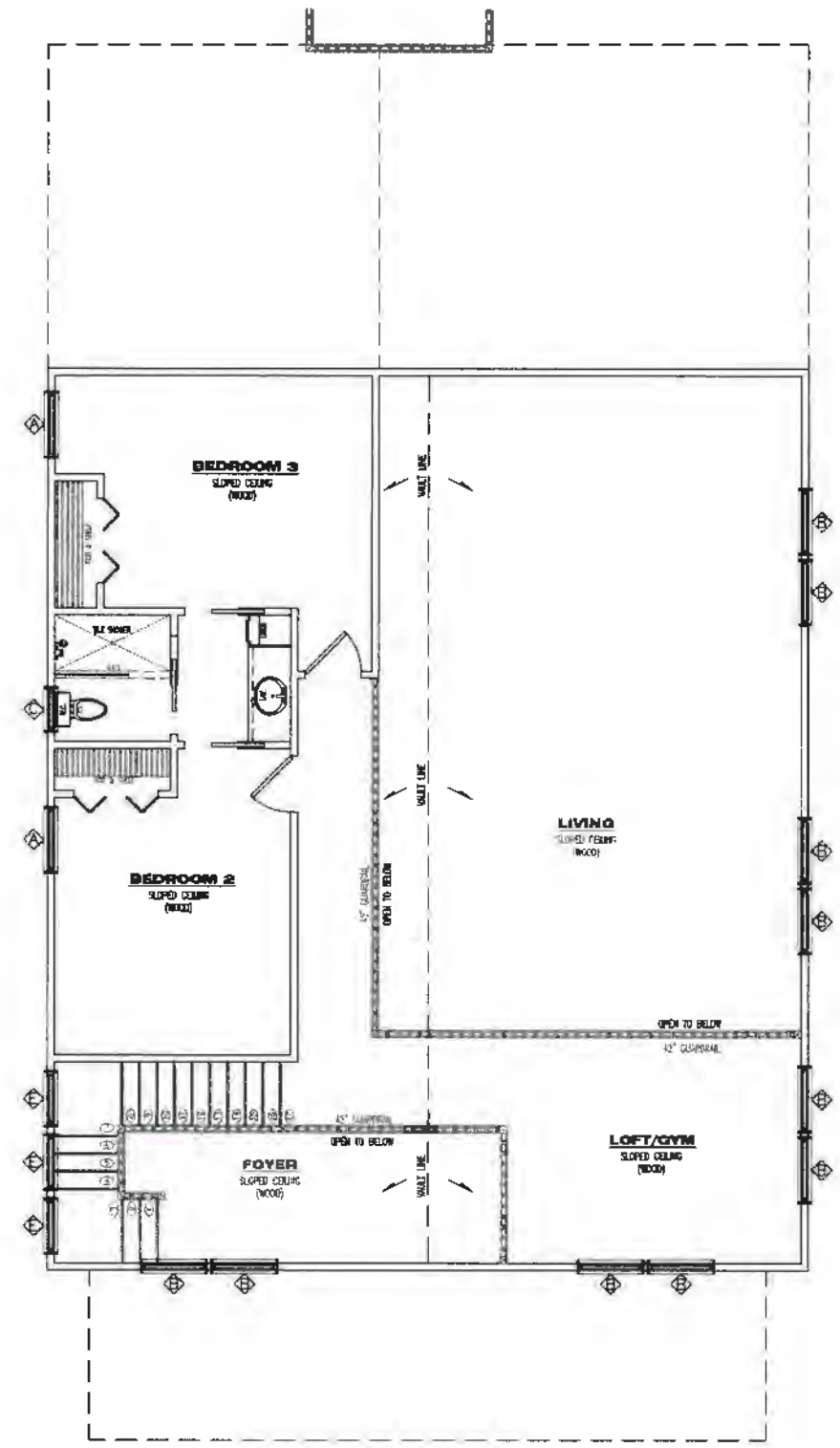


2nd LEVEL FRAMING PLAN

SCALE: ¼" = 1'



2nd LEVEL ELECTRICAL PLAN

SCALE: ¼" = 1'

B5.1

SHEET # (5) OF (11)

PROJECT NAME: SKIDMORE DADE ST.

PROJECT # 16.10.03

DRAWN BY WWD

CHECKED BY MGH

SCALE: ¼"=1'-0"

DATE: 11.14.16

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4004-4

National Trust for Historic Preservation

4004-4A
Window Screen

4004-4B
Pacific Coast

4004-4C
La Fonda Midnight

7006-1

National Trust for Historic Preservation

7006-1
Homestead Resort Jefferson White

Steve Skidmore
Dade & 4th Street Residence
Fernandina Beach Fl, 32034

Exterior Elements Profile

6" Lap Siding

Hardi-Shade Staggered Edge Siding

House Color – LA FONDA MIDNIGHT (Valspar)

House Trim – HOMESTEAD RESORT JEFFERSON WHITE (Valspar)

Architectural Shingle – CHARCOAL

Decking – BEACH DUNE (Trex) & CLASSIC WHITE (Trex)

ELAN glass

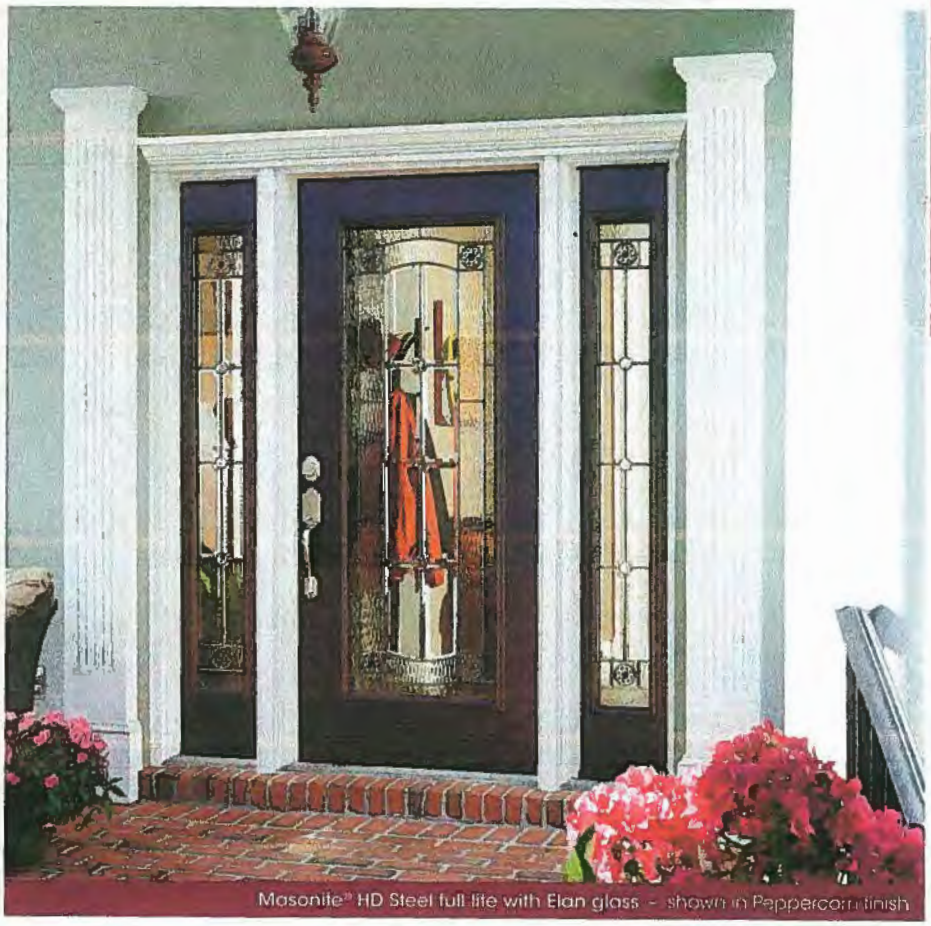
Elan features deep, hand-cut bevels and black chrome medallions to beautifully refract daylight into your home. Soft wave glass frames the door lite, and extra wide caming adds a truly distinctive touch. Celebrate your home and add curb appeal that leaves a lasting impression.

Black Chrome caming

GLASS PRIVACY RATING

2

Clear — Obscure

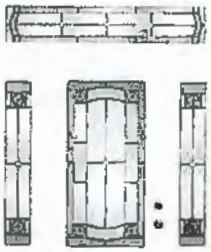


Masonite® HD Steel full lite with Elan glass - shown in Peppercorn finish

Morelite Camber-Top

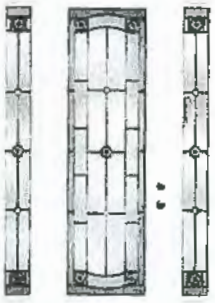
Morelite

¾ Lite Hollister®



¾ Lite, Rectangle Transom, ¾ Sidelite

Full Lite, Ellipse Transom, Full Sidelite

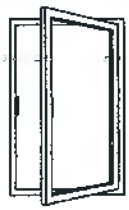


Full 8 Foot Lite, Full 8 Foot Sidelite

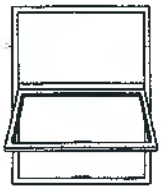
DESIGN YOUR WINDOWS IN 4 EASY STEPS

1 SELECT YOUR WINDOW STYLE*

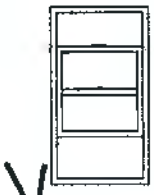
* See pages 6-8 for Product Line Availability



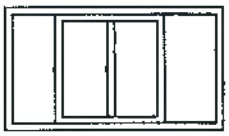
❑ Casement



❑ Awning



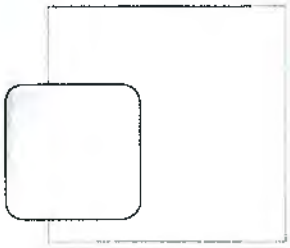
☒ Single-Hung



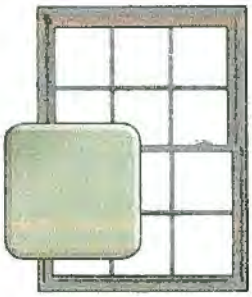
❑ Horizontal Sliding

2 CHOOSE YOUR MATERIAL AND FRAME COLOR

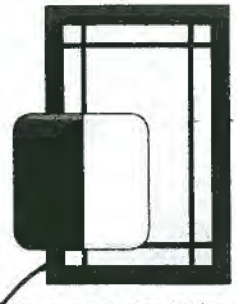
VINYL COLORS



❑ White



❑ Desert Sand



☒ Bronze Exterior / White Interior

3 CHOOSE YOUR GLASS

TINTED GLASS

❑ Gray

❑ Green

❑ Azurlite

❑ Graylite

❑ Bronze

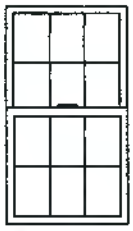
❑ Bronze Reflective

TEXTURED GLASS

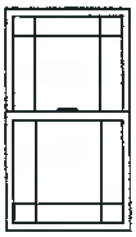
❑ Obscure

4 CHOOSE YOUR GRILLE

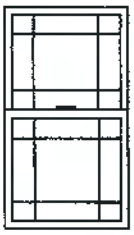
DECORATIVE GRILLES



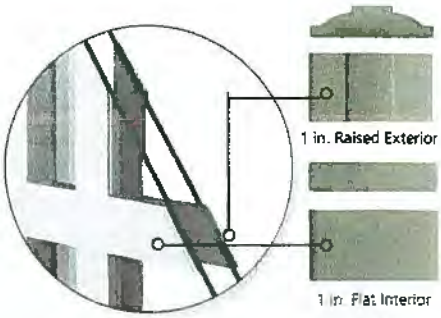
☒ Colonial



❑ Prairie Frame



❑ Prairie Glass



❑ Simulated Divided Lites (SDL)

❑ White

❑ Desert Sand

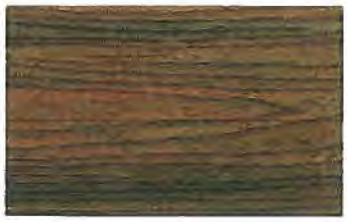
You can count on our products to be energy efficient, secure and easy to care for.

10 YEAR LIMITED WARRANTY Aluminum Products

LIFETIME LIMITED WARRANTY Vinyl Products

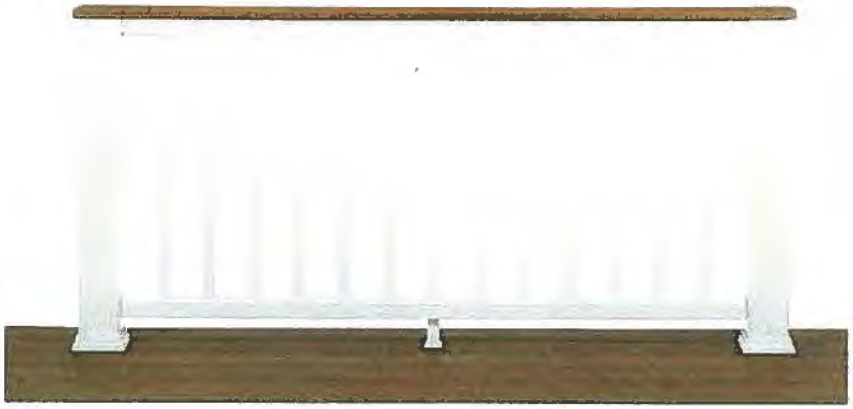
WE SELL ENERGY STAR

GP-1 See a look you love? Order by Trex look number through a Lowe's associate.



SPICED RUM

Trex Transcend



Coordinate It Rails: Classic White with Spiced Rum cocktail rail | Posts: Classic White
Balusters: Classic White composite

Contrast It Rails: Charcoal Black aluminum | Posts: Vintage Lantern
Balusters: Charcoal Black square aluminum

Change It Up Rails: Vintage Lantern | Posts: Classic White
Balusters: Charcoal Black round aluminum

HISTORIC DISTRICT COUNCIL STAFF REPORT
HDC 2016-32 AMENDMENT
MARCH 15, 2018

Owner/Applicant:	Steve Skidmore				
Property Address:	327 N. 4th Street				
Requested action:	Certificate of Approval (COA) to Amend COA to include changes that occurred during construction.				
Current zoning:	R-2				
FLUM land use category:	Medium Density Residential				
Existing uses on the site:	Vacant				
FL Master Site File #	N/A				
Year Built:	N/A				
Contributing Status:	Non-Contributing				
Adjacent Properties:	North	Single-Family Residential	R-2		
	South	Vacant	R-2		
	East	Vacant	R-2		
	West	Vacant	R-2		

All required application materials have been received. All fees have been paid. All required notices have been made.

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

HDC 2016-32 Amendment was continued from the February 15, 2018 HDC regular meeting in order to allow the applicant time to consider some of the recommendations made by the board and staff.
After meeting with the applicant to discuss the recommendations, staff prepared mitigation notes (see Exhibit 1) for the applicant to respond consider and respond to. The applicant's responses are in red. The applicant has worked with staff to explain reasoning behind changes they wish to seek approval for and mitigation that they are willing to undertake.

CASE HISTORY	
Date	**Action**
12/15/2016	HDC 2016-32 heard before the HDC and approved (see Exhibit 2)
01/10/2018	Responding to citizen concerns, staff conducted a site visit and found work being performed beyond the scope of the approved COA (see Exhibit 3)
01/11/2018	Stop work order placed on all exterior work by Building Department
01/16/2018	Applicant paid an After-the-fact fee of $750 and submitted application to seek approval for amendments to HDC 2016-32
02/15/2018	HDC 2016-32 Amendment heard before the HDC – continued to March 15, 2018

APPLICABLE GUIDELINES:

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. **A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
2. **The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
3. **Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
4. **Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
5. **Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
6. **Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**
   Findings: Complies ☐ Does not Comply ☐ N/A ☒
7. **Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**

Findings: Complies ☐ Does not Comply ☐ N/A ☒

8. **Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**

Findings: Complies ☐ Does not Comply ☐ N/A ☒

9. **New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**

Findings: Complies ☒ Does not Comply ☐ N/A ☐

10. **New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

Findings: Complies ☒ Does not Comply ☒ N/A ☐

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE

2.02.03 Historic District Overlays

The Historic District Overlays are intended to preserve the form, function, image, residential balance, and ambiance of the historic Centre Street and surrounding area as the ceremonial, civic, and cultural center of the City. The Overlays also cover the Old Town Historic District as well as the Amelia Island Lighthouse, Oxley-Heard Funeral Home, and Peck Center. The Historic District Overlay Boundaries are incorporated by reference through City of Fernandina Beach Ordinance numbers 526, 749, 846, 1995-12, 1997-24, and 2010-24. Areas within the Historic District Overlays shall be planned and managed following the guidelines established for the construction and renovation of buildings and use of land within the Historic Districts.

5.01.10 Fences and Walls

A. The maximum height of fences and walls shall be as set forth in Table 5.01.10(A), except where otherwise provided in this LDC.

Table 5.01.10(A). Maximum Height of Fences and Walls

Zoning District	Location	Maximum Height
RE,R1-G R-1, RLM, R-2, R-3, OT-1, OT-2, MU-1	Front yard, measured from the required front yard setback line to the front property line	4 feet
RE, R1-G R-1, RLM, R-2, R-3, OT-1, OT-2, MU-1	Side yard, measured from the required front yard setback line to the required rear yard setback line	6 feet
	Rear yard, measured from the required rear yard setback line to the rear property line	6 feet

B. Where walls or fences are proposed to be located on a common property line, the written consent of adjacent property owners shall be required.

C. Property lines shall be established by a survey prepared by a surveyor licensed in Florida not more than two (2) years prior to the date of the application for a permit to install or construct a fence.

D. Electrified fences are prohibited.

5.01.11 Swimming Pools and Pool Enclosures

A. All pools shall provide fencing or enclosures in compliance with the requirements of the Florida Building Code.

B. A screen enclosure may be installed instead of, or in addition to, a fence or wall, provided that the screen enclosure meets all the following requirements:
    1. A pool screen enclosure shall be set back from the side lot line a minimum of three (3) feet;
    2. A pool screen enclosure shall not be closer than three (3) feet to the rear lot line and shall not be required to comply with the setback from a rear lot line as set forth in Section 4.02.03(E); and
    3. A pool screen enclosure shall not exceed twenty-five (25) feet or the height of the principal structure, whichever is lower.
C. No overhead electric power lines shall pass over any pool unless enclosed in conduit and rigidly supported, nor shall any power line be nearer than ten (10) feet horizontally or vertically from the pool edge.
D. Pool equipment may be located within the side yard setback, but not closer than five (5) feet to side or rear yard lot line.
E. Lights used to illuminate any swimming pool shall be shielded and directed to avoid illuminations of adjoining properties.
F. The following setback shall be maintained and shall be measured from the pool's edge of water to the lot line as follows:
    1. The minimum front setback shall be the same as that required for a residence located on the parcel where the pool is to be constructed. However, in no case is the pool to be located closer to a front property line than the principal building is located;
    2. The minimum side setback shall be not less than eight (8) feet from the side lot line;
    3. The minimum rear setback shall be not less than eight (8) feet from the rear lot line; and
    4. In the C-2 and PI-1 zoning districts, pools that are an accessory to lodging accommodations may be located within a front yard, provided that the pool is setback at least ten (10) feet. The setback shall be measured from the front property line to the outermost feature of the pool, such as the edge of the pool deck or pool enclosure.

7.01.01 Access and Driveway Design Requirements

The following standards shall apply to all driveways or access points from a lot or parcel onto a public street:

A. The maximum number of access points for a lot is set forth in Table 7.01.01(A).
B. Platted lots of record on the effective date of this LDC which have fewer frontages than required in Table 7.01.01(A) shall be allowed one (1) access point.
C. No point of access shall be allowed within 100 feet of the intersection of the centerlines of any public street, except for single-family dwellings located on local streets intersecting with a local street, where the minimum separation shall be fifty (50) feet.
D. Access ways or driveways for corner lots shall be located on the street with the lower functional classification.
E. Driveways shall comply with the following standards:
    a. Residential driveways shall be a minimum of twelve (12) feet in width and a maximum of twenty (20) feet in width.
    b. Non-residential driveways shall be twenty-five (25) feet in width; when two (2) or more uses share a driveway, the width may be increased to thirty-five (35) feet. When a landscaped median is provided, the total width shall not exceed fifty (50) feet.
    c. The minimum inside turning radius shall be fifteen (15) feet. No part of the turning radius shall extend over the property line.

F. Concrete shall be 3,500 PSI with fiber and six (6) inches in depth in all rights-of-way.
G. The alley and driveway easements are to the property line of structures served and are not required inside the property line.
    a. For residential subdivisions on any local roadway, a secondary access may be provided through an easement for emergency vehicles.
    b. For residential subdivisions on a cul-de-sac;
    c. The maximum number of lots shall be limited to twenty (20); and
    d. The maximum length of the cul-de-sac shall be limited to 800 feet.
H. No curbs shall be cut or altered, and no points of access or openings for vehicles onto a public street shall be established, without a permit issued by the City.
I. Approval from FDOT or the County is required for any access onto a road under their jurisdiction.
J. The location, design, and construction of driveway connections shall comply with the FDOT Roadway Traffic Design Standards
K. All driveways shall be designed and constructed to comply with all drainage standards of the City and shall be improved with a permanent paving material.

8.00.01 Intent

It is declared as a matter of public policy that protection, enhancement, perpetuation and use of sites of aesthetic, archaeological, architectural, cultural, historical and paleontological merit or value is in the interests of the health, prosperity, safety and welfare of the people of Fernandina Beach. The City Commission finds that the irreplaceable loss of these resources to the community would detrimentally affect the community as a whole. It is therefore the intent of this chapter to:

A. Effect and accomplish the protection, enhancement and perpetuation of buildings, structures, improvements, sites, districts, landscape features, and archaeological and paleontological resources that represent distinctive elements of the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific, and social history;
B. Safeguard the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific and social heritage, as embodied and reflected in such structures, sites, and districts;
C. Foster awareness and pride in the accomplishments and events of the City's past;
D. Protect and enhance the City's attraction to residents, tourists, and visitors, and serve as an economic stimulus to business and industry;
E. Stabilize and improve property values and encourage compatible redevelopment;
F. Enhance the visual and aesthetic character of the City; and
G. Promote the use of individual structures, sites, and districts for the education, leisure, and welfare of the people of Fernandina Beach.

8.00.03 Relationship to Comprehensive Plan

The following standards implement Goal 11: Historic Preservation Element of the Fernandina Beach Comprehensive Plan to identify, preserve, and protect historic and cultural resources within the City.

8.01.01.01 Standards for Development in the Historic District Overlays

A. The review of proposed development within the Historic District Overlays shall be based upon the latest edition of Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings from the U.S. Secretary of Interior.
B. The review of proposed development within the Historic District Overlay shall also be based upon compliance with the Downtown Historic District Guidelines, dated December 1999, as amended from time to time. The review of proposed development within Old Town shall be based upon

compliance with the Old Town Preservation and Development Guidelines, dated June 1999, as amended from time to time.

C. In addition to standards applicable to the underlying zoning district, new construction within the Historic District Overlay shall be compatible with the existing character of the landmark or the district. Compatible design means architectural design and construction that will fit harmoniously into the district or the landmark site. New construction shall be compatible in scale, materials, and quality of construction with adjacent buildings and structures that have been designated.

E. Fences proposed within designated historic districts shall be compatible with the historic style and character of the district, shall not be vinyl, and shall require a certificate of appropriateness, as set forth in Chapter 11.

8.02.02 Historic District Council Roles and Responsibilities

The HDC shall have the duty and responsibility to:

C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.

8.03.10 Enforcement; Penalties; Injunctive Relief

A. Enforcement

1. The City shall promptly stop any work attempted to be done without or contrary to a Certificate of Approval issued under this chapter.
2. Any sign or exterior illumination of walls, exterior roofs, or appurtenances of buildings displayed contrary to the provisions of this LDC shall be removed.
3. If the owner of the structure or building fails to correct the defects as outlined in this section, after knowledge of the existence of such defects has been brought to his attention, the owner shall be found in violation of this LDC, and shall be subject to a fine.

B. Penalty; restoration of building to former appearance

1. A violation of this LDC shall be a separate offense for each day or portion thereof during which any such violation continues to occur and each offense shall be punishable by a fine.
2. Any person who demolishes, alters, or constructs a building or structure in violation of this chapter shall be required to restore the building or structure and its site to its appearance prior to the violation. This civil remedy shall be in addition to and not in lieu of any civil or criminal prosecution and penalty.

8.03.03 Application Process for Certificate of Approval

A. A Certificate of Approval is required before a permit is issued for work on a historic landmark or site, any property in a historic district (either contributing or noncontributing), or any property in the CRA Overlay.

DOWNTOWN HISTORIC DISTRICT GUIDELINES

PORCH STAIRS AND RAILINGS (pg. 87)

If porch stairs or railings are in need of replacement, match new components to the original porch in terms of design and materials.

1. All elements of a historic porch, including steps and railings are important to the architectural integrity of the building. Retain these components when possible.

2. Porch steps and railings are subject to regular use. Check them often and make repairs with materials that match the original.
3. If an individual porch step and rail requires replacement, use materials that match the originals.
4. The use of materials such as brick, concrete, or wrought iron steps for wooden front porches is not recommended.
5. Do not use pre-cast concrete steps on entrances that are in public view.
6. If desired, adding wooden or metal handrails may be appropriate if they are compatible with the style and design of the building.
7. In most cases, balusters or railings must be a minimum of finished dimensions of three inches by three inches. Simple painted wood railings with balusters between the top and bottom rail are generally appropriate.

ROOFS (pg. 88)

The purpose of a roof is to cover and protect the rest of the building from the elements, making it is one of the most important parts of a building. Regular roof maintenance is essential. A roof's size and visibility tend to restrict any change in its shape or materials, as this would drastically alter the appearance of the entire building. Original roofing materials in Fernandina Beach include wood shingles and standing seam metal; however, much of these original materials have been lost due to hurricanes and storms. New roofing materials of asphalt, metal, and fiberglass are appropriate for the district.

1. Retain, maintain, and repair historic roof forms and materials.
2. Where damage has occurred, retain as much historic material as possible, replacing only individual elements.
3. If overall deterioration is beyond the repair, substitute materials may be used. Select substitute materials that will best support the historic character of the building and the district. Match original materials whenever possible.
4. Roof maintenance extends to keeping gutters and downspouts clean and in good repair.
5. Inspect regularly for leaking roofs, gutters, and downspouts, and make repairs.
6. Regularly check for and secure loose or missing flashing; if flashing is deteriorated, replace it with high-quality materials. Fasten aluminum flashing with aluminum nails and paint.
7. Ensure proper ventilation to prevent condensation.
8. Provide adequate anchorage for the roofing material to guard against wind and water damage.
9. Check seams of metal roofs and keep metal surfaces painted except for copper roofs, which are protected by their patinas.
10. Secure metal roofs with metal fasteners that are compatible with the roofing material.
11. If supporting material has deteriorated below a slate or cement-tile roof, carefully remove and retain the tiles, repair the supports, and reinstall the tiles using copper nails to nail slate tiles to the roof.
12. If solar panels, skylights, rooftop satellite dishes, or other modern roof elements are used, install them out of public view. Use the smallest satellite dish possible.

WINDOWS (pg. 91)

Windows are functional and aesthetic, helping to convey a building's particular style. Windows allow light into the interior of a building, provide ventilation, and allow a visual connection to the outside. Their spacing divides a building into distinct sections, or bays, which defines the elevation.

There are numerous types and sizes of windows in addition to a variety of designs of sills, lintels, decorative caps, and shutters. Preserving windows and their components helps uphold the architectural integrity of

the district as a whole.

1. Preserve historic windows.
2. Patch, paint, putty, and weather strip historic windows as needed in order to restore them to their original conditions. See guidelines for wood for more detailed repair information.
3. If damage to a historic window is beyond repair, replace it entirely. However, when possible, replace only damaged components and retain as much historic material as possible. To test for condition, stick an ice pick into the sill or bottom rail of the frame; if it penetrates more than half an inch into the wood, the frame may require replacement.
4. If the majority of windows are beyond reasonable repair, wood windows should be replaced with wood windows to match the original.
5. To boost energy conservation, opt for the installation of storm windows over replacement of historic windows.
6. Window tinting should be limited and allow the window to be largely transparent.
7. Select storm windows with a design that allows for full view of the historic windows or that match the pane configuration of the windows.
8. Retain historic shutters and blinds.
9. If new blinds or shutters are installed, use ones that are constructed of wood and sized and installed like historic working ones and are based on physical or photographic evidence. Operable shutters are preferred.
10. The installation of vinyl shutters is not appropriate. Vinyl is not a sustainable material and its plastic appearance is not similar to wood.
11. The installation of “bahama” style shutters is appropriate if the property owner can demonstrate the dwelling originally had such shutters through photographic or physical evidence.
12. Do not change the number, location, size, or glazing pattern of windows by cutting new openings, blocking in windows, or installing replacement sashes that do not fit the historic openings.
13. Do not install bars in windows visible from the street.
14. Do not use snap-in or flush muntins on historic buildings or new infill.
15. Re-use serviceable hardware and locks as long as they are reversible and do not result in damage to historic elements.
16. The installation of temporary storm shutters to protect windows is appropriate as long as they are reversible and do not damage the historic fabric of the property.

FENCES AND WALLS (pg. 97)

Walls and fences, including gates, are found throughout the district. Their continued use is appropriate. Regularly maintain and make repairs to existing historic walls and fences instead of replacing them. Fences that are incompatible with the surrounding sites, like chain link, split rail, or stockade fences in areas where picket or iron fences predominate, are discouraged. The removal of incompatible walls and fences is encouraged.

1. Preserve historic fences and walls.
2. Construct new fences and walls using materials that predominated historically or that visually match these materials. Wood or metal for new fences and brick for new walls are generally appropriate materials.
3. Paint new wooden fences to complement their adjacent houses. Construct front-yard fences to a maximum height of four feet tall and with pickets set less than three inches apart and less than four inches in width.

4. New metal fences should not exceed four feet in height.
5. Use solid wood board fences in back yards only. Construct them to be less than six feet tall and paint them to blend with the building.
6. Locate non-traditional fences such as split or horizontal rail, railroad tie, or timber fences at rear yards or where not visible from the street. Chain link fencing is not recommended within the district.
7. The installation of vinyl fencing is prohibited for yards of houses in the historic district per the LDC. Vinyl is not a sustainable material and does not convey the same appearance as historic fencing materials such as wood or brick.

GROUND SURFACES (pg. 99)

Historic sidewalks, driveways, planting patterns, and grades should be preserved. If replacements or new elements are required, patterns of placement and material should be retained.

1. Follow guidelines for masonry to retain and maintain historic placement, materials, and design for ground surface elements like walkways and drives.
2. Keep landscaping maintained so that vegetation does not cause damage to masonry features.
3. Maintain compatibility between private ground materials like walkways and drives and public materials like sidewalks.
4. Traditional materials such as brick pavers, oyster shell, gravel, and concrete are recommended for new ground surfaces. Patterned concrete and permeable concrete are also acceptable and preferred over asphalt. Concrete ribbons, versus complete coverage of a driveway area, were commonly used. Their design is traditional and also decreases the amount of water run-off.

ANALYSIS:

Please see Exhibit 1 *Mitigation Notes/Recommendations* for staff recommendations and applicant responses.

STAFF RECOMMENDATION:

Staff finds that the requested action is substantially consistent with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant Approval.

Staff recommends APPROVAL of this amendment to HDC 2016-32 with the following conditions:

1. Paver drive at front yard be granted conditionally pending approval of a Right of Way Use Permit; and
2. Mitigation measures to include: application of external muntins (grilles) on windows, repainting of front wall at 1st floor porch SW2857 *Peace Yellow.*

MOTION TO CONSIDER:

I move to **approve or deny** this amendment to HDC case number 2016-32 **with or without** conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

That HDC case 2016-32 amendment, as presented, **is or is not** substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

LIST OF EXHIBITS:

EXHIBIT 1 **HDC 2016-32 Mitigation Notes/Recommendations**

EXHIBIT 2 **Letter of Clarification from Downs Drafting & Design LLC**

EXHIBIT 3 **HDC 2016-32 Amendment Application & Backup Materials as presented February 15, 2018**

Respectfully Submitted,

Salvatore J. Cumella
Historic Preservation Planner

HDC 2016-32 Amendment

EXHIBIT 1

Mitigation Notes/Recommendations

HDC 2016-32 Mitigation Notes/Recommendations

Mechanical – no discussion by board. I would recommend seeking approval for the change, explaining the reason to move and the fact that it is still appropriately screened from view. Moved Hvac so that it could be out of the way & covered

Windows (Design) – Windows have always been required to have exterior grilles and applicants are required to follow ALL published guidelines whether they are specifically addressed at HDC. That being said, explain that you did not realize this nuance of the guidelines and because it was not addressed at the original HDC meeting, proceeded with the windows that had the grilles between the glass. Recommendation from the HDC was to speak with the window manufacturer and see if it is possible to apply the exterior grille after the fact. This type of applied grille would generally not be recommended, but the board feels this would achieve the look that is desired and be a more cost effective than replacing all the windows. As staff, I agree with the board's recommendation and encourage you to consider this option, as it will improve the overall appearance of the windows and add value to the design of the home. Adding this element will make the windows appear to be more in line with the architectural style of the home. The design inspiration photo you provided for the paint color shows a good example of how having this exterior grille can make a modern window have a much more historic appearance. We are approved on original plan but willing to put grids on exterior of existing windows if board is willing to work with us on their other issues.

Windows (additional at rear) – The board seemed to be in agreement that this was an appropriate change. Explain why the decision to add the window was added for functional reasons and how having the window element in the rear gable mimics the front gable. It was agreed that this was a reasonable change.

Fencing – explain the difference between the original design that was in violation and the new proposed design meeting height and design requirements and being a more traditional design to compliment the historic district. We desire to put in 6' high fence (to look like the picture that we submitted to the board in last month's meeting) to screen the patio/backyard.

Patio/Hot tub/Outdoor shower – explain the desire to utilize this outdoor space as an extension of the living space to take advantage of the local climate. Be sure to include that the patio addition is sited behind both the home and the garage and that it is not visible from either right of way and will be appropriately screened by the fence at the two remaining sides. Extension of the indoor/outdoor living area, all done to code.

Accessory structure stairs/roof – The board seemed to understand that the roof over the stairs was a functional change. Explain why it was needed at the entrance to the garage suite. Much of the discussion focused on the railings being converted to half-walls. I would recommend converting the street side and backyard side of the half-wall back to railings, and seeking to maintain the half-wall at the house side, as this side is minimally visible. Opening the front and back of the half-wall will create a sense of openness and division between the two buildings that is more in line with the original plans.

Roof and half walls were needed to stop water intrusion. The railing would have to stop abruptly at the house end (front side the railing would only be approximately 2'; the BACK side 5' which at best would only be barely visible from the road at a straight on angle). As stated in the letter, "In order to make the construction flow well architecturally, we continued the wall around the entire upstairs….". We have taken a video from the street to show that this area is hardly visible. This change was not made for aesthetics because it barely visible, but for function and water flow from the house roof. We have also attached a letter from the architect.

down railing 001.pdf

Architect's Letter of Clarification.

The ceiling of the walkway and the tie in to the house roof for support

IMG_44761001.3gp

Movie Showing the porch is only visible straight on

Gutters – No discussion by board. Recommend explaining the functional need for them and seeking approval. All seemed to approve this at previous meeting as a necessary addition.

Paint Color – board discussed options of returning the porch to the same approved shade of blue as on the rest of the home, or keeping the yellow. Board expressed that, although a non-traditional use of the color, the yellow was a nice touch to accent the home and visually break up the mass of the home. The board expressed that if the yellow color was to be used, it should be used at the side elevations of the

home also. It was recommended that you discuss with your contractor, the possibility of adding a trim piece between the two levels as a way to create a break in the siding to allow for the change of color to appear on the sides of the building. The below picture shows an example of how that trim piece acts as to define the separate floors and colors. I agree with this assessment and think it will add visual interest to the home and help reduce the massing of the home. I would recommend considering this change. The other issue that was brought up was the shade of yellow. Although it is an approvable color, it is a little brighter than would be typically seen on this style of house. Craftsman homes traditionally featured muted earth toned colors. The yellow that is shown on the design inspiration photo is a much paler shade that creates a less stark contrast with the blue. If you choose to do the yellow, I would recommend considering a paler shade. Other color options to consider might be Sherwin Williams SW2857 *Peace Yellow*, or Valspar's 3004-4C *Pretty Pretty Picture* or 3006-6C *Demure Yellow*.

We will change to the lighter recommended color in the front porch area or will repaint it the already approved blue paint color. The picture that you sent us as an example will not work with our house. There is no clear horizontal line between the floors. The idea behind painting the porch was to lighten up the area under the porch roof and add a little interest. It stands out so much now without much needed landscaping and the important porch swing.

Driveway / Walkway – The general comments by the board seemed to approve of the paver material of the drive and walks. The main topic of discussion is the fact that circular drives are not a historic design that is seen in the Fernandina Downtown Historic District. You need to explain the reasoning behind this design choice. You definitely want to explain what makes this lot different from most, in that it is located on a truck route that allows no parking on public right of way (include photo of sign). Discuss how this design will increase the safety of drive and is necessary for guest parking. Discuss how, although the design of the drive may be non-traditional to accommodate safety concerns, the materials are a traditional material chosen to be in harmony with the quality of materials historically seen in the historic district.

1. Special Conditions: Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.

2. Special Privilege: Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.

NO
PARKING
OR
STANDING
ANYTIME
SLOW
CHILDREN
AT PLAY

NO
PARKING
OR
STANDING
ANYTIME
FLOATERS

CAUTION
PORT TRAFFIC
AHEAD

NO
PARKING
OR
STANDING
ANYTIME

LOWE'S
LOWE'S
LOWE'S

Gas tank location per permit and setbacks.

In our original thought we would have liked to have just a walk way to the street. Since there is no Parking allowed on our street, (unlike most all other properties in the historic district) we felt this was the safest solution to avoid backing into the truck route and vehicles could safely park off the street into the curve. This will also allow us to add additional landscaping and trees to soften the drive, instead of having a big square pad.

SPECIAL CONDITIONS & Noteworthy to our lots.

- Our front street is the truck route for the Port. Parking or standing is not permitted on this street unlike most all other properties in the historic district.
- The house sits on 3 lots, one side is the Port's empty property, and the other side is an undeveloped lot. That lot could easily be developed hiding much of the side of the house.
- We have a meeting with a landscape architect March 6, 2018. We hope to be able to plant trees and other elements to help make the house appear to have always been there. It will also help ease the east side profile. This plan will be submitted as required.
- We have made changes from the original to conform to historical guidelines during the process of the build. Examples are the front door to a more traditional design and materials; the concrete was changed to brick pavers: and exterior light fixtures were chosen with care. We did this to conform to the historical values that the HDC seeks.
- We have not requested a single variance for this construction. We don't feel that we are seeking a "variance" in these instances either.
- We respect the HDC's goals and responsibilities in the community. Especially concerning a building with historical value. This however is a new construction that we are trying to fit in with those values. This has been a long build with a lot of thought and concern to those important elements. We greatly apologize for the lack of communication on our part with the changes/additions that we have made. At the end of this, this is not an investment home, it is our forever home.

HDC 2016-32 Amendment

EXHIBIT 2

Letter of Clarification from Downs Drafting & Design LLC

DOWNS
DRAFTING & DESIGN LLC

Letter of Clarification

To whom it may concern,

The purpose of this letter from the Chief Designer and Owner of Downs Drafting and Design is to clarify a design decision on the Skidmore project on Dade St. in Fernandina Beach FL. The altered area in question (garage upstairs entry) was built differently than originally approved due to an unforeseen water intrusion issue. The alteration of this was important for the functionality and safety of the persons entering the upstairs garage area.

The initial plan reflected open picket railing around the upstairs garage entry area. Once the project was constructed in the field, an observation was made that the water shed from the main house roof system would drain heavily on to the landing/deck area at the upstairs garage entry. Such water flow was found to be a risk to the persons on the landing/deck and stair area at the upstairs garage entry.

To correct the water shed issue, we have replaced the open railing with a full framed wall at the 42" height. The wall allowed us to construct a cricket which disperses the water properly. In order to make the construction flow well architecturally, we continued the wall around the entire upstairs garage entry area where all open railing was previously shown. All work and alterations have been field inspected and shall be approved as built.

If you have any comments or question. Feel free to call me directly. Thanks, and have a nice day!

William Downs

Downs Drafting and Design LLC – Owner

(904)536-0857

downsdraftinganddesign@gmail.com

HDC 2016-32 Amendment

EXHIBIT 3

Application & Backup Materials
as Presented February 15, 2018

HISTORIC DISTRICT COUNCIL STAFF REPORT
HDC 2016-32 AMENDMENT
FEBRUARY 15, 2018

Owner/Applicant:	Steve Skidmore				
Property Address:	327 N. 4th Street				
Requested action:	Certificate of Approval (COA) to Amend COA to include changes that occurred during construction.				
Current zoning:	R-2				
FLUM land use category:	Medium Density Residential				
Existing uses on the site:	Vacant				
FL Master Site File #	N/A				
Year Built:	N/A				
Contributing Status:	Non-Contributing				
Adjacent Properties:	North	Single-Family Residential	R-2		
	South	Vacant	R-2		
	East	Vacant	R-2		
	West	Vacant	R-2		

All required application materials have been received. All fees have been paid. All required notices have been made.

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

CASE HISTORY	
Date	**Action**
12/15/2016	HDC 2016-32 heard before the HDC and approved (see Exhibit 2)
01/10/2018	Responding to citizen concerns, staff conducted a site visit and found work being performed beyond the scope of the approved COA (see Exhibit 3)
01/11/2018	Stop work order placed on all exterior work by Building Department
01/16/2018	Applicant paid an After-the-fact fee of $750 and submitted application to seek approval for amendments to HDC 2016-32
02/15/2018	HDC 2016-32 Amendment scheduled to be heard before the HDC

Requested Amendments

1. HVAC relocated to under exterior stairs going to guest suite above garage;
2. Add hot tub, patio, outdoor shower and privacy fence behind home;
3. Cover second story deck on rear of home and change railing to solid half-wall;
4. Add front drive and a sidewalk along the east side of house connecting front porch to previously approved drive. All drives and walkway to be pavers. Patio behind home is travertine;
5. Add gutters downspouts – white;
6. Add window on 2nd story rear of house above kitchen;
7. Change paint color at front wall at first floor to SW Classic Yellow 2865.

APPLICABLE GUIDELINES:

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. **A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
2. **The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
3. **Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
4. **Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
5. **Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
6. **Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**
   Findings: Complies ☐ Does not Comply ☐ N/A ☒

7. **Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**

   Findings: Complies ☐ Does not Comply ☐ N/A ☒

8. **Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**

   Findings: Complies ☐ Does not Comply ☐ N/A ☒

9. **New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**

   Findings: Complies ☒ Does not Comply ☐ N/A ☐

10. **New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

    Findings: Complies ☒ Does not Comply ☒ N/A ☐

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE

2.02.03 Historic District Overlays

The Historic District Overlays are intended to preserve the form, function, image, residential balance, and ambiance of the historic Centre Street and surrounding area as the ceremonial, civic, and cultural center of the City. The Overlays also cover the Old Town Historic District as well as the Amelia Island Lighthouse, Oxley-Heard Funeral Home, and Peck Center. The Historic District Overlay Boundaries are incorporated by reference through City of Fernandina Beach Ordinance numbers 526, 749, 846, 1995-12, 1997-24, and 2010-24. Areas within the Historic District Overlays shall be planned and managed following the guidelines established for the construction and renovation of buildings and use of land within the Historic Districts.

5.01.10 Fences and Walls

A. The maximum height of fences and walls shall be as set forth in Table 5.01.10(A), except where otherwise provided in this LDC.

Table 5.01.10(A). Maximum Height of Fences and Walls

Zoning District	Location	Maximum Height
RE,R1-G R-1, RLM, R-2, R-3, OT-1, OT-2, MU-1	Front yard, measured from the required front yard setback line to the front property line	4 feet
RE, R1-G R-1, RLM, R-2, R-3, OT-1, OT-2, MU-1	Side yard, measured from the required front yard setback line to the required rear yard setback line	6 feet
	Rear yard, measured from the required rear yard setback line to the rear property line	6 feet

B. Where walls or fences are proposed to be located on a common property line, the written consent of adjacent property owners shall be required.

C. Property lines shall be established by a survey prepared by a surveyor licensed in Florida not more than two (2) years prior to the date of the application for a permit to install or construct a fence.

D. Electrified fences are prohibited.

5.01.11 Swimming Pools and Pool Enclosures

A. All pools shall provide fencing or enclosures in compliance with the requirements of the Florida Building Code.
B. A screen enclosure may be installed instead of, or in addition to, a fence or wall, provided that the screen enclosure meets all the following requirements:
    1. A pool screen enclosure shall be set back from the side lot line a minimum of three (3) feet;
    2. A pool screen enclosure shall not be closer than three (3) feet to the rear lot line and shall not be required to comply with the setback from a rear lot line as set forth in Section 4.02.03(E); and
    3. A pool screen enclosure shall not exceed twenty-five (25) feet or the height of the principal structure, whichever is lower.
C. No overhead electric power lines shall pass over any pool unless enclosed in conduit and rigidly supported, nor shall any power line be nearer than ten (10) feet horizontally or vertically from the pool edge.
D. Pool equipment may be located within the side yard setback, but not closer than five (5) feet to side or rear yard lot line.
E. Lights used to illuminate any swimming pool shall be shielded and directed to avoid illuminations of adjoining properties.
F. The following setback shall be maintained and shall be measured from the pool's edge of water to the lot line as follows:
    1. The minimum front setback shall be the same as that required for a residence located on the parcel where the pool is to be constructed. However, in no case is the pool to be located closer to a front property line than the principal building is located;
    2. The minimum side setback shall be not less than eight (8) feet from the side lot line;
    3. The minimum rear setback shall be not less than eight (8) feet from the rear lot line; and
    4. In the C-2 and PI-1 zoning districts, pools that are an accessory to lodging accommodations may be located within a front yard, provided that the pool is setback at least ten (10) feet. The setback shall be measured from the front property line to the outermost feature of the pool, such as the edge of the pool deck or pool enclosure.

5.02.04 Temporary Construction and Sales Offices

Certain uses and structures are allowable during construction activities. A temporary permit is required according to procedures set forth in Chapter 11.

K. Construction and demolition debris dumpsters are permissible. However, dumpsters shall be located at least one (1) foot from all property lines. Such dumpsters are not required to meet screening requirements set forth in Section 5.01.07.

7.01.01 Access and Driveway Design Requirements

Table 7.01.01(A). Maximum number of access points per lot

Functional Classification of Frontage Street	Maximum Number of Access Points
Arterial	1 per 500 feet of frontage
Collector, City responsibility	1 per 200 feet of frontage
Local	1 per 100 feet of frontage

The following standards shall apply to all driveways or access points from a lot or parcel onto a public street:

A. The maximum number of access points for a lot is set forth in Table 7.01.01(A).
B. Platted lots of record on the effective date of this LDC which have fewer frontages than required in Table 7.01.01(A) shall be allowed one (1) access point.
C. No point of access shall be allowed within 100 feet of the intersection of the centerlines of any public street, except for single-family dwellings located on local streets intersecting with a local street, where the minimum separation shall be fifty (50) feet.
D. Access ways or driveways for corner lots shall be located on the street with the lower functional classification.
E. Driveways shall comply with the following standards:
    a. Residential driveways shall be a minimum of twelve (12) feet in width and a maximum of twenty (20) feet in width.
    b. Non-residential driveways shall be twenty-five (25) feet in width; when two (2) or more uses share a driveway, the width may be increased to thirty-five (35) feet. When a landscaped median is provided, the total width shall not exceed fifty (50) feet.
    c. The minimum inside turning radius shall be fifteen (15) feet. No part of the turning radius shall extend over the property line.
F. Concrete shall be 3,500 PSI with fiber and six (6) inches in depth in all rights-of-way.
G. The alley and driveway easements are to the property line of structures served and are not required inside the property line.
    a. For residential subdivisions on any local roadway, a secondary access may be provided through an easement for emergency vehicles.
    b. For residential subdivisions on a cul-de-sac;
    c. The maximum number of lots shall be limited to twenty (20); and
    d. The maximum length of the cul-de-sac shall be limited to 800 feet.
H. No curbs shall be cut or altered, and no points of access or openings for vehicles onto a public street shall be established, without a permit issued by the City.
I. Approval from FDOT or the County is required for any access onto a road under their jurisdiction.
J. The location, design, and construction of driveway connections shall comply with the FDOT Roadway Traffic Design Standards
K. All driveways shall be designed and constructed to comply with all drainage standards of the City and shall be improved with a permanent paving material.

8.00.01 Intent

It is declared as a matter of public policy that protection, enhancement, perpetuation and use of sites of aesthetic, archaeological, architectural, cultural, historical and paleontological merit or value is in the interests of the health, prosperity, safety and welfare of the people of Fernandina Beach. The City Commission finds that the irreplaceable loss of these resources to the community would detrimentally affect the community as a whole. It is therefore the intent of this chapter to:

A. Effect and accomplish the protection, enhancement and perpetuation of buildings, structures, improvements, sites, districts, landscape features, and archaeological and paleontological resources that represent distinctive elements of the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific, and social history;
B. Safeguard the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific and social heritage, as embodied and reflected in such structures, sites, and districts;
C. Foster awareness and pride in the accomplishments and events of the City's past;

D. Protect and enhance the City's attraction to residents, tourists, and visitors, and serve as an economic stimulus to business and industry;
E. Stabilize and improve property values and encourage compatible redevelopment;
F. Enhance the visual and aesthetic character of the City; and
G. Promote the use of individual structures, sites, and districts for the education, leisure, and welfare of the people of Fernandina Beach.

8.00.03 Relationship to Comprehensive Plan

The following standards implement Goal 11: Historic Preservation Element of the Fernandina Beach Comprehensive Plan to identify, preserve, and protect historic and cultural resources within the City.

8.01.01.01 Standards for Development in the Historic District Overlays

A. The review of proposed development within the Historic District Overlays shall be based upon the latest edition of Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings from the U.S. Secretary of Interior.
B. The review of proposed development within the Historic District Overlay shall also be based upon compliance with the Downtown Historic District Guidelines, dated December 1999, as amended from time to time. The review of proposed development within Old Town shall be based upon compliance with the Old Town Preservation and Development Guidelines, dated June 1999, as amended from time to time.
C. In addition to standards applicable to the underlying zoning district, new construction within the Historic District Overlay shall be compatible with the existing character of the landmark or the district. Compatible design means architectural design and construction that will fit harmoniously into the district or the landmark site. New construction shall be compatible in scale, materials, and quality of construction with adjacent buildings and structures that have been designated.
E. Fences proposed within designated historic districts shall be compatible with the historic style and character of the district, shall not be vinyl, and shall require a certificate of appropriateness, as set forth in Chapter 11.

8.02.02 Historic District Council Roles and Responsibilities

The HDC shall have the duty and responsibility to:

C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.

8.03.10 Enforcement; Penalties; Injunctive Relief

A. Enforcement
    1. The City shall promptly stop any work attempted to be done without or contrary to a Certificate of Approval issued under this chapter.
    2. Any sign or exterior illumination of walls, exterior roofs, or appurtenances of buildings displayed contrary to the provisions of this LDC shall be removed.
    3. If the owner of the structure or building fails to correct the defects as outlined in this section, after knowledge of the existence of such defects has been brought to his attention, the owner shall be found in violation of this LDC, and shall be subject to a fine.
B. Penalty; restoration of building to former appearance
    1. A violation of this LDC shall be a separate offense for each day or portion thereof during which any such violation continues to occur and each offense shall be punishable by a

fine.

2. Any person who demolishes, alters, or constructs a building or structure in violation of this chapter shall be required to restore the building or structure and its site to its appearance prior to the violation. This civil remedy shall be in addition to and not in lieu of any civil or criminal prosecution and penalty.

8.03.03 Application Process for Certificate of Approval

A. A Certificate of Approval is required before a permit is issued for work on a historic landmark or site, any property in a historic district (either contributing or noncontributing), or any property in the CRA Overlay.

DOWNTOWN HISTORIC DISTRICT GUIDELINES

PORCH STAIRS AND RAILINGS (pg. 87)

If porch stairs or railings are in need of replacement, match new components to the original porch in terms of design and materials.

1. All elements of a historic porch, including steps and railings are important to the architectural integrity of the building. Retain these components when possible.
2. Porch steps and railings are subject to regular use. Check them often and make repairs with materials that match the original.
3. If an individual porch step and rail requires replacement, use materials that match the originals.
4. The use of materials such as brick, concrete, or wrought iron steps for wooden front porches is not recommended.
5. Do not use pre-cast concrete steps on entrances that are in public view.
6. If desired, adding wooden or metal handrails may be appropriate if they are compatible with the style and design of the building.
7. In most cases, balusters or railings must be a minimum of finished dimensions of three inches by three inches. Simple painted wood railings with balusters between the top and bottom rail are generally appropriate.

ROOFS (pg. 88)

The purpose of a roof is to cover and protect the rest of the building from the elements, making it is one of the most important parts of a building. Regular roof maintenance is essential. A roof's size and visibility tend to restrict any change in its shape or materials, as this would drastically alter the appearance of the entire building. Original roofing materials in Fernandina Beach include wood shingles and standing seam metal; however, much of these original materials have been lost due to hurricanes and storms. New roofing materials of asphalt, metal, and fiberglass are appropriate for the district.

1. Retain, maintain, and repair historic roof forms and materials.
2. Where damage has occurred, retain as much historic material as possible, replacing only individual elements.
3. If overall deterioration is beyond the repair, substitute materials may be used. Select substitute materials that will best support the historic character of the building and the district. Match original materials whenever possible.
4. Roof maintenance extends to keeping gutters and downspouts clean and in good repair.
5. Inspect regularly for leaking roofs, gutters, and downspouts, and make repairs.

6. Regularly check for and secure loose or missing flashing; if flashing is deteriorated, replace it with high-quality materials. Fasten aluminum flashing with aluminum nails and paint.
7. Ensure proper ventilation to prevent condensation.
8. Provide adequate anchorage for the roofing material to guard against wind and water damage.
9. Check seams of metal roofs and keep metal surfaces painted except for copper roofs, which are protected by their patinas.
10. Secure metal roofs with metal fasteners that are compatible with the roofing material.
11. If supporting material has deteriorated below a slate or cement-tile roof, carefully remove and retain the tiles, repair the supports, and reinstall the tiles using copper nails to nail slate tiles to the roof.
12. If solar panels, skylights, rooftop satellite dishes, or other modern roof elements are used, install them out of public view. Use the smallest satellite dish possible.

WINDOWS (pg. 91)

Windows are functional and aesthetic, helping to convey a building's particular style. Windows allow light into the interior of a building, provide ventilation, and allow a visual connection to the outside. Their spacing divides a building into distinct sections, or bays, which defines the elevation.

There are numerous types and sizes of windows in addition to a variety of designs of sills, lintels, decorative caps, and shutters. Preserving windows and their components helps uphold the architectural integrity of the district as a whole.

1. Preserve historic windows.
2. Patch, paint, putty, and weather strip historic windows as needed in order to restore them to their original conditions. See guidelines for wood for more detailed repair information.
3. If damage to a historic window is beyond repair, replace it entirely. However, when possible, replace only damaged components and retain as much historic material as possible. To test for condition, stick an ice pick into the sill or bottom rail of the frame; if it penetrates more than half an inch into the wood, the frame may require replacement.
4. If the majority of windows are beyond reasonable repair, wood windows should be replaced with wood windows to match the original.
5. To boost energy conservation, opt for the installation of storm windows over replacement of historic windows.
6. Window tinting should be limited and allow the window to be largely transparent.
7. Select storm windows with a design that allows for full view of the historic windows or that match the pane configuration of the windows.
8. Retain historic shutters and blinds.
9. If new blinds or shutters are installed, use ones that are constructed of wood and sized and installed like historic working ones and are based on physical or photographic evidence. Operable shutters are preferred.
10. The installation of vinyl shutters is not appropriate. Vinyl is not a sustainable material and its plastic appearance is not similar to wood.
11. The installation of "bahama" style shutters is appropriate if the property owner can demonstrate the dwelling originally had such shutters through photographic or physical evidence.
12. Do not change the number, location, size, or glazing pattern of windows by cutting new openings, blocking in windows, or installing replacement sashes that do not fit the historic openings.
13. Do not install bars in windows visible from the street.
14. Do not use snap-in or flush muntins on historic buildings or new infill.

15. Re-use serviceable hardware and locks as long as they are reversible and do not result in damage to historic elements.
16. The installation of temporary storm shutters to protect windows is appropriate as long as they are reversible and do not damage the historic fabric of the property.

FENCES AND WALLS (pg. 97)

Walls and fences, including gates, are found throughout the district. Their continued use is appropriate. Regularly maintain and make repairs to existing historic walls and fences instead of replacing them. Fences that are incompatible with the surrounding sites, like chain link, split rail, or stockade fences in areas where picket or iron fences predominate, are discouraged. The removal of incompatible walls and fences is encouraged.

1. Preserve historic fences and walls.
2. Construct new fences and walls using materials that predominated historically or that visually match these materials. Wood or metal for new fences and brick for new walls are generally appropriate materials.
3. Paint new wooden fences to complement their adjacent houses. Construct front-yard fences to a maximum height of four feet tall and with pickets set less than three inches apart and less than four inches in width.
4. New metal fences should not exceed four feet in height.
5. Use solid wood board fences in back yards only. Construct them to be less than six feet tall and paint them to blend with the building.
6. Locate non-traditional fences such as split or horizontal rail, railroad tie, or timber fences at rear yards or where not visible from the street. Chain link fencing is not recommended within the district.
7. The installation of vinyl fencing is prohibited for yards of houses in the historic district per the LDC. Vinyl is not a sustainable material and does not convey the same appearance as historic fencing materials such as wood or brick.

GROUND SURFACES (pg. 99)

Historic sidewalks, driveways, planting patterns, and grades should be preserved. If replacements or new elements are required, patterns of placement and material should be retained.

1. Follow guidelines for masonry to retain and maintain historic placement, materials, and design for ground surface elements like walkways and drives.
2. Keep landscaping maintained so that vegetation does not cause damage to masonry features.
3. Maintain compatibility between private ground materials like walkways and drives and public materials like sidewalks.
4. Traditional materials such as brick pavers, oyster shell, gravel, and concrete are recommended for new ground surfaces. Patterned concrete and permeable concrete are also acceptable and preferred over asphalt. Concrete ribbons, versus complete coverage of a driveway area, were commonly used. Their design is traditional and also decreases the amount of water run-off.

ANALYSIS:

Site Visit 1/11/18

Staff conducted a site visit on the evening of 1/1/18 and found the following violations related to the construction and site work being performed:

- Improper placement of temporary roll-off dumpster on adjoining property (Lot 18).

- Improper placement of portable toilet in city right of way.

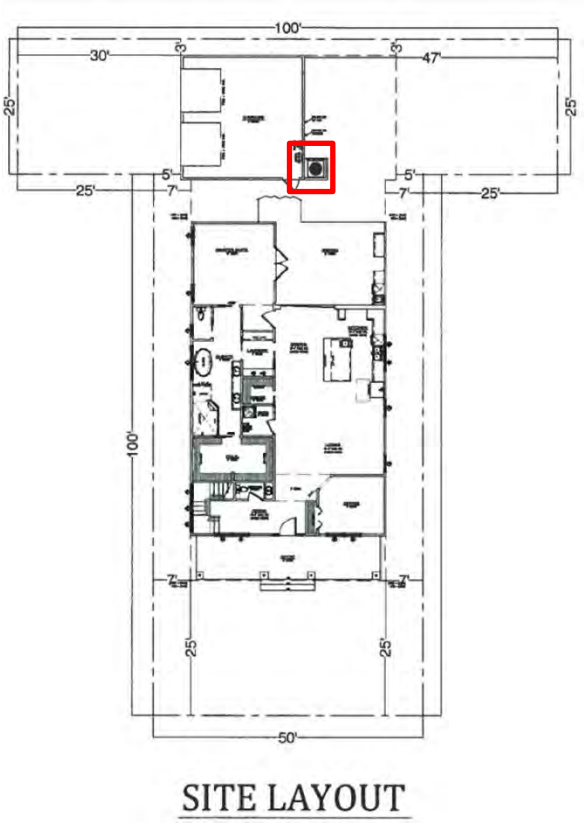
- Tree protection and silt fencing not in place. Soil from site washing out onto adjoining lots, city right of way, and N. 4th Street.

The violations relating to the site work were discussed with the applicant the following day, and the applicant worked quickly to resolve all of the above issues over that weekend and submitted pictures that Monday, 1/15/2018 demonstrating compliance. At this time, all of the above noted violations related to site work/construction have been resolved and no further action is required for these items.

During the 1/11/2018 Site visit, a number of elements of the project were observed that varied from the approved scope of work reviewed through HDC 2016-32, or were not included in that scope of work. City of Fernandina Beach Building Department verified that they had not received any revisions to the original building permits, and had not reviewed any of the changes/additions seen occurring at the site.

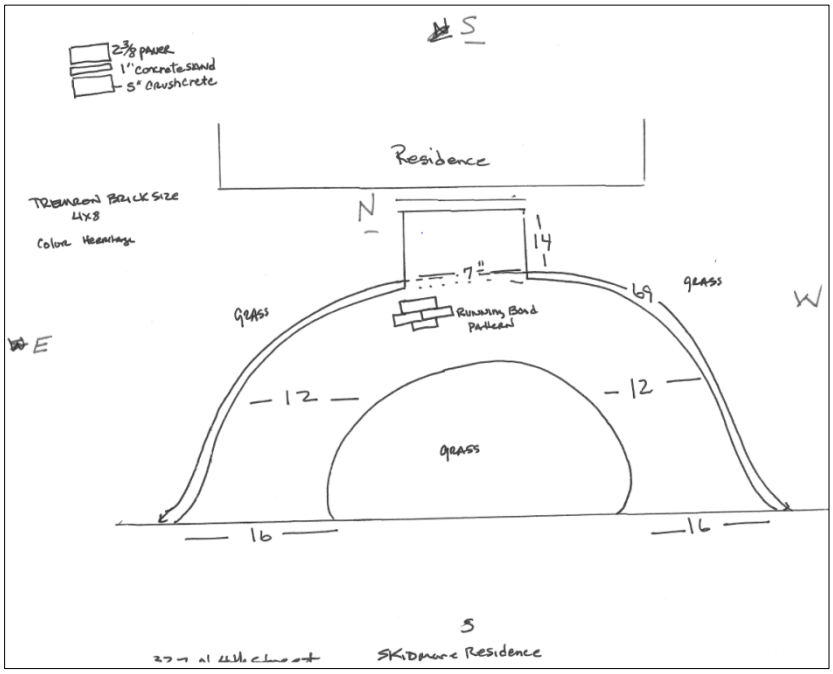
Work outside the scope of HDC 2016-32 included:

- **Mechanical Equipment** - Mechanical equipment had been relocated from the rear yard to the breezeway between the primary and accessory structures.



Staff Analysis – moving the mechanical to the location under the stairs has not had a negative impact on the project and is still appropriately screened from view from the right of way.

- **Driveway/Walkway** - Driveway surface changed from concrete to brick pavers. A circular drive was added at the front yard, also of brick. A brick walkway connecting the two driveways was added.



Staff Analysis – brick pavers are a traditional paving material and are appropriate for use on drives and walkways in the historic district. The two additional curb cuts at the front yard will also require approval from the Streets Department through a Right of Way Use Permit before an HDC Final Inspection can be completed.

- **Windows (design)** – windows used on the project are 2/1 grille between glass. Information provided by applicant for review called out the grille pattern of the windows, but did not specify whether they were seeking approval for grille between glass (GBG) or simulated-divided lite (SDL). Grille between glass is not permitted in the historic district. This issue was not addressed at the HDC hearing, as it was not clear that applicant was seeking approval for GBG windows.

Staff Analysis – Although GBG windows are prohibited in Fernandina Beach's Historic Districts, staff believes that this requirement is unclear to applicants unless specifically called out by staff or the board. At the time of this application was initiated, the only place where the window requirement appeared in writing was on page 93 of the guidelines as item #14 *"Do not use snap-in or flush muntins on historic buildings or new infill*." This section deals primarily with the treatment of historic windows and is often overlooked by applicants designing for new construction. "*Guidelines for New Construction"* begins on page 108 of the Downtown Historic District Design Guidelines and, although it speaks to compatibility of new construction, it does not address the issue of raised muntins (grilles). Staff feels that due to this being unclear to most applicants, it would be inappropriate to retroactively enforce this requirement upon the applicant.

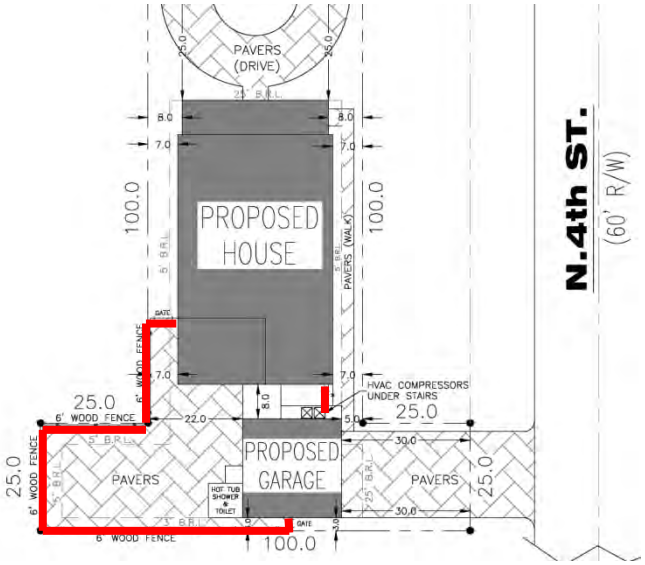
Since this approval came through HDC for review, the HDC application has been updated (1/25/18) and now includes the Historic District Council Windows List, which includes language about the requirement to have raised muntins. Staff is also looking into possible updates to the Land Development Code and design guidelines to further clarify this requirement.

- **Windows (additional)** – The applicant has requested approval for a change to the rear elevation of the principal structure to include a change in the roof design and the addition of a window at the rear gable.

Staff Analysis – The additional window and change in roof design to not detract from the overall design of symmetry of the home and are an appropriate change to the approved plans.

- **Fencing** – During the site visit it was noted that a horizontal board fence was under construction at the rear of the accessory structure that was not part of the original COA. The fence was over the allowable 6 foot height, and appeared to be still under construction.

Staff Analysis – After speaking with the applicant about the issues with the fence, the applicant had the structure disassembled. The applicant is seeking approval to construct a more traditional 6-foot high wood fence similar in design to the one shown below. The fence will be stained Minwax *Classic Gray.* The fence is shown to be located off of the common property line, so written consent from adjoining property owners is not required. The proposed fence meets all height and setback requirements per LDC 5.01.10.

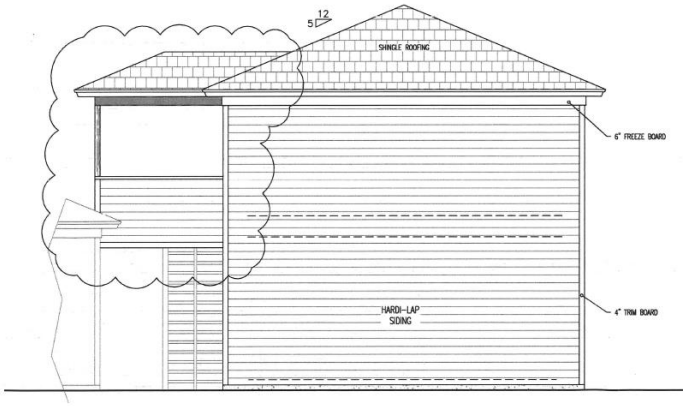


- **Patio/Hot Tub/Outdoor Shower** – During the site visit it was noted that a travertine patio was added to the rear yard that was not included in scope of the project COA. The patio features a hot tub and enclosed outdoor shower area.

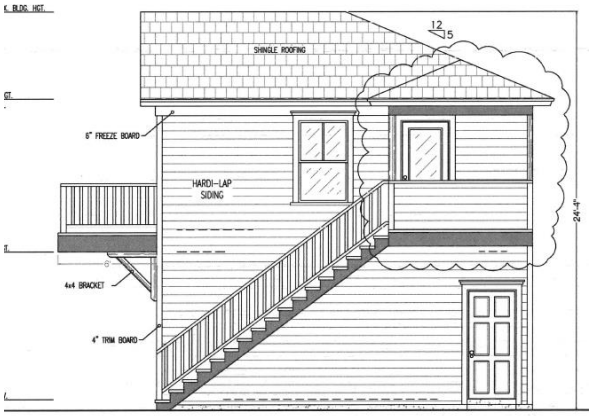
Staff Analysis – Hot tubs must follow the same setbacks as swimming pools, as outlined in LDC 5.01.11. Setbacks are not specifically called out on the plans, but the hot tub appears to comply with all setback requirements. The patio itself is paved with a travertine paver. Although a non-traditional material for the historic district, the patio is located in the rear yard and is not visible from either the Dade Street or N. 4th Street right of way. The outdoor shower enclosure, considered a landscape feature, is made of wood and is an appropriate addition to the outdoor space.

- **Accessory Structure Stairs/Roof** – During the site visit it was noted that the landing at the top of the stairs on the accessory structure varied from the approved plans. The roofline had been extended to roof over the stair landing area, and the railings at the top of the stairs had been changed to half-walls clad in siding.

LEFT ELEVATION



RIGHT ELEVATION



FRONT ELEVATION

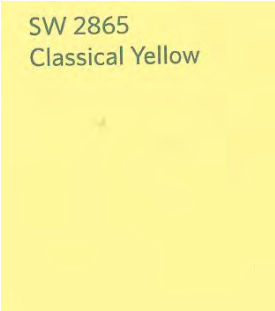
Staff Analysis – The additional roof mass on the accessory structure adds to an already wide expanse of roof. The enclosure of the railings at the 2nd floor landing further visually emphasizes the mass of this elevation. Staff recommends removal of the half-wall and reverting to the railings as approved. This would allow for the roof over the landing, while maintaining and visual openness between the principal and accessory structures.

- **Gutters** – Applicant would like to add white gutters and downspouts for stormwater management.
  Staff Analysis – The addition of gutters is a recommended and appropriate addition to the plan.

- **Paint color** – Applicant seeks approval to change the color of the lower half of the front elevation to SW *Classic Yellow* 2865.

Subject Property

Inspiration Home for Colors/Use



Staff Analysis – Although this a non-traditional use of colors, the colors chosen would have existed and been seen in Fernandina during its period of significance. Staff recommends approval of the addition of this second color (SW *Classic Yellow* 2865).

STAFF RECOMMENDATION:

Staff finds that the requested action is substantially consistent with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant Approval.

Staff recommends APPROVAL of this amendment to HDC 2016-32 with the following conditions:

1. Paver drive at front yard be granted conditionally pending approval of a Right of Way Use Permit; and
2. Enclosed half-wall at top of stair landing of accessory structure be modified to reflect approved design (roof to remain).

MOTION TO CONSIDER:

I move to **approve or deny** this amendment to HDC case number 2016-32 **with or without** conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

That HDC case 2016-32 amendment, as presented, **is or is not** substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

LIST OF EXHIBITS:

EXHIBIT 1 **HDC 2018-01 Amendment Application & Backup Materials**

EXHIBIT 2 **Revised Plans and Elevations**

EXHIBIT 3 **1/11/2018 Site Visit Photos**

EXHIBIT 4 **Photos Showing Resolution of Site Issues (Dumpster, Portable Toilette, Silt Fence)**

EXHIBIT 5 **Photos Provided By Applicant**

EXHIBIT 6 **HDC 2016-32 Agenda Packet as Presented December 6, 2016**

Respectfully Submitted,

Salvatore J. Cumella
Historic Preservation Planner

HDC 2016-32 Amendment

EXHIBIT 1

Application and Backup Materials

OFFICE USE ONLY
REC'D: 1/16/18 BY: SJC
PAYMENT: $ 750.00 TYPE ✓#1593
APPLICATION #:
HDC CASE #: 2016-32 (amendment)
APPLICATION COMPLETE: Y ✓ N
PRE-CONFRENCE: Y ✓ N DATE

BOARD MEETING DATE: Feb. 15 2018
PLANNER: DATE:
___ APPROVED ___ DENIED

APPLICATION FOR HISTORIC DISTRICT COUNCIL COA

APPROVAL TYPE:	☐ Staff Approval	☑ Board Approval: Conceptual _____ or Final _____

PROJECT TYPE:

☐ New Construction ☐ Addition ☐ Alteration ☐ Relocation ☐ Demolition ☐ Variance (After the fact COA)
☐ Repair ☐ Paint ☐ Fence ☐ Sign ☐ Re-roof ☐ Other: revise 1st application

PROPERTY INFORMATION

Street Address: 327 N 4th Street
Historic District: ☒ Downtown ☐ Old Town ☐ CRA Waterfront
Parcel Identification Number(s): 00-00-31-1800-0017-0160
Zoning District: _____ Lot / Block Number (optional) _____

Owner of Record	**Applicant or Agent**
Owner(s) Name Steve Skidmore	Applicant Name SAME
Corporation or Company 5308 Anthony Lane	Corporation or Company
Street Address	Street Address
City State Zip Sarasota FL 34233	City State Zip
Telephone Number 859-802-1060	Telephone Number
Fax Number	Fax Number
Email Address	Email Address

PROJECT DESCRIPTION

Part 1. Describe The Existing Conditions and Materials. Describe the existing structure(s) on the subject property in terms of the construction materials and site conditions, as well as the surrounding context.

Part 2. Describe The Proposed Project and Materials. Describe the proposed project in terms of size, affected architectural elements, materials, and relationship to the existing structure(s). Attach further description sheets, if needed.

New construction -- revision of originally approved structure -- see plans. Major changes include:

1. Relocate HVAC to under exterior stairs going to guest suite above garage
2. Add hot tub , patio, outdoor shower and privacy fence behind home
3. Cover 2nd story deck on rear of home and change railing to solid 1/2 wall
4. Add front drive and a sidewalk along east side of house connecting front porch to previously approved drive. All drives and walkways are pavers. Patio behind the home is travertine.
5. Add gutters and downspouts - white
6. Add window on 2nd story rear of house above kitchen

List proposed materials and colors, as applicable:

Project Scope	Type, Material, Brand	Color
Exterior Fabric	Same as previously approved -- added yellow wall under exterior front porch	SW Historic Color Classical Yellow 2865
Doors	Front door - Mahogany with glass at top - sidelights As previously approved	
Windows	Add window on 2nd story rear of house to allow light into kitchen All others as previously approved	same as previously approved
Roofing	As previously approved	
Fascia/Trim	As previously approved	
Foundation	As previously approved	
Shutters	As previously approved	
Porch/Deck	Deck on 2nd story of the rear of the home to be covered and railings enclosed -- all finishes to match those previously approved for the home	
Fencing	Add 6' privacy fence around house -- see site plan & photos	Stained Minwax Classic Gray
Driveways/Sidewalks	Add front circular drive in front of home. Add sidewalk along east side of house connecting front porch to drive in rear.	Pavers -- red brick
Signage	N/A	
Other	Add gutters and downspouts Original plan called for Trex porch -- we used PT lumber to be stained Mixwax Classic Gray	White

Please submit all product brochures, paint color samples, and material samples with your application.

CERTIFICATION

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and have read and understand the following:

1. I/We hereby attest to the fact that the above supplied property address(es), parcel number(s) and legal description(s) is (are) the true and proper identification of the area of this petition.

2. I/We authorize staff from the Community Development Department to enter onto the property in question during regular city business hours in order to take photos which will be placed in the permanent file.

3. I/We understand that the COA review time period will not commence until your application is deemed complete by staff and may take up to 10 days to process. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

4. I/We understand that, for Board review cases, an agenda and staff report will be available on the City's website approximately one week before the Historic District Council meeting.

5. I/We understand that the Historic District Council meetings are conducted in a quasi-judicial hearing and as such ex-parte communications are prohibited (Communication about your project with a Historic District Council member).

6. I/We understand that the approval of this application by the Historic District Council or staff in no way constitutes approval of a Building Permit for construction from the City of Fernandina Beach Building Department.

7. I/We understand that all changes to the approved scope of work stated in a COA have to be approved by the HDC before work commences on those changes. There will be no charge for a revision to a COA. Making changes that have not been approved can result in a Stop Work Order being placed on the entire project and/or additional fees/penalties.

8. I/We understand that any decision of the HDC may be appealed to the City Commission, with the exception of variances, which may be appealed to a court of record as outlined in Section 10.02.04(D) of the Land Development Code. Petitions to appeal shall be presented within thirty (30) days after the decision of the HDC; otherwise the decision of the HDC will be final.

*9. I/We understand that Certificates of Approval are only valid for **one year** from issuance. They are renewable for six months without cause, and for an additional six months, upon showing of good cause by the applicant. The applicant must submit all requests for extensions in writing and provide appropriate support documentation, if needed.*

1-15-18 _____ _____

Date **Signature of Applicant**

STATE OF FLORIDA }
ss
COUNTY OF NASSAU }

VALERIE M. AARON
MY COMMISSION # GG496
EXPIRES: June 08, 2020

Subscribed and sworn to before me this 15 day of January, 2018.

_____ Valerie Aaron 6-8-2020

Notary Public Signature Printed Name My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Steve Skidmore
(print name of property owner(s))

hereby authorize: Johnson Home Builders Inc
(print name of agent)

to represent me/us in processing an application for: Historic District
(type of application)

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

(Signature of owner) **(Signature of owner)**

STEVE SKIDMORE
(Print name of owner) **(Print name of owner)**

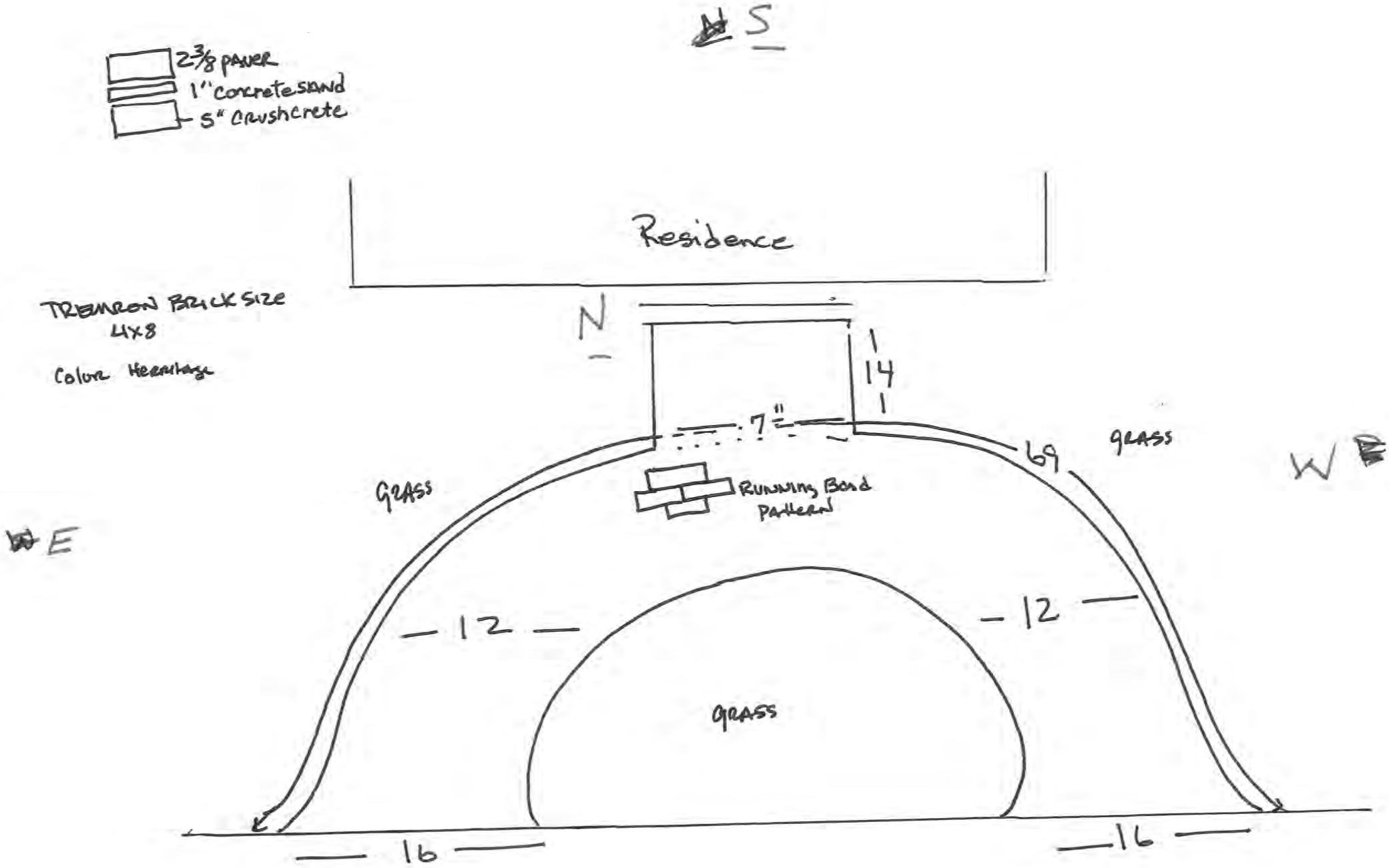
STATE OF FLORIDA
COUNTY OF NASSAU } ss

VALERIE M. AARON
MY COMMISSION # GG496
EXPIRES: June 08, 2020

Subscribed and sworn to before me this 15 day of January, 2018.

Notary Public Signature | Valerie Aaron Printed Name | 6-8-2020 My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____



S

Skidmore Residence

Specifications

Seating Capacity	6	
Dry Weight	845 lbs	383 kg
Water Capacity	375 gal	1419 L

Jets	Pumps : 1-Speed
55 Dual Footblaster	One 6.0 BHP Two 3.0 BHP

CAPTAIN SEAT PERSONAL CONTROL

CUSTOM MASSAGE SEATS | MORE EFFICIENT | REDUCES OPERATION COST

Island Spas Elite models combine the traditional water delivery system and diverter valve with the patented DirectFlow® Technology from Artesian Spas top-of-the-line models, the Platinum Elite Spas.

The innovative DirectFlow® direct plumbing system combined with the Variable Flow Control (VFC) provides the user the ultimate individual control and hydrotherapy experience possible.

Island *Spas* ELITE™

Powered by DirectFlow Technology

CAPTAIN SEAT PERSONAL CONTROL

Antigua ELITE

84 x 84 x 36 in.

213 x 213 x 91 cm

55 Dual Footblaster | Acrylic: White Pearl

STRUCTURE LIFETIME WARRANTY GUARANTEE

DIRECTFLOW® Personal Control

Door 4642 shown with Small Block Dentil Shelf, Side Lites 4662, all shown in Fir

Side Lite 1704 (SG) in Fir with Ovolo Sticking

Side Lite 1705 (SG) in Fir with Ovolo Sticking

Side Lite 4621 (IG) in Fir with Modified Ovolo Sticking

Side Lite 4661-SL1 (IG) in Fir with Modified Ovolo Sticking

Side Lite 4662-SL2 (IG) in Fir with Modified Ovolo Sticking

Side Lite 4701(IG) in Fir with Modified Ovolo Sticking

Side Lite 4702 (IG) in Fir with Modified Ovolo Sticking

Side Lite 4703 (IG) in Fir with Modified Ovolo Sticking

Side Lite 4703C (IG) in Fir with Modified Ovolo Sticking

Side Lite 4704 (IG) in Fir with Modified Ovolo Sticking

Side Lite 4705 (IG) in Fir with Modified Ovolo Sticking

Side Lite 4706 (IG) in Fir with Modified Ovolo Sticking

Side Lite 4798 (Bevel IG) in Fir with Modified Ovolo Sticking

Side Lite 9662-SL (LOW-E) in Fir with Square Sticking

Side Lite 4701 5 GBG (IG) in Pine w/ Mod. Ovolo Sticking

Side Lite 4701 (IG) in Fir with Modified Ovolo Sticking

Side Lite 4702 (IG) in Fir with Modified Ovolo Sticking

Side Lite 4702 3 GBG (IG) in Pine with Modified Ovolo Sticking

Side Lite 4703 (IG) in Fir with Modified Ovolo Sticking

Side Lite 4705 (IG) in Fir with Modified Ovolo Sticking

702

SW 2865
Classical Yellow

HDC 2016-32 Amendment

EXHIBIT 2

Revised Plans & Elevations

CONSTRUCTIC IOTES

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE STATE AND LOCAL CODES.
2. ALL SITE WORK AND LANDSCAPING SHALL BE ESTABLISHED AND DESIGNED BY OTHERS.
3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, TECHNIQUES, SEQUENCES AND PROCEDURES REQUIRED FOR SAFE EXECUTION AND COMPLETION OF WORK AND FOR INITIATION, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK HEREIN.
4. ALL DIMENSIONS SHALL BE VERIFIED PRIOR TO CONSTRUCTION AND DISCREPANCIES SHALL BE REPORTED BY THE CONTRACTOR TO THE ENGINEER PRIOR TO ORDERING MATERIAL AND PROCEEDING WITH THE WORK. ANY OMISSIONS OR INCONSTANCIES ON THESE DRAWINGS OR ANY VARIATION OR AMBIGUITIES BETWEEN THESE DRAWINGS AND ACTUAL SITE AND CONSTRUCTION CONDITIONS AND/OR REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING AND RESOLVED AND DOCUMENTED IN WRITING BEFORE CONTINUING OF WORK IN QUESTION.
5. IN THE EVENT A DISCREPANCY IS FOUND IN THESE CONTRACT DOCUMENTS THE ENGINEER, CONTRACTOR, AND OWNER SHALL BE CONTACTED IMMEDIATELY.
6. ALL WORK AND EQUIPMENT SHALL BE CLEANED TO THE SATISFACTION OF THE OWNER BEFORE TURNING SAME OVER TO OWNERS.
7. THE GENERAL BUILDING PERMIT(S) SHALL BE OBTAINED AND PAID FOR BY THE OWNER OR CONTRACTOR.
8. THERE SHALL BE NO DEVIATION FROM SPECIFICATIONS WITHOUT THE WRITTEN APPROVAL OF THE CONTRACTOR AND ENGINEER.
9. DRYWALL INSTALLATION SHALL BE IN CONFORMANCE WITH THE GYPSUM ASSOCIATIONS RECOMMENDED PRACTICES FOR THICKNESS, NAILING, TAPING AND STUD SPACING.
10. ALL FRAMING TO BE IN ACCORDANCE WITH THE LOCAL BUILDING CODE.
11. ALL LUMBER SHALL BE GRADED AND MARKED PER PLAN NOTES AND DETAILS.
12. UPON COMPLETION OF ALL WORK REMOVE ALL TOOLS, EQUIPMENT, TEMPORARY PROTECTION, AND EXCESS MATERIAL FROM THE SITE. CLEAN/POLISH ALL HARDWARE AND FIXTURES. CLEAN/REMOVE ALL PAINT DRIPS/SPLATTERS AND STAINS. REMOVE ALL APPLIANCE PROTECTIONS AND LEAVE INTERIOR AREA BROOM CLEAN, FREE OF STAINS, FILM AND FOREIGN SUBSTANCES.
13. ALL MATERIAL FINISH AND COLOR SELECTIONS SHALL BE DETERMINED BY CONTRACTOR OR OWNER PRIOR TO INSTALLATION.
14. THE CONTRACTOR SHALL BEAR RESPONSIBILITY FOR, AND SHALL REPAIR ANY DAMAGE TO EXISTING UNDERGROUND UTILITIES, PIPING, CONDUIT OR EQUIVALENT.
15. ALL MATERIAL SHALL BE APPROVED BY CODE AND SHALL BE INSTALLED IN STRICT CONFORMANCE WITH MANUFACTURERS INSTRUCTIONS AND/OR RECOMMENDATIONS.

CONSTRUCTION NOTES:

1. NO FRAMING AT ANY TIME IS TO BE CONCEALED PRIOR TO INSPECTION BY GOVERNING AUTHORITIES.
2. ALL STUD WALLS DIMENSIONS ARE 3-½", 5-½", OR 7-¼" (UON)
3. ALL PLUMBING WALLS SHALL BE FRAMED WITH 2X6 OR 2X8 STUDS (UON)
4. REFER TO FLOOR PLANS FOR LOCATION OF 2X6 WALLS, REFER TO STRUCTURAL DRAWINGS FOR UNUSUAL OR SPECIAL FRAMING CONDITIONS.
5. ALL PATIOS, PORCHES, AND BALCONIES ARE TO BE SLOPED MIN. ¼" PER 1'-0" IN DIRECTION INDICATED OR TO EXTERIOR.
6. ROOFING SHALL BE CLASS-C OR BETTER, INSTALL PER MANUFACTURERS RECOMMENDATIONS.
7. ALL WOOD SILLS IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED AND HAVE A CONTINUOUS SILL SEALER. PROVIDE TERMITE SHIELD AT CONCEALED UNDER FLOOR SPACES.
8. ALL CHIMNEY'S SHALL BE TERMINATED 2'-0" MINIMUM HEIGHT ABOVE A POINT MEASURED 10'-0" HORIZONTALLY FROM THE NEAREST BUILDING OR ROOF.
9. WATER RESISTANCE ½" CERAMIC TILE BACK BOARD SHALL BE INSTALLED IN BOTH TUB AND SHOWER SURROUNDINGS.
10. FLASHING SHALL BE INSTALLED AROUND ALL WINDOWS AND ROOF OPENINGS AND AT THE INTERSECTIONS OF CHIMNEYS, WOOD CONSTRUCTION AND FRAME WALLS TO MAKE WEATHER TIGHT.
11. CAULK ALL EXTERIOR JOINTS, AROUND WINDOWS, AND DOOR FRAMING. CAULK BETWEEN WALL CAVITIES AND WINDOW/DOOR FRAMES, BETWEEN WALL TERMINATION AND FOUNDATION.
12. ALL WALL STUD SHALL BE SPF#2 SPACED PER PLAN, ALL SOLE PLATES SHALL BE PRESSURE TREATED MATERIAL. ALL TOP PLATE SHALL BE HARD PINE MATERIAL PER F.B.C.
13. ALL WOOD IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED MATERIAL.

CONCRETE NOTES:

1. ALL CONCRETE WORK SHALL COMPLY WITH THE FLORIDA BUILDING CODE 2014
2. ALL CONCRETE SLABS SHALL HAVE A MINIMUM DEPTH OF 4" THICK AND 3" COVERAGE OVER ANY REBAR.
3. ALL CONCRETE SLABS SHALL HAVE MINIMUM OF 2500 PSI RATING.
4. ALL CONCRETE SLABS SHALL CONTAIN FIBERMESH REINFORCEMENT OR 6X6 W.W.M. PLACED OVER 6" MIL POLYETHYLENE VAPOR BARRIER ON CLEAN SOIL.
5. SITE WORK SOIL SHALL BE CLEAN TERMITE TREATED SOIL WITH MINIMUM DENSITY COMPACTION OF 95%.
6. CONTRACTOR SHALL VERIFY ALL PIPING, CONDUIT, PLUMBING, OR LINES BELOW SLAB PRIOR TO CONSTRUCTION.
7. VERIFY, LOCATE, AND PROVIDE ALL INTERIOR LOAD BEARING FOOTINGS IN COORDINATION WITH TRUSS ENGINEERING PLAN REQUIREMENTS AND SPECIFICATIONS FOR LOAD BEARING WALLS.
8. STRUCTURE FINISH FLOOR ELEVATION AND PRESSURE TREATED SILL PLATE SHALL BE A MINIMUM OF 8" ABOVE GRADE.
9. ALL CONCRETE SIDEWALKS, BARRIERS, AND PARKING IS NOT SHOWN ON PLANS FOR CLARITY.

ELECTRICAL NOTES:

1. ALL ELECTRICAL WORK SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE 2011.
2. ALL ALL RECEPTACLES IN BADHROOM , GARAGES, OR OUTDOORS SHALL BE PROTECTED BY A GROUND FAULT CIRCUIT INTERRUPTION SYSTEM (GFCI) AND AS NOTED ON THE DRAWINGS.
3. OUTLET BOXES IN WALLS BETWEEN LIVING AREA AND THE GARAGE SHALL BE METAL OR UL APPROVED PLASTIC.
4. RECEPTACLES SHALL BE SPACED ALONG WALLS IN ACCORDANCE WITH CODE SO THAT NO POINT ALONG THE FLOOR LINE IS MORE THAN 6'-0" FROM ANY OUTLET. NO SPACES FURTHER THAN 12'-0" UNLESS OTHERWISE NOTED OR PER ANY SPECIFIC CODES.
5. SWITCH PLATES SHALL BE PLACED AT 42" ABOVE FINISH FLOOR ELEVATION TO CENTER OF SWITCH (TYP.)
6. ALL LIGHTING FIXTURES LOCATED IN CLOSETS OR STORAGE AREAS SHALL BE LOCATED A MINIMUM OF 18" FROM ALL SHELVING.
7. ALL BRANCH CIRCUITS THAT SUPPLY 125-VOLT, SINGLE PHASE 15 AND 20 AMPERE RECEPTACLE OUTLETS INSTALLED IN DWELLING UNIT BEDROOMS SHALL BE PROTECTED BY AN ARC-FAULT CIRCUIT INTERRUPTER.
8. SMOKE DETECTORS SHALL BE PLACED NO MORE THAN 12" FROM CLG. 3'-0 FROM DUCT OPENINGS, AND 10'-0" FROM INSIDE AND OUTSIDE OF DWELLING SLEEPING UNITS.
9. CARBON MONOXIDE DETECTORS SHALL BE PRESENT WITH IN 10'-0" OF THE EXTERIOR SIDE OF ANY SLEEPING COMPARTMENT DOOR IF A RESIDENCE HAS AN ATTACHED GARAGE OR GAS APPLIANCES.
10. PROVIDE A DISCONNECT SWITCH FOR A/C AIR HANDLER OR COMPRESSOR AS REQUIRED BY F.B.C.

ROOF NOTES:

1. ALL ROOFING MATERIAL SHALL MEET CHAPTER 15 OF THE 2014 FLORIDA BUILDING CODE AND THE 2014 FLORIDA RESIDENTIAL CODE, CHAPTER 9.
2. ALL ROOF VENTS SHALL & PLUMBING STACKS SHALL EXIT AT THE REAR OF ROOF.
3. ALL BATH VENTS SHALL TERMINATE TO OUTSIDE AIR w/ GRILL OR SCREEN, THROUGH EAVE.
4. ALL ROOF SHEATHING SHALL BE ATTACHED WITH 8d RING SHANK NAILS 6" O.C. EDGE & 6" O.C. FIELD.
5. VENTILATION FOR GABLE AND HIPPED ROOFS PER F.B.C. SECTION R806: VENTILATION SHALL BE PROVIDED TO FURNISH CROSS VENTILATION OF EACH INDIVIDUAL ATTIC SPACE WITH WEATHER PROTECTED VENTS. ALL VENTS SHALL BE SCREENED TO PROTECT THE INTERIOR FROM INTRUSION OF BIRDS.
6. THE RATION TOTAL NET FREE VENTILATING AREA TO THE ARE OF THE CEILING SHALL NOT BE LESS THAN 1/150. THAT RATIO MAY BE REDUCED TO $\frac{1}{300}$ PROVIDED: 1) A VAPOR BARRIER RETARDANT HAVING A PERFORMANCE NOT EXCEEDING 1 PERM INSTALLED ON THE WARM SIDE OF THE CEILING, OR 2) AT LEAST 50 PERCENT OF THE REQUIRED VENTILATING ARE IO PROVIDED BY VENTILATORS LOCATED IN THE UPPER PORTION OF THE SPACE TO BE VENTILATED, (AT LEAST 3 FT (914mm) ABOVE EAVE OR CORNICE VENT) WITH THE BALANCE OF THE REQUIRED VENTILATION PROVIDED BY EAVE OR CORNICE VENTS. INDICATE LOCATION OR VENT AREA AND REQUIRED.
7. FLASHING SHALL BE INSTALLED IN SUCH A MANNER SO AS TO PREVENT MOISTURE ENTERING THE WALL AND ROOF THROUGH JOINTS AND COPINGS, THROUGH MOISTURE PERMEABLE MATERIAL, AND THE INTERSECTIONS WITH PARAPET WALLS AND OTHER PENETRATIONS THROUGH THE ROOF PLANE PER F.B.C. SECTION R903.2
8. FLASHING SHALL BE INSTALLED AT WALL AND ROOF INTERSECTION: WHEREVER THERE IS A CHANCE ROOF SLOPE AND DIRECTION,AND AROUND ROOF OPENINGS. WHERE FLASHING IS OF METAL THE METAL SHALL BE CORROSION RESISTANT WITH A THICKNESS NOT LESS THAN PROVIDED IN TABLE 903.1 PER F.B.C. SECTION R903.2.1.
9. ALL MEMBRANE FLASHING SHALL BE INSTALLED ACCORDING TO THE ROOF ASSEMBLY MANUFACTURE PUBLISHED LITERATURE PER F.B.C. SECTION R903.2.2.

PROJECT OVERVIEW

PROJECT OWNER

SKIDMORE RESIDENCE

PROJECT CONTRACTOR / BUILDER

JOHNSON HOME BUILDERS INC.

PROJECT DESIGN PROFESSIONAL

MICHAEL G. HOLDER INC.(P.E.)

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

VICINITY MAP

E:\DOWNS DRAFTING & DESIGN\PROJECTS 2016\STEVE JOHNSON\STEVE SKIDMORE\MAP.PNG

SITE PLAN

N

CODE SUMMAR

* FLORIDA BUILDING CODE - 2014
* FLORIDA RESIDENTIAL BUILDING CODE - 2014
* FLORIDA MECHANICAL CODE - 2014
* FLORIDA PLUMBING CODE - 2014
* FLORIDA BUILDING CODE ENERGY CONSERVATION - 2014
* NATIONAL ELECTRICAL CODE - 2011 (NFPA 70)

DESIGN CRITERIA

* BASIC WIND SPEED (3 SECOND GUST) -	130
* WIND EXPOSURE CATEGORY -	C
* BUILDING CATEGORY -	II
* WIND IMPORTANCE FACTOR -	1.0
* INTERNAL PRESSURE COEFFICIENT -	+/- .18
* LEVEL OF ALTERATION (IF APPLICABLE) -	

COMPONENT & CLADDING (P.S.F.) - END ZONE: 3

SIZE (S.F.)	END ZONE (5)		INTERIOR ZONE (4)	
	POS. +	NEG. -	POS. +	NEG. -
0-20	30.4	40.7	30.4	33
20-50	29	38	29	31.6
50-100	27.2	34.3	27.2	29.8
>100	25.9	31.6	25.9	28.4

NOTE:
THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH AND MEETS ALL REQUIREMENTS OF SECTION 1609 OF THE 2014 FLORIDA BUILDING CODE

PROJECT INFO

* CONDITIONED SPACED -	3,028 sq.ft.
* UNCONDITIONED SPACE -	529 sq.ft.
* UNENCLOSED SPACE -	860 sq.ft.
* LOT SIZE (ACRE) -	
* TYPE OF CONSTRUCTION -	VB
* OCCUPANCY CATEGORY -	R3
* SPRINKLED	NO
* MAX HEIGHT OF STRUCTURE -	35'-0"
* NUMBER OF STORIES -	2

PLAN INDEX

COVER SHEET / PROJECT INFORMATION	C1.0
FRONT & REAR ELEVATIONS	B2.0
RIGHT & LEFT ELEVATIONS	B2.1
FOUNDATION PLAN	B3.0
1st LEVEL FRAMING PLAN	B4.0
2nd LEVEL FRAMING PLAN	B4.1
1st LEVEL ELECTRIC PLAN	B5.0
2nd LEVEL ELECTRICAL PLAN	B5.1
ROOF PLAN	B6.0
STRUCTURAL DETAILS	D7.0
FLASHING DETAILS	D7.1
QUICK TIE DETAILS	D7.2

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C1.0

SHEET #	(1)OF (12)
PROJECT NAME:	SKIDMORE DADE ST.
PROJECT #:	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	01.31.18

DOWNS DRAFTING & DESIGN LLC
1020 Little Brook Ct.
Jacksonville, FL 32218
(904)536-0857
downsdraftingndesign@gmail.com

DOWNS DRAFTING AND DESIGN LLC IS A DRAFTING SERVICE AND HOLDS NO RESPONSIBILITY IN THE ENGINEERING AND CONSTRUCTION OF ANY PORTION OF BUILDINGS CONSTRUCTED WITH THESE PLANS. IT IS THE RESPONSIBILITY OF THE HOMEOWNER OR CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONSTRUCTABILITY PRIOR TO PROCEEDING WITH CONSTRUCTION. HOMEOWNER OR CONTRACTOR SHALL VERIFY ALL CONSTRUCTION IS PERMITTED AND CODE COMPLIANT WITH ALL LOCAL BUILDING CODES AND OFFICIAL PROCESSES.

OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE,FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

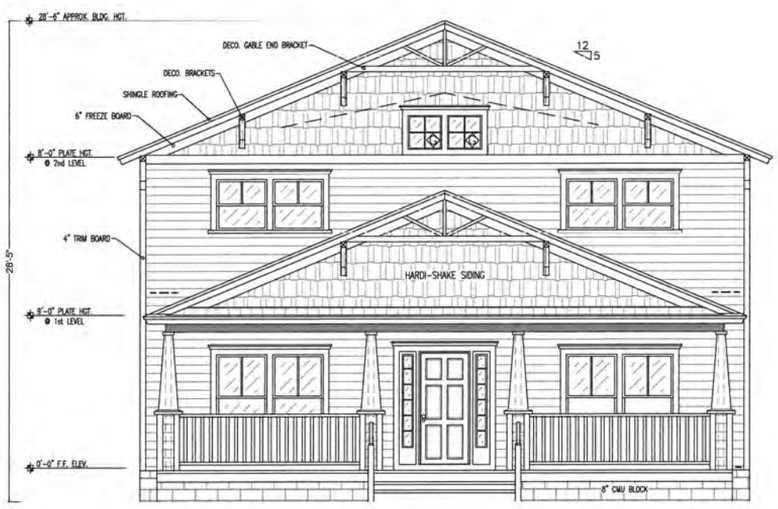
ENGINEER OF RECORD

LEFT ELEVATION

SCALE: ¼"=1'

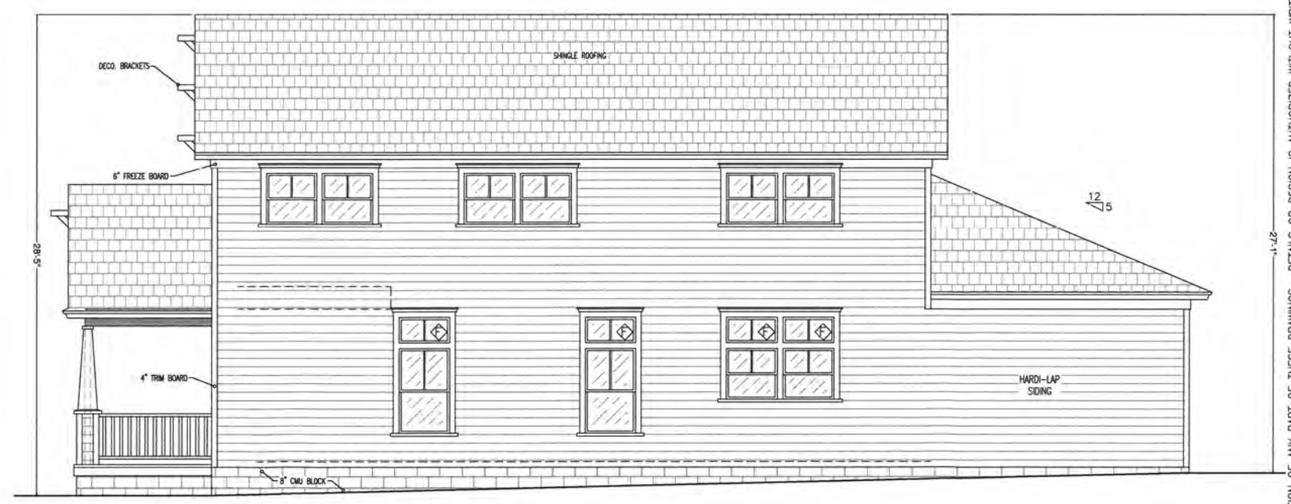
REAR ELEVATION

SCALE: ¼"=1'



FRONT ELEVATION

SCALE: ¼"=1'



RIGHT ELEVATION

SCALE: ¼"=1'

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B2.0

SHEET #:	(2) OF (12)
PROJECT NAME:	SKIDMORE DADE ST.
PROJECT #:	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	01.31.16

DOWNS
DRAFTING & DESIGN LLC
1020 Little Brook Ct.
Jacksonville, FL 32218
(904)536-0857
downsdraftinganddesign@gmail.com

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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE,FL 32216
PHONE: (904)721-7676
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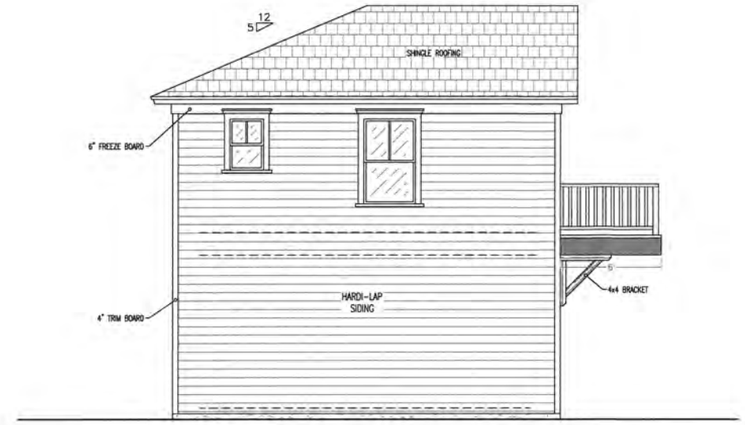
ENGINEER OF RECORD

LEFT ELEVATION

SCALE: ¼"=1'



REAR ELEVATION

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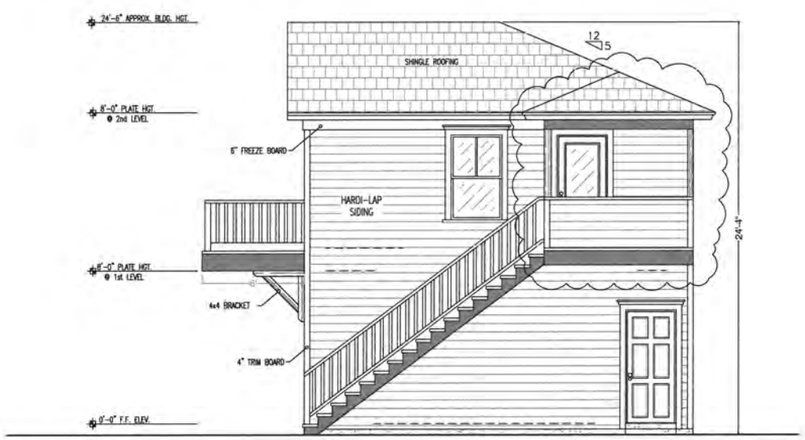

FRONT ELEVATION

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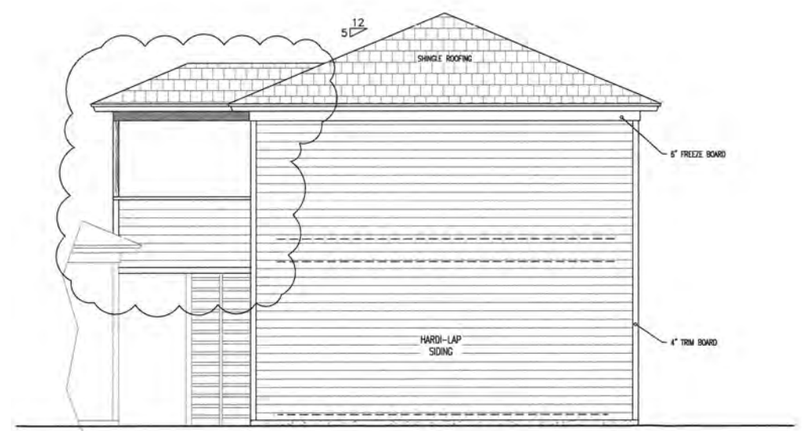

RIGHT ELEVATION

SCALE: ¼"=1'

= AMENDED ITEM
(01.31.18)

B2.1

SHEET #	(3) OF (12)
PROJECT NAME: SKIDMORE DADE ST.	
PROJECT #	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	01.31.18

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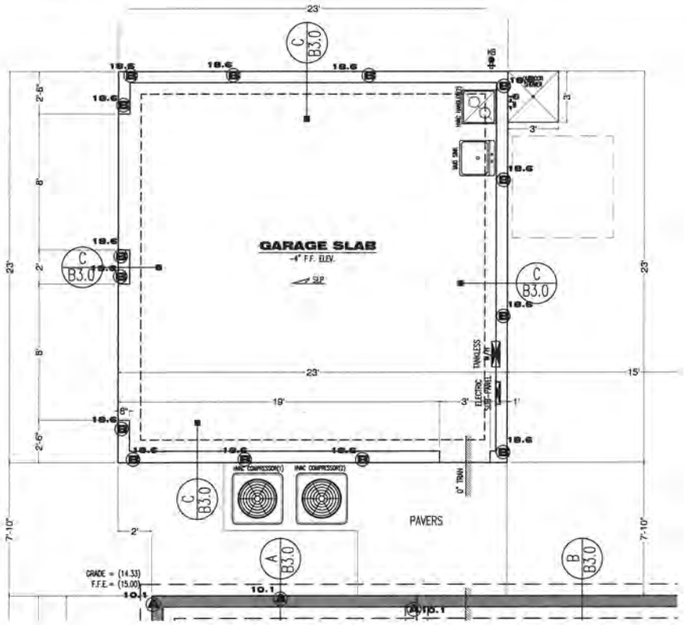
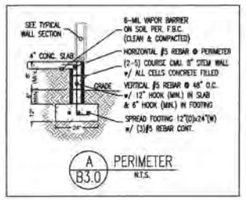
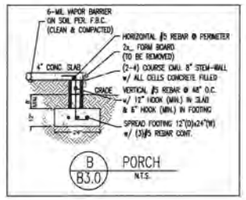


GARAGE PLAN

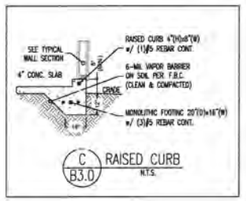
SCALE: ¼"=1'



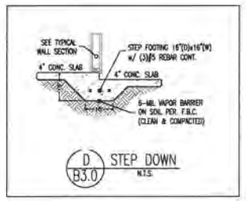
A B3.0 PERIMETER N.T.S.



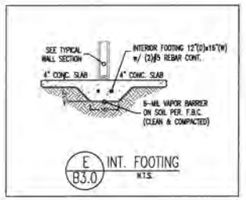
B B3.0 PORCH N.T.S.



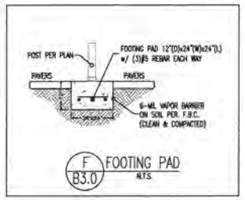
C B3.0 RAISED CURB N.T.S.



D B3.0 STEP DOWN N.T.S.



E B3.0 INT. FOOTING N.T.S.



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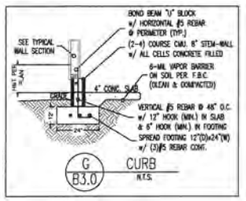
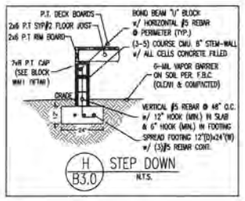
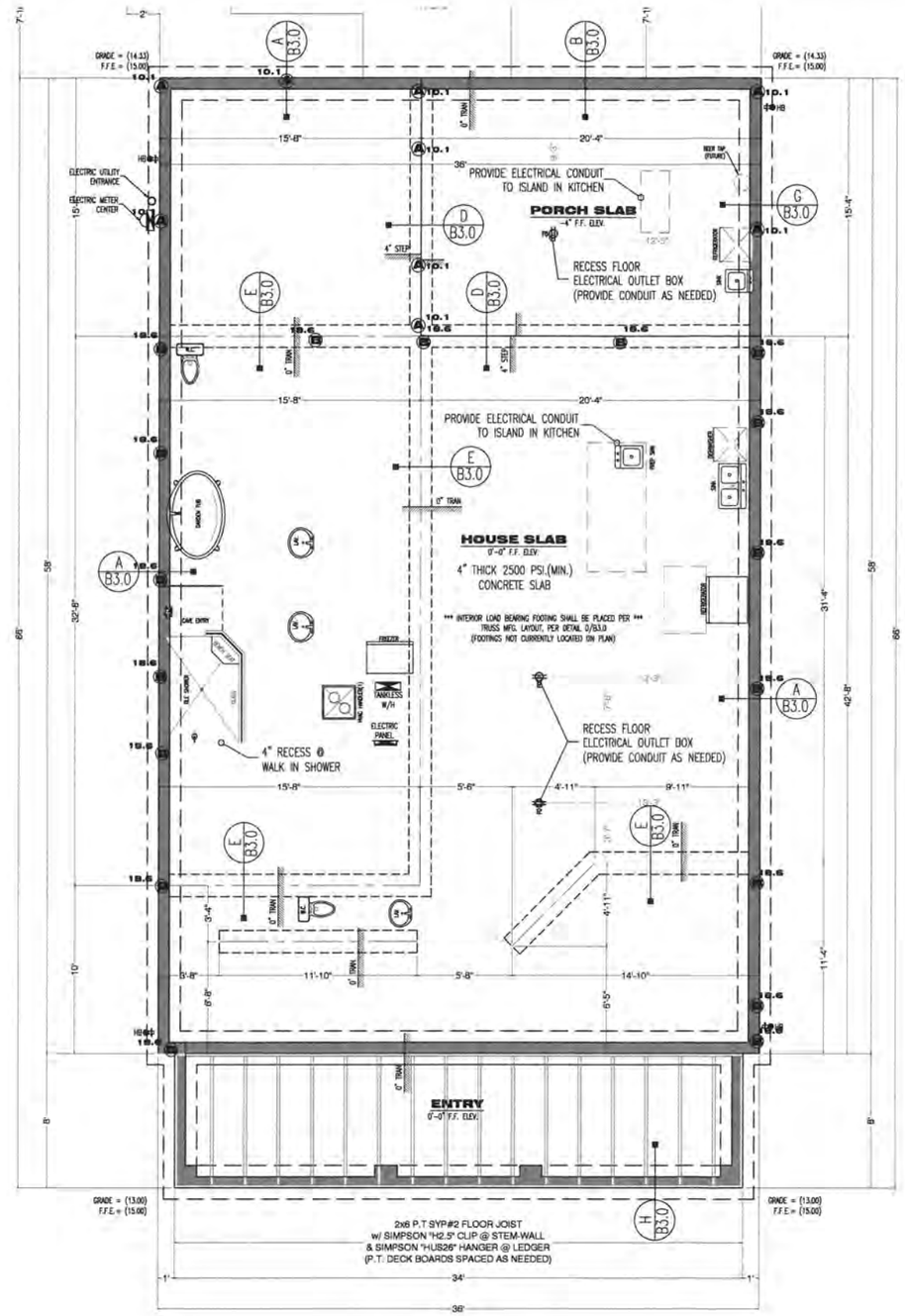


G B3.0 CURB N.T.S.



H B3.0 STEP DOWN N.T.S.



FOUNDATION PLAN

SCALE: ¼"=1'

B3.0

SHEET #:	(4) OF (12)
PROJECT NAME:	SKIDMORE DADE ST.
PROJECT #:	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

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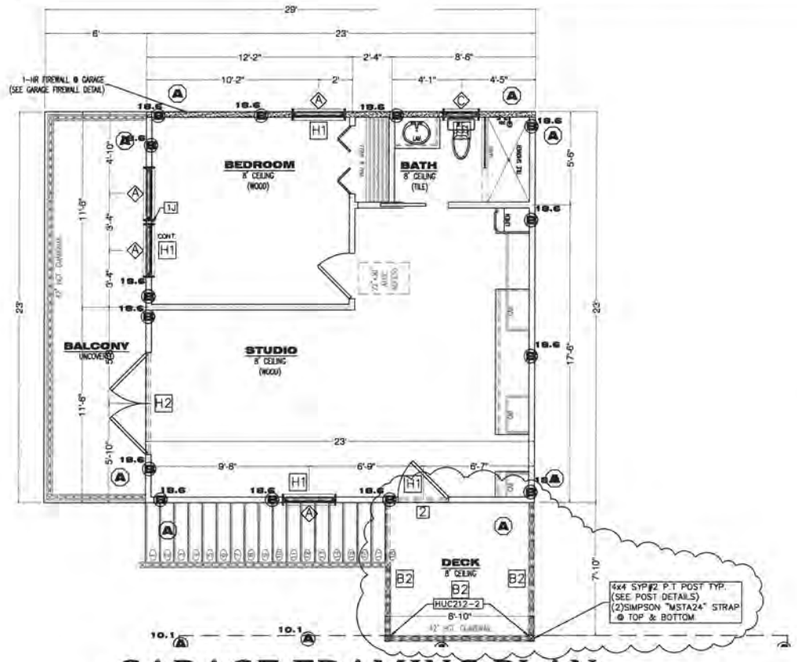


GARAGE FRAMING PLAN

SCALE: = 1/4" = 1'

= AMENDED ITEM (01.31.2018)

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st Fl. LIVING	CONDITIONED	1,777 sq.ft.
2nd FL. LIVING	CONDITIONED	722 sq.ft.
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
BREEZEWAY	UNENCLOSED	69 sq.ft.
GARAGE 1st FL.	UNCONDITIONED	529 sq.ft.
GARAGE 2nd FL.	CONDITIONED	529 sq.ft.
DECK	UNENCLOSED	69 sq.ft.
BALCONY	UNENCLOSED	138 sq.ft.
TOTAL A/C		3,028 sq.ft.
TOTAL U/R		4,210 sq.ft.
TOTAL SQ.FT.		4,417 sq.ft.

WINDOW SCHEDULE			
SYMBOL	SIZE	DIMENSION	DISCRIPTION
1	3050	36"x60"	SINGLE HUNG
2	3030	36"x36"	SINGLE HUNG
3	2030	24"x36"	SINGLE HUNG
4	6040	72"x48"	SINGLE HUNG
5	2650	30"x60"	SINGLE HUNG
6	3016	36"x16"	FIXED GLASS (TRANSUM)
7	2020	24"x24"	SINGLE HUNG

DOOR SCHEDULE			
SYMBOL	SIZE	DIMENSION	DISCRIPTION
1	3068	36"x80"	SOLID CORE UNIT w/(2) 12" S.L.
2	3068	36"x80"	SOLID CORE EXTERIOR UNIT
3	3068	36"x80"	SOLID CORE INTERIOR UNIT
4	2868	32"x80"	SOLID CORE INTERIOR UNIT
5	2668	30"x80"	SOLID CORE INTERIOR UNIT
6	2468	28"x80"	SOLID CORE INTERIOR UNIT
7	2068	24"x80"	SOLID CORE INTERIOR UNIT
8	3068	36"x80"	SOLID CORE INTERIOR UNIT (POCKET)
9	2868	32"x80"	SOLID CORE INTERIOR UNIT (POCKET)
10	2668	30"x80"	SOLID CORE INTERIOR UNIT (POCKET)
11	2468	28"x80"	SOLID CORE INTERIOR UNIT (POCKET)
12	2068	24"x80"	SOLID CORE INTERIOR UNIT (POCKET)
13	(2)2068	48"x80"	SOLID CORE INTERIOR UNIT (BI-FOLD)
14	(2)3068	36"x80"	SOLID CORE EXTERIOR UNIT
15	10080	120"x96"	SLIDING GLASS DOOR

* PROVIDE AUTOMATIC DOOR CLOSURE ON ANY DOORS LEADING FROM UNCONDITIONED GARAGE SPACE INTO CONDITIONED LIVING SPACE. (MIN. 20 MINUTE FIRE RATED DOOR)

HEADER SCHEDULE		
SYMBOL	BEAM SIZE	DISCRIPTION
H1	(3) 2x6	SOUTHERN YELLOW PINE #2
H2	(3) 2x8	SOUTHERN YELLOW PINE #2
H3	(3) 2x10	SOUTHERN YELLOW PINE #2
H4	(3) 2x12	SOUTHERN YELLOW PINE #2
H5	(2) 2x6	SOUTHERN YELLOW PINE #2
L1	8"x8" CONC.	CONCRETE PRE-FAB LINTEL w/(2) #5 REBAR

* STRAP EACH END OF BEAM WITH SIMPSON "MSTA24" STRAP OR EQUIVALENT @ EACH JACK STUD (SEE HEADER DETAIL)
* SEE CMU. BLOCK WALL DETAILS AND NOTES FOR CONCRETE WALL CONSTRUCTION (SEE LINTEL DETAIL)

BEAM SCHEDULE		
SYMBOL	BEAM SIZE	DISCRIPTION
B1	(3) 2x12	SOUTHERN YELLOW PINE #2
B2	(2) 2x10	SOUTHERN YELLOW PINE #2
B3	(2) 2x8	LVL OR PARRALAM BEAM
B4	(2) 1¾"x15⅞"	LVL OR PARRALAM BEAM

* STRAP EACH END OF BEAM WITH SIMPSON "MSTA24" STRAP OR EQUIVALENT @ EACH JACK STUD
* (2) SYMBOL REPRESENTS THE NUMBER OF JACK STUDS NEEDED @ EACH BEAM (SEE HEADER DETAIL)

SHEARWALL SCHEDULE			
SYMBOL	TYPE	SHEATHING	NAILING
A	2x4 SPF.	7/16" OSB (MIN) -BLOCKED-	4"O.C. EDGE & 8"O.C. FIELD
B	2x6 SPF.	7/16" OSB (MIN) -BLOCKED-	4"O.C. EDGE & 8"O.C. FIELD
C	2x8 SPF.	7/16" OSB (MIN) -BLOCKED-	4"O.C. EDGE & 8"O.C. FIELD

NOTE: ALL EXTERIOR WALLS ARE LOAD BEARING SHEAR WALLS

THE SHEAR WALLS TABLE WAS ESTABLISHED ASSUMING THE FOLLOWING CRITERIA UNLESS OTHERWISE NOTED IN THE TABLE.

* WOOD SHEATHING TO STUDS NAILING SHALL BE 8d COMMON NAILS.
* GYPSUM BOARD TO STUDS NAILING SHALL BE 5d AND 6d COLLAR NAILS FOR 1/2" AND 5/8" THICK BOARD RESPECTIVELY.
* SOLE PLATE-CONCRETE SLAB ANCHORS LOCATED @ 6" (MIN.) EA. SIDE OF PLATE BREAK. ANCHOR SHALL BE ½" x 8" EPOXY GROUTED BOLTS.
* INSTALL ALL-THREAD ROD SYSTEM PER DETAIL.

WALL FRAMING LEGEND		
SYMBOL	WALL SIZE	DISCRIPTION
	8" CMU.	8x16 CMU. BLOCK WALL
	2x8	SPRUCE PINE FIR #2 (EXTERIOR)
	2x6	SPRUCE PINE FIR #2 (EXTERIOR)
	2x4	SPRUCE PINE FIR #2 (EXTERIOR)
	2x4	SPRUCE PINE FIR #2 (INTERIOR)

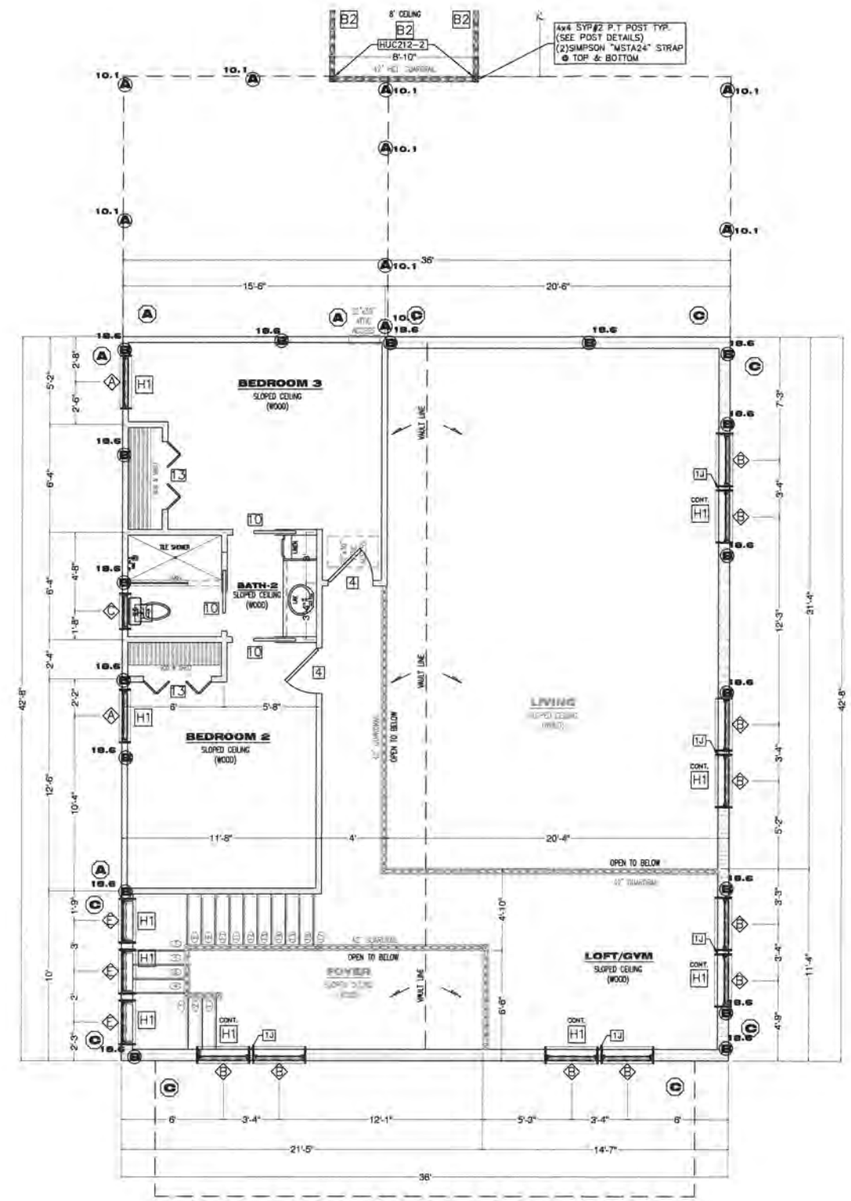
* SEE WALL FRAMING DETAIL AND STUD TABLE
* INTERIOR NON-LOAD BEARING WALL STUDS SHALL BE SPACED @ 24" O.C.

QUICK TIE CABLE LEGEND		
TYPE	CABLE	LOAD
A	⅛" DIA.	0#-910#
B	3/16" DIA.	910#-1909#
G	¼" DIA.	1909#-2839#
O	3/16" DIA.	2839#-4455#

○ = (1) STORY ⊔ = (2) STORY △ = (3) STORY

(9.0) = CABLE LENGTH (FROM SLAB TO TOP PLATE)

* ALL EXTERIOR WALLS ARE LOAD BEARING WALLS
* CABLE SHALL BE LOCATED PER FRAMING PLAN
* MAX. SPACING SHALL NEVER EXCEED 16'-0" O.C.
* QT CABLES & ANCHORS SHALL BE PLACED IN ALL LOAD BEARING WALLS
* SEE QT DETAILS FOR ALL INSTALLATION REQUIREMENTS



2nd LEVEL FRAMING PLAN

SCALE: = 1/4" = 1'

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SHEET #	(8) OF (12)
PROJECT NAME	SKIDMORE DADE ST.
PROJECT #	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE	¼"=1'-0"
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OWNER/BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

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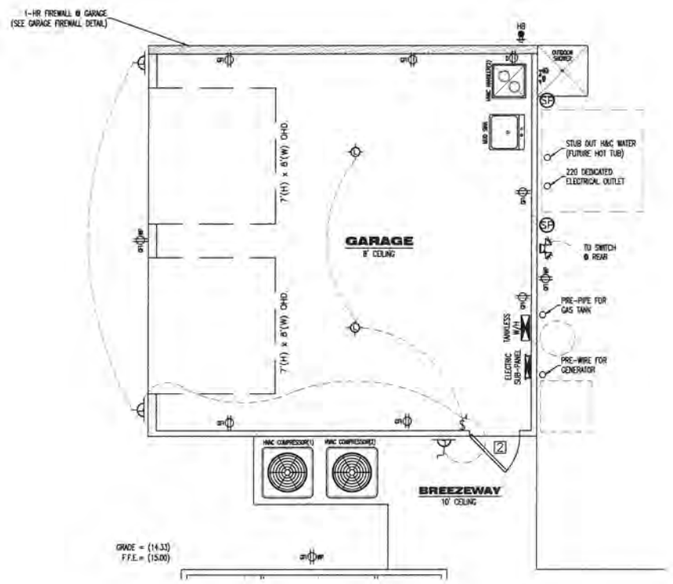

GARAGE ELECTRICAL PLAN

SCALE: ¼"=1'

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL LIVING	CONDITIONED	1,777 sq.ft.
2nd FL LIVING	CONDITIONED	722 sq.ft.
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
BREEZEWAY	UNENCLOSED	69 sq.ft.
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	2650	30"x60"	SINGLE HUNG
	3016	36"x18"	FIXED GLASS (TRANSUM)
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DOOR SCHEDULE			
SYMBOL	SIZE	DIMENSION	DISCRIPTION
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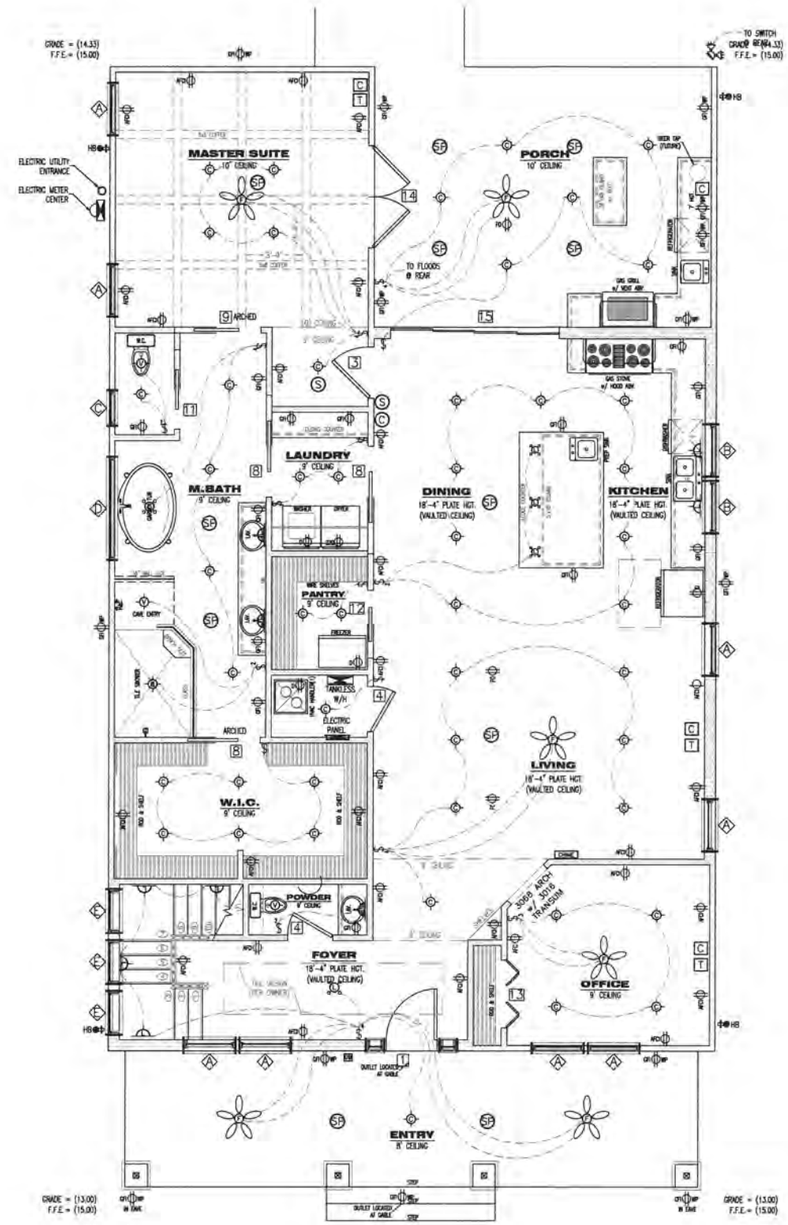
* PROVIDE AUTOMATIC DOOR CLOSURE ON ANY DOORS LEADING FROM UNCONDITIONED GARAGE SPACE, INTO CONDITIONED LIVING SPACE. (MIN. 20 MINUTE FIRE RATED DOOR)

ELECTRICAL LEGEND			
SYMBOL	DISCRIPTION	SYMBOL	DISCRIPTION
WP	110 – ARC FAULT INTERRUPTER OUTLET	FL	SURFACE MOUNT FLUORESCENT LIGHT
GFI	110 – GROUND FAULT INTERRUPTER OUTLET		EXTERNAL FLOOD LIGHT
GFI WP	110 – WATER PROOF GFI OUTLET		HEAT LIGHTING
FO	110 – FLOOR OUTLET (RECESSED)	S	SMOKE DETECTOR (CEILING MOUNT)
D	110 – DEDICATED OUTLET	C	CARBON MONOXIDE DETECTOR (CEILING MOUNT)
$	SINGLE POLE SWITCH	C	CABLE OUTLET
$3	MULTIPLE POLE SWITCH	T	TELEPHONE OUTLET
$	3-WAY SWITCH	S	SECURITY PANEL
	CEILING HUNG LIGHT	CHIME	DOOR BELL CHIME
	CAN LIGHT (RECESSED)	B	DOOR BELL
	RECESSED CEILING FAN (VENT OUTSIDE)		CEILING HUNG FAN W/ LIGHT (REMOTE)
	WALL MOUNTED LIGHT		
	SUSPENDED LIGHT MIXTURE		

ELECTRICAL NOTES:

1. ALL ELECTRICAL WORK SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE 2011.
2. ALL EXTERIOR CONDUIT LINES SHALL BE LOCATED PER OWNER FOR SECONDARY STRUCTURES.
3. ALL SECURITY CAMERAS, MONITORS, AND WIRES SHALL BE LOCATED PER OWNER.
4. ALL INTERNET / TELEVISION CABLE WIRING TYPES AND LOCATIONS SHALL BE SPECIFIED BY OWNER.
5. CABLE/TELEPHONE OUTLETS SHALL BE PLACED @ 60" HGT, PER OWNER.
6. 100% OF ALL LIGHT FIXTURES SHALL BE "HIGH EFFICIENCY" LIGHT FIXTURES.



1st LEVEL ELECTRICAL PLAN

SCALE: ¼"=1'

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B5.0

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PROJECT #:	16.10.03
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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
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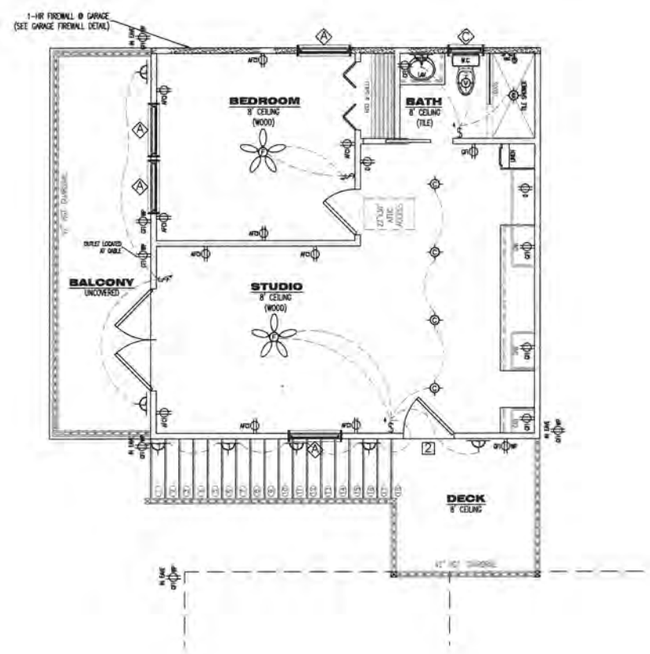
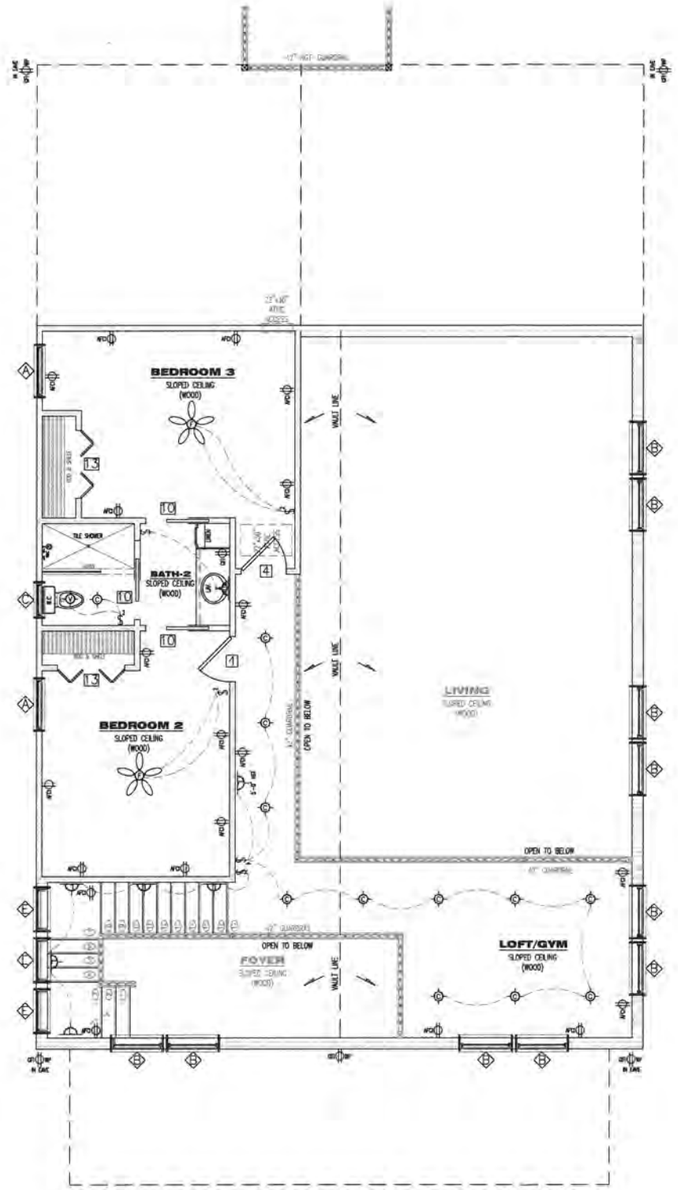
FAX: (904)721-7685

ENGINEER OF RECORD





2nd LEVEL ELECTRICAL PLAN

SCALE: ¼" = 1'

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL. LIVING	CONDITIONED	1,777 sq.ft.
2nd FL. LIVING	CONDITIONED	722 sq.ft.
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
BREEZEWAY	UNENCLOSED	69 sq.ft.
GARAGE 1st FL.	UNCONDITIONED	529 sq.ft.
GARAGE 2nd FL.	CONDITIONED	529 sq.ft.
DECK	UNENCLOSED	69 sq.ft.
BALCONY	UNENCLOSED	138 sq.ft.
TOTAL A/C		3,028 sq.ft.
TOTAL U/R		4,210 sq.ft.
TOTAL SQ.FT.		4,417 sq.ft.

WINDOW SCHEDULE			
SYMBOL	SIZE	DIMENSION	DISCRIPTION
A	3050	36"x60"	SINGLE HUNG
B	3030	36"x36"	SINGLE HUNG
C	2030	24"x36"	SINGLE HUNG
D	6040	72"x48"	SINGLE HUNG
E	2650	30"x60"	SINGLE HUNG
F	3016	36"x18"	FIXED GLASS (TRANSUM)
G	2020	24"x24"	SINGLE HUNG

DOOR SCHEDULE			
SYMBOL	SIZE	DIMENSION	DISCRIPTION
1	3068	36"x80"	SOLID CORE UNIT w/(2) 12" S.L.
2	3068	36"x80"	SOLID CORE EXTERIOR UNIT
3	3068	36"x80"	SOLID CORE INTERIOR UNIT
4	2868	32"x80"	SOLID CORE INTERIOR UNIT
5	2668	30"x80"	SOLID CORE INTERIOR UNIT
6	2468	28"x80"	SOLID CORE INTERIOR UNIT
7	2068	24"x80"	SOLID CORE INTERIOR UNIT
8	3068	36"x80"	SOLID CORE INTERIOR UNIT (POCKET)
9	2868	32"x80"	SOLID CORE INTERIOR UNIT (POCKET)
10	2668	30"x80"	SOLID CORE INTERIOR UNIT (POCKET)
11	2468	28"x80"	SOLID CORE INTERIOR UNIT (POCKET)
12	2068	24"x80"	SOLID CORE INTERIOR UNIT (POCKET)
13	(2)2068	48"x80"	SOLID CORE INTERIOR UNIT (BI-FOLD)
14	(2)3068	36"x80"	SOLID CORE EXTERIOR UNIT
15	10000	120"x96"	SLIDING GLASS DOOR

* PROVIDE AUTOMATIC DOOR CLOSURE ON ANY DOORS LEADING FROM UNCONDITIONED GARAGE SPACE, INTO CONDITIONED LIVING SPACE (MIN. 20 MINUTE FIRE RATED DOOR)

ELECTRICAL LEGEND			
SYMBOL	DISCRIPTION	SYMBOL	DISCRIPTION
AFCI	110 – ARC FAULT INTERRUPTER OUTLET	FL	SURFACE MOUNT FLUORESCENT LIGHT
GFI	110 – GROUND FAULT INTERRUPTER OUTLET		EXTERNAL FLOOD LIGHT
GFI WP	110 – WATER PROOF GFI OUTLET		HEAT LIGHTING
FG	110 – FLOOR OUTLET (RECESSED)	S	SMOKE DETECTOR (CEILING MOUNT)
D	110 – DEDICATED OUTLET	C	CARBON MONOXIDE DETECTOR (CEILING MOUNT)
$	SINGLE POLE SWITCH	C	CABLE OUTLET
$	MULTIPLE POLE SWITCH	T	TELEPHONE OUTLET
$	3-WAY SWITCH	S	SECURITY PANEL
	CEILING HUNG LIGHT	CHIME	DOOR BELL CHIME
	CAN LIGHT (RECESSED)	B	DOOR BELL
	RECESSED CEILING FAN (VENT OUTSIDE)		CEILING HUNG FAN W/ LIGHT (REMOTE)
	WALL MOUNTED LIGHT		
	SUSPENDED LIGHT MIXTURE		

ELECTRICAL NOTES:

1. ALL ELECTRICAL WORK SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE 2011.
2. ALL EXTERIOR CONDUIT LINES SHALL BE LOCATED PER OWNER FOR SECONDARY STRUCTURES.
3. ALL SECURITY CAMERAS, MONITORS, AND WIRES SHALL BE LOCATED PER OWNER
4. ALL INTERNET / TELEVISION CABLE WIRING TYPES AND LOCATIONS SHALL BE SPECIFIED BY OWNER.
5. CABLE/TELEPHONE OUTLETS SHALL BE PLACED @ 60" HGT. PER OWNER.
6. 100% OF ALL LIGHT FIXTURES SHALL BE "HIGH EFFICIENCY" LIGHT FIXTURES.

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B5.1

SHEET # (6) OF (12)

PROJECT NAME: SKIDMORE DADE ST.
PROJECT #: 16.10.03
DRAWN BY: WMD
CHECKED BY: MGH
SCALE: ¼"=1'-0"
DATE: 01.31.18

DOWNS DRAFTING & DESIGN LLC
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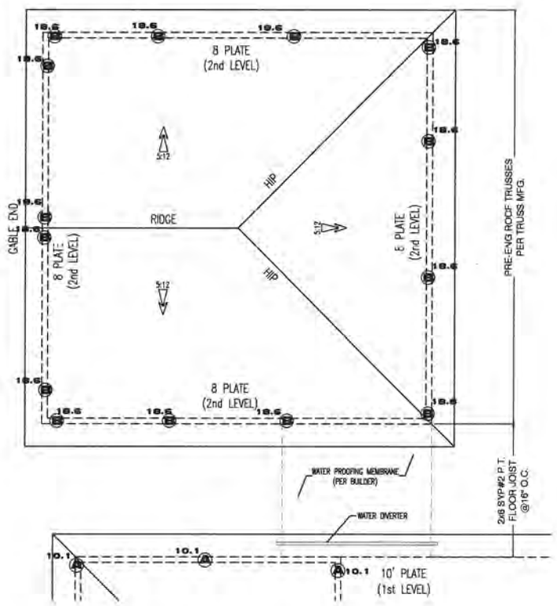
ENGINEER OF RECORD



GARAGE PLAN

SCALE: ¼"=1'

ROOF NOTES:

ROOF PITCH: 5:12

ROOF TYPE: PRE-ENG TRUSSES

ROOF MATERIAL: ARCHITECTURAL SHINGLES

ROOF MEMBRANE: 15# FELT-PAPER (OR EQUIV.)

SHEATHING MATERIAL: 7/16" A.P.A. RATED OSB SHEATHING (MIN.)

NAIL PATTERN: 8d RING-SHANK NAILS SPACED
6" O.C. @ EDGE & 6" O.C. @ FIELD

ROOF PLATE: 9'-0" @ 1ST LEVEL
(SEE ELEV.) 8'-0" @ 2ND LEVEL
10'-0" @ REAR

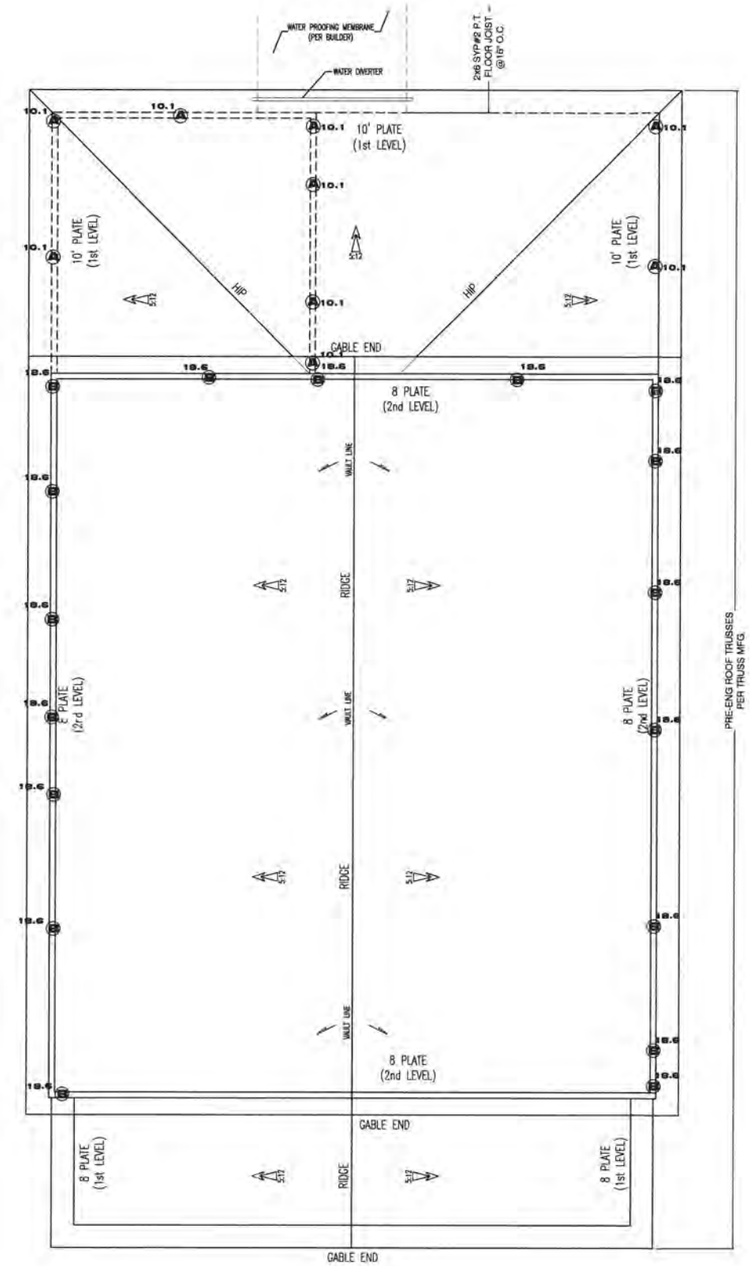
ROOF EAVE: 16" (TYP.)
12" @ GABLE

SOFFIT MATERIAL: HARDI SOFFIT (VENTED)
HARDI FASCIA w/
METAL DRIP EDGE

ROOF VENTILATION CALCULATION:
ROOF SQ.FT. = 2890 / 300 = 9.63 SQ.FT. (TOTAL VENTILATION) / 2
= 4.81 SQ.FT. (SOFFIT) & 4.81 SQ.FT. (UPPER ROOF)

- EACH ROOF VENT WILL VENTILATE (2) SQ.FT. = (3) TOTAL VENTS -

* ALL ROOF VENTS SHALL COMPLY WITH F.B.C. (SEC.R806)
* ALL ROOF FLASHING SHALL COMPLY WITH F.B.C (SEC. R903.2)
* ALL ROOF VENTS SHALL EXIT @ REAR OF ROOF



ROOF PLAN

SCALE: ¼"=1'

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B7.0

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PROJECT #:	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
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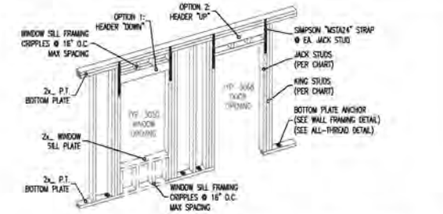


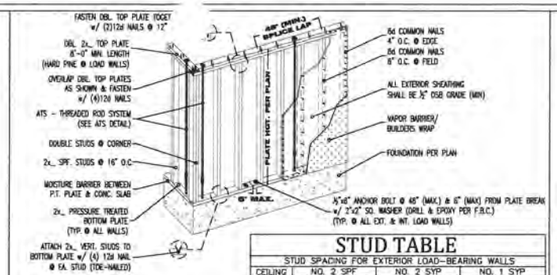
HEADER NOTES:
1. ALL HEADERS SHALL BE SYP#2 GRADE OR EQUIVALENT.
2. SEE MULTIPLE PLY MEMBER DETAIL FOR NAILING SPECIFICATIONS.
3. SEE WALL FRAMING DETAIL FOR BOTTOM PLATE ANCHOR.
4. SEE ALL THREAD DETAIL FOR OPTIONAL BOTTOM PLATE ANCHOR.
5. HEADER HEIGHT SHALL BE DETERMINED BY DOOR SPECIFICATIONS.

HEADER SPAN CHART

HDR. SIZE	SPAN	# OF JACKS	# OF KINGS
(2)2X6	3'-0"	1	2
(2)2X8	6'-0"	2	2
(2)2X10	9'-0"	2	2
(2)2X12	12'-0"	3	2

HEADER DETAIL

N.T.S.



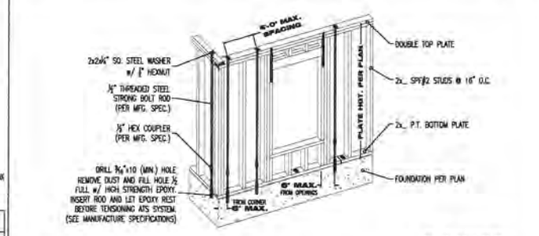
FRAMING NOTES:
1. ALL BOTTOM PLATES SHALL PRESSURE TREATED MATERIAL.
2. ALL WALL STUDS SHALL SPRUCE PINE FIR #2 MATERIAL.
3. LOAD BEARING DOUBLE TOP PLATE SHALL BE HARD PINE MATERIAL.
4. ALL INTERIOR NON-LOAD BEARING WALL SHALL BE FASTENED TO CONC. SLAB w/ 0.145"x3½" SHOT PIN OR EQUIVALENT.

STUD TABLE

STUD SPACING FOR EXTERIOR LOAD-BEARING WALLS								
CEILING HEIGHT	NO. 2 SPF			NO. 2 SYP			NO. 1 SYP	
	2x4	2x6		2x4	2x6		2x4	2x6
9 FT.	16" O.C.	24" O.C.	16" O.C.	24" O.C.	16" O.C.	24" O.C.	16" O.C.	24" O.C.
10 FT.	12" O.C.	24" O.C.	16" O.C.	24" O.C.	16" O.C.	24" O.C.	16" O.C.	24" O.C.
11 FT.	N/A	16" O.C.	N/A	16" O.C.	N/A	16" O.C.	N/A	16" O.C.
12 FT.	N/A	16" O.C.	N/A	16" O.C.	N/A	16" O.C.	N/A	16" O.C.
13 FT.	N/A	12" O.C.	N/A	16" O.C.	N/A	16" O.C.	N/A	16" O.C.
14 FT.	N/A	12" O.C.	N/A	12" O.C.	N/A	16" O.C.	N/A	16" O.C.

WALL FRAMING DETAIL

N.T.S.

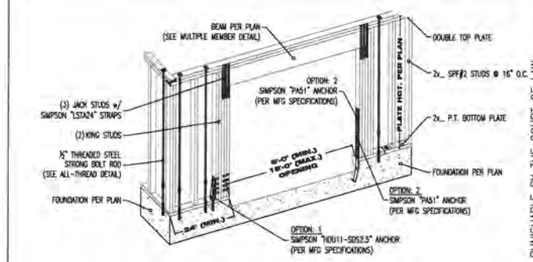


FRAMING NOTES:
1. ATS ROD MAY SUBSTITUTE FOR ½" BOTTOM PLATE ANCHOR. (SEE WALL FRAMING DETAIL)
2. INSTALL ATS ROD SYSTEM AND ALL HARDWARE PER THIS DETAIL & MANUFACTURE SPECIFICATION / RECOMMENDATIONS.
3. ATS ROD SYSTEM SHALL BE PRESENT IN ALL EXTERIOR & TRUSS LOAD BEARING WALLS.
4. EPOXY TYPE AND USAGE SHALL COMPLY WITH THE F.B.C. (SEE MANUFACTURE SPECIFICATIONS).
5. ALL THREADED STEEL RODS SHALL CONFORM TO THE "ASTM-A35 THREADED STEEL" SECTION.

PLAN LEGEND
- = (1) STORY ROD
- = (2) STORY ROD
- = (1) STORY ROD 2nd LEVEL ONLY

ALL-THREAD ROD SYSTEM DETAIL

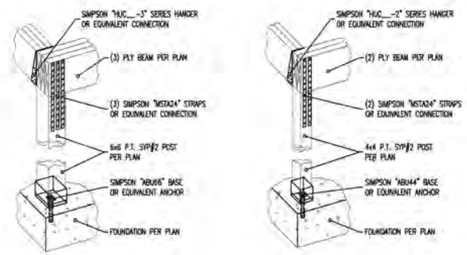
N.T.S.



GARAGE DOOR NOTES:
1. GARAGE DOOR WALL STUDS SHALL BE 2x6 (MIN.)
2. INSTALL ATS ROD SYSTEM PER ALL-THREAD DETAIL.
3. ALL ANCHOR INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE MANUFACTURE SPECIFICATIONS
4. EPOXY TYPE AND USAGE SHALL COMPLY WITH THE F.B.C. (SEE MANUFACTURE SPECIFICATIONS).

GARAGE DOOR DETAIL

N.T.S.

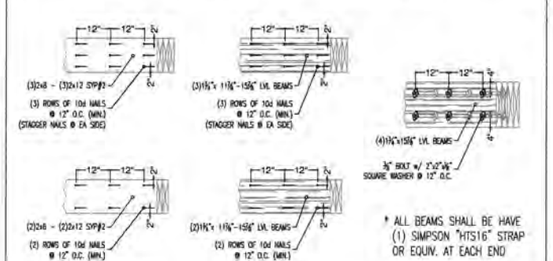


6x6 POST 4x4 POST

POST NOTES:
1. ALL HARDWARE PRODUCTS ARE SIMPSON STRONG TIE – ALL HARDWARE SHALL BE INSTALLED PER MANUFACTURE SPECIFICATIONS.
2. ALL HARDWARE CAN BE SUBSTITUTED BY OTHER HARDWARE MANUFACTURES. (MUST HAVE EQUIVALENT LOAD APPLICATION – BY OTHERS)
3. HARDWARE THAT IS GOING TO BE EXPOSED TO EXTERIOR ELEMENTS MUST HAVE CORROSION RESISTANT COATING.
4. USE MANUFACTURE RECOMMENDATIONS TO ACHIEVE PROPER UTILIZATION OF HARDWARE.

POST DETAIL

N.T.S.



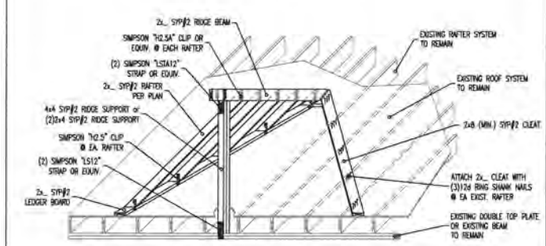
* ALL BEAMS SHALL BE HAVE (1) SIMPSON "HTS16" STRAP OR EQUIV. AT EACH END

SOLID SAWN LUMBER LVL BEAMS 4-PLY MEMBERS

MULTI-PLY MEMBER NOTES:
1. ALL ROOF MATERIAL APPLICATION SHALL COMPLY WITH F.B.C. 2014 AND MANUFACTURE SPECIFICATIONS.
2. EXISTING ROOFING MATERIAL SHALL BE REMOVED DOWN TO WATER BARRIER / FELT PAPER.
3. ALL LUMBER USED IN OVER FRAMING SHALL BE SYP#2 GRADE (MIN.)

MULTI-PLY MEMBER DETAIL

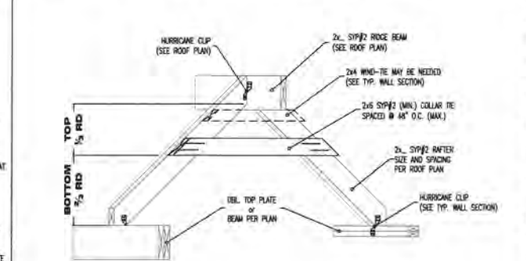
N.T.S.



ROOF OVER FRAMING NOTES:
1. ALL ROOF MATERIAL APPLICATION SHALL COMPLY WITH F.B.C. 2014 AND MANUFACTURE SPECIFICATIONS.
2. EXISTING ROOFING MATERIAL SHALL BE REMOVED DOWN TO WATER BARRIER / FELT PAPER.
3. ALL LUMBER USED IN OVER FRAMING SHALL BE SYP#2 GRADE (MIN.)

ROOF OVER FRAME DETAIL

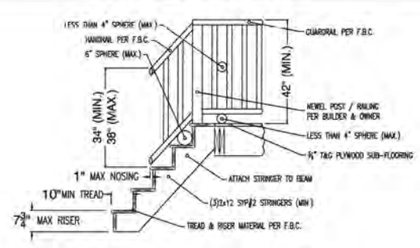
N.T.S.



COLLAR TIE NOTES:
1. 2x6 SYP#2 (MIN.) COLLAR TIE SHALL BE FASTENED TO RAFTER w/ (6) 12d NAILS TYP. @ EA. END.
2. COLLAR TIE SHALL BE PLACED IN THE TOP ⅓ OF THE RAFTER BEARING SPAN WITH THE INTENT TO PREVENT RIDGE SAGGING
3. 2x4 WIND-TIE USAGE SHALL BE SPECIFIED IN THE TYPICAL WALL SECTION WITH THE INTENT TO PREVENT RIDGE SAGGING
4. ALL HURRICANE CLIPS, RAFTERS, AND RIDGE BEAM SPECIFICATIONS WILL BE FOUND ON THE ROOF PLAN AND/OR THE TYPICAL WALL SECTION.

COLLAR TIE DETAIL

N.T.S.

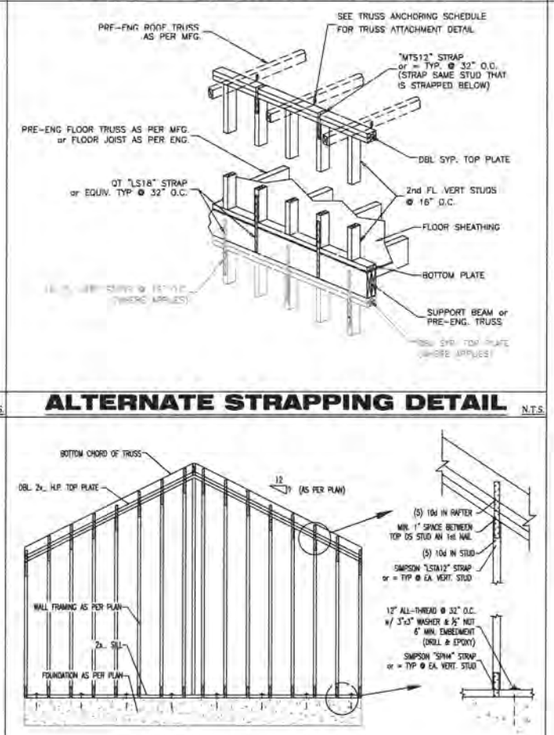


STAIR NOTES:
* (2)RISERS + (1)TREAD SHALL NOT BE LESS THAN 24" COMBINED OR MORE THAN 25" (MIN.)
* WIDTH SHALL BE 36" (MIN.) BETWEEN RAILS (SEE F.B.C. FOR PROTRUDING OBJECTS)
* ATTACH STRINGERS TO BEAM w/ (6)16d NAILS @ BEAM, FOL NAIL BOTTOM.

RAIL NOTES:
* ALL RAILING SHALL COMPLY WITH FLORIDA BUILDING CODE 2014
* ALL RAILS SHALL HAVE A PERIMETER DIMENSION OF 4" (MIN.) & 6" (MAX.) x 2¾" DEPTH (MAX.)
* RAIL HEIGHT SHALL BE 34" (MIN.) AND 38"(MAX.) ABOVE TREAD NOSING / FLOOR.
* FINGER SPACE SHALL BE 9¾"(MIN.) AND 3¾" (MAX.) FROM DOWELS / WALLS.
* ROUND RAILS SHALL BE 1¼" (MIN.) AND 2¾" (MAX.) DIAMETER.
* HANDRAIL SHALL BE PROVIDED AT ONE SIDE (MIN.) OF STAIRS.

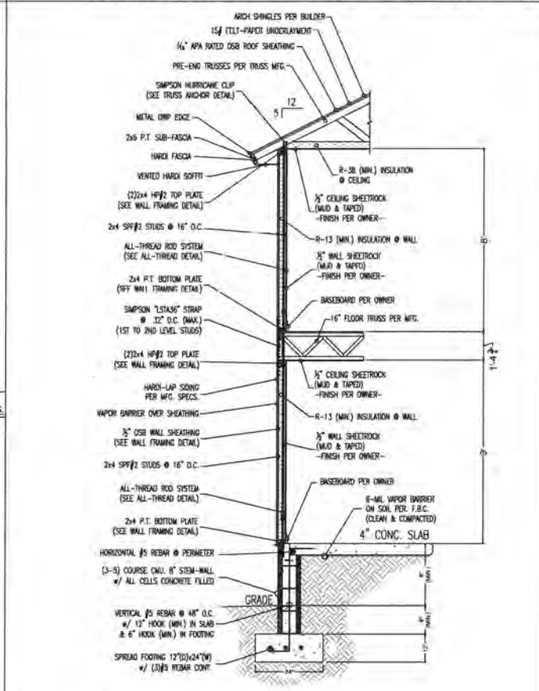
POST DETAIL

N.T.S.



ALTERNATE STRAPPING DETAIL

N.T.S.



WALL SECTION NOTES:
1. ALL HARDWARE PRODUCTS ARE SIMPSON STRONG TIE – ALL HARDWARE SHALL BE INSTALLED PER MANUFACTURE SPECIFICATIONS.
2. ALL HARDWARE CAN BE SUBSTITUTED BY OTHER HARDWARE MANUFACTURES. (MUST HAVE EQUIVALENT LOAD APPLICATION – BY OTHERS)
3. HARDWARE THAT IS GOING TO BE EXPOSED TO EXTERIOR ELEMENTS MUST HAVE CORROSION RESISTANT COATING.
4. USE MANUFACTURE RECOMMENDATIONS TO ACHIEVE PROPER UTILIZATION OF HARDWARE.

TYP. WALL SECTION

N.T.S.

TRUSS FASTENERS

1 GIRDER TRUSS STRAPPING - BOTTOM CHORD

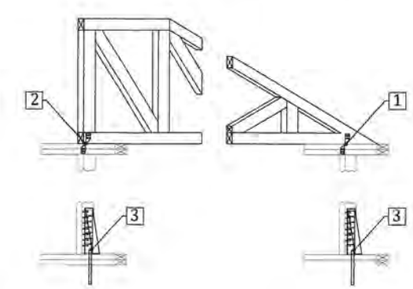
0-400#	H2.5
400#-800#	(2) H2.5
800# 1200#	H16
1200-1700#	HGT2 (2 PLY)
1700#-6400#	HGT2 (2 PLY)

2 GIRDER TRUSS STRAPPING - VERTICAL NODE

0-400#	H2.5
400#-1200#	LST24
1200#-2800#	(2) MSTA24
2800#-6600#	HST3
6600#-13300#	HS16

3 GIRDER TRUSS STRAPPING - ANCHORING

0-5600#	HDU8-SDS2.5
5600#-8000#	HDU11-SDS2.5
8000#-10000#	HDU14-SDS2.5



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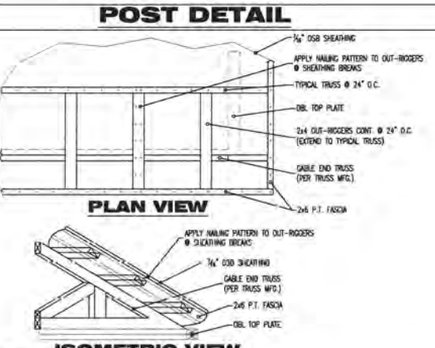
TRUSS ANCHOR DETAIL

N.T.S.



PLAN VIEW

ISOMETRIC VIEW

SECTION NOTES:
1. DROP CHORD GABLE CONSTRUCTION SHALL COMPLY WITH F.B.C. 2014 FBC-R 107.3.5

DROP GABLE DETAIL

N.T.S.

BALLOON FRAMING DETAIL

N.T.S.

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D7.0

SHEET # (10) OF (12)
PROJECT NAME: SKIDMORE DADE ST.
PROJECT #: 16.10.03
DRAWN BY: WMO
CHECKED BY: MGH
SCALE: ¼"=1'-0"
DATE: 01.31.16

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downsdraftinganddesign@gmail.com

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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

**0000 DADE ST.
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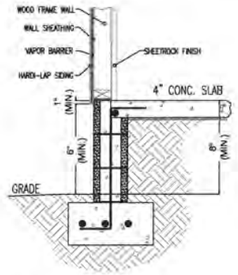
32034**

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE,FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

ENGINEER OF RECORD



HARDI-LAP FLASHING DETAIL

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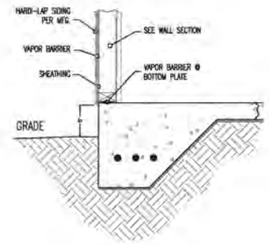

HARDI-LAP FLASHING DETAIL

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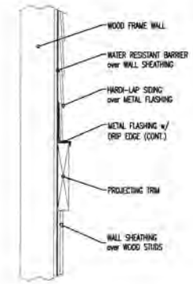

PROJECTING TRIM DETAIL

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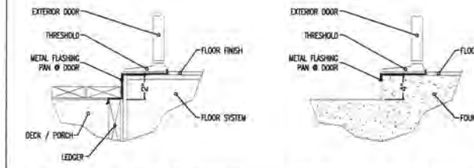
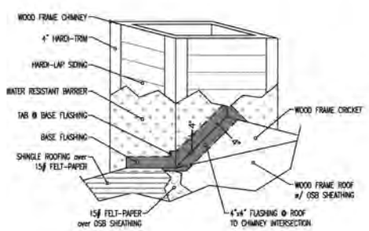


NOTE: USE CORROSION RESISTANT FASTENERS & FASTEN PER MFG. SEAL @ FRONT & CORNERS

NOTE: USE CORROSION RESISTANT FASTENERS & FASTEN PER MFG. SEAL @ FRONT & CORNERS

DOOR THRESHOLD DETAIL



CHIMNEY FLASHING DETAIL

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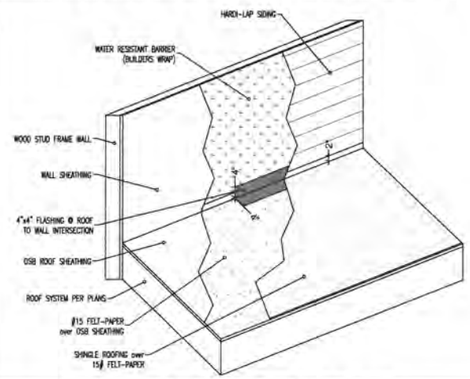

ROOF TO WALL DETAIL

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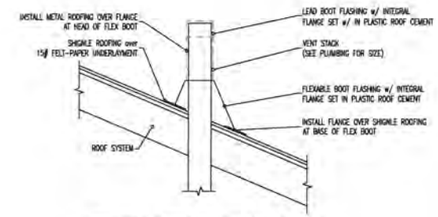
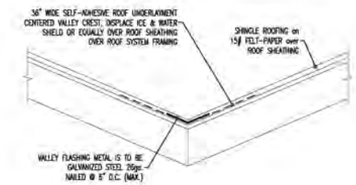


NOTE: - INSTALL IN STRICT ACCORDANCE w/ MFG. INSTRUCTIONS
- APPLY ROOFING CEMENT OR SELF-ADHERING FLASHING OVER FLANGE AT HEAD ONLY.

ROOF VENT STACK DETAIL

N.T.S.



VALLEY FLASHING DETAIL

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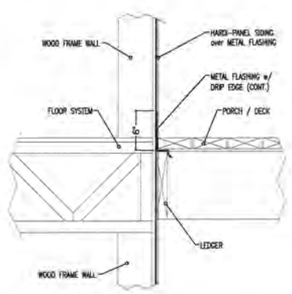
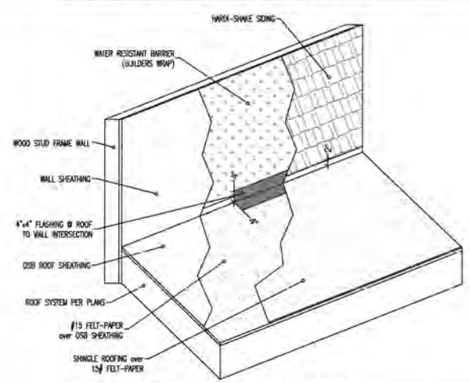


DECK FLASHING DETAIL



ROOF TO WALL DETAIL

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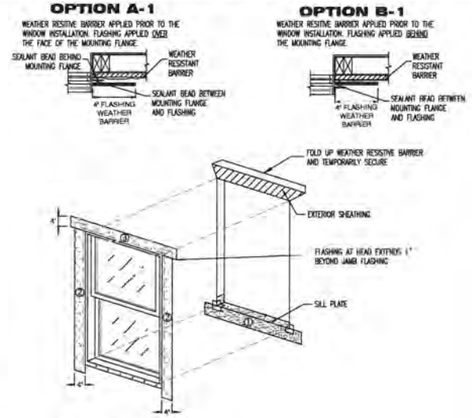


JAMB FLASHING:
EXTEND JAMB FLASHING TO OVER LAP SILL FLASHING. EXTEND JAMB FLASHING 4" ABOVE ROUGH OPENING AT HEAD. TUCK TOP OF JAMB FLASHING UNDER THE FLAP OF WRB AT THE HEAD.

JAMB SEALANT:
APPLY CONTINOUS SEALANT TO THE MOUNTING FLANGES AT THE TOP (HEAD) AND SIDES (JAMBS) OF WINDOW. EXTEND SEALANT AT JAMBS 4" ABOVE THE ROUGH OPENING AT HEAD. EMBED JAMB FLASHING INTO SEALANT AND FASTEN IN PLACE. (FLASHING GOES OVER SEALANT)

HEAD FLASHING:
EMBED BOTTOM OF THE HEAD FLASHING AGAINST THE PREVIOUSLY APPLIED SEALANT (FLASHING GOES OVER THE SEALANT). EXTEND HEAD FLASHING BEYOND EACH JAMB FLASHING. FASTEN IN PLACE.
AT HEAD. TUCK TOP OF JAMB FLASHING UNDER THE FLAP OF WATER RESISTANT BARRIER AT THE HEAD.

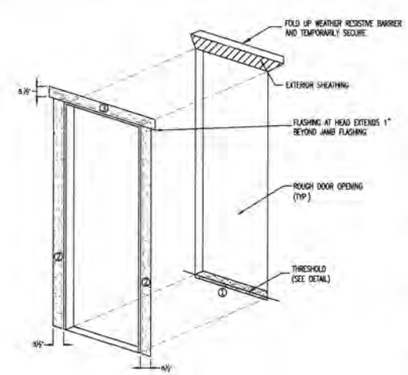
NOTE:
8.1.1.1.4 USE THE FLASHING CUT FORMULAS TO DETERMINE THE LENGTH OF EACH STRIP OF FLASHING FOR EACH WINDOW. THE ASTM STANDARD REQUIRES A FLEXIBLE FLASHING MINIMUM ROLL WIDTH OF 9 IN. (230 MM). WIDER FLASHING MATERIALS, (FOR EXAMPLE, 12 IN. (300 MM)) MAY BE USED, HOWEVER THE ACTUAL CUT LENGTHS FIGURED BY USING THE CHART WILL INCREASE. THE USE OF SELF-ADHESIVE TYPE FLASHING IS ACCEPTABLE. (FOR FUTURE DISCUSSION: SELF-ADHESIVE FLASHINGS CAN BE EFFECTIVE WITH WIDTHS LESS THAN 9 IN. (230 MM). SELF-ADHESIVE TYPE FLASHING SEALS ITSELF TO THE WEATHER RESISTANT BARRIER AND TO THE MOUNTING FLANGE WITHOUT THE NEED FOR ADDITIONAL SEALANT APPLIED TO THE EXTERIOR FACE OF THE FLANGE. SELF-ADHESIVE TYPE FLASHING MATERIALS MUST PROPERLY ADHERE, (CREATING A WATER TIGHT JOINT) TO THE (WRB) AND TO THE MOUNTING FLANGE MATERIAL IN ORDER TO BE ACCEPTABLE (FOR USE.

SEAL THE WINDOW FRAME TO OPENING. APPLY A 1/8" NOM. DIA. TO THE BACKSIDE (INTERIOR) OF THE WINDOW FLANGE. IN LINE WITH ANY PRE-PUNCHED HOLES OR SLOTS

SHIM AND ADJUST WINDOW TO ACHIEVE SQUARE, PLUMB, AND LEVEL CONDITION. USE CORROSION RESISTANT FASTENERS. FASTEN WINDOWS PER WINDOW MANUFACTURERS SPECIFICATIONS.

WINDOW FLASHING DETAIL

N.T.S.



JAMB FLASHING:
EXTEND JAMB FLASHING TO OVER LAP SILL FLASHING. EXTEND JAMB FLASHING 6¾" ABOVE ROUGH OPENING AT HEAD. TUCK TOP OF JAMB FLASHING UNDER THE FLAP OF WRB AT THE HEAD.

JAMB SEALANT:
APPLY CONTINOUS SEALANT TO THE MOUNTING FLANGES AT THE TOP (HEAD) AND SIDES (JAMBS) OF DOOR UNIT. EXTEND SEALANT AT JAMBS 6¾" ABOVE THE ROUGH OPENING AT HEAD. EMBED JAMB FLASHING INTO SEALANT AND FASTEN IN PLACE. (FLASHING GOES OVER SEALANT)

HEAD FLASHING:
EMBED BOTTOM OF THE HEAD FLASHING AGAINST THE PREVIOUSLY APPLIED SEALANT (FLASHING GOES OVER THE SEALANT). EXTEND HEAD FLASHING BEYOND EACH JAMB FLASHING. FASTEN IN PLACE.
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NOTE:
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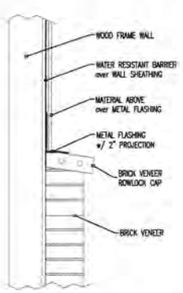
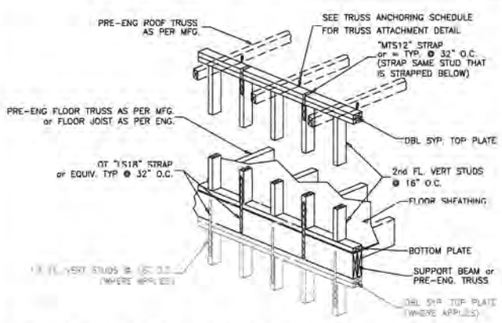
SHIM AND ADJUST DOOR TO ACHIEVE SQUARE, PLUMB, AND LEVEL CONDITION. USE CORROSION RESISTANT FASTENERS. FASTEN DOOR PER DOOR MANUFACTURERS SPECIFICATIONS.

DOOR FLASHING DETAIL

N.T.S.



PROJECTING CAP DETAIL



ALTERNATE STRAPPING DETAIL

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PROJECT NAME SKIDMORE DADE ST.
PROJECT #: 16.10.03
DRAWN BY: WMD
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OWNER / BUILDER

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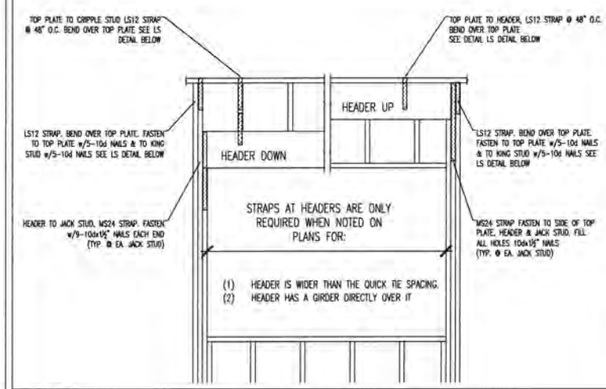
FAX: (904)721-7685

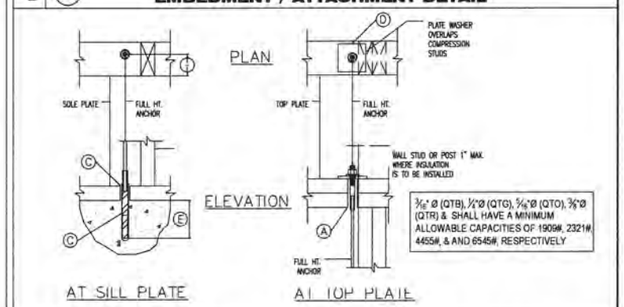
ENGINEER OF RECORD

QUICK TIE INSTA _ATION DETAILS

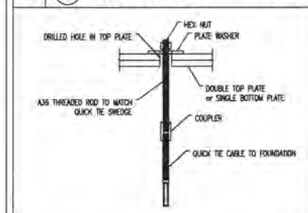
1 HEADER STRAPPING DETAIL (USE WHEN NOTED)



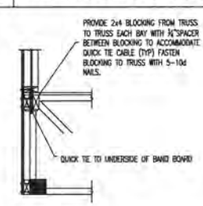
2 EMBEDMENT / ATTACHMENT DETAIL



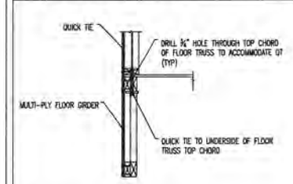
3 EXTENSION CONNECTION



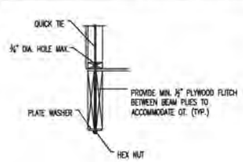
4 RIM BOARD CONNECTION



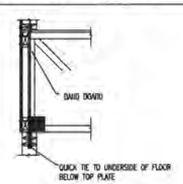
5 FLOOR TRUSS CONNECTION



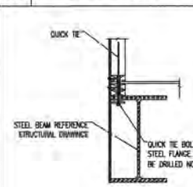
6 WOOD BEAM CONNECTION



7 QT UNDER TOP PLATE



8 STEEL BEAM CONNECTION



QUICK TIE CABLE LEGEND

- **A** (QTA) QUICK TIE AQUA – 910#
- **B** (QTA) QUICK TIE AQUA – 1,909#
- **G** (QTA) QUICK TIE AQUA – 2,939#
- **O** (QTA) QUICK TIE AQUA – 4,455#

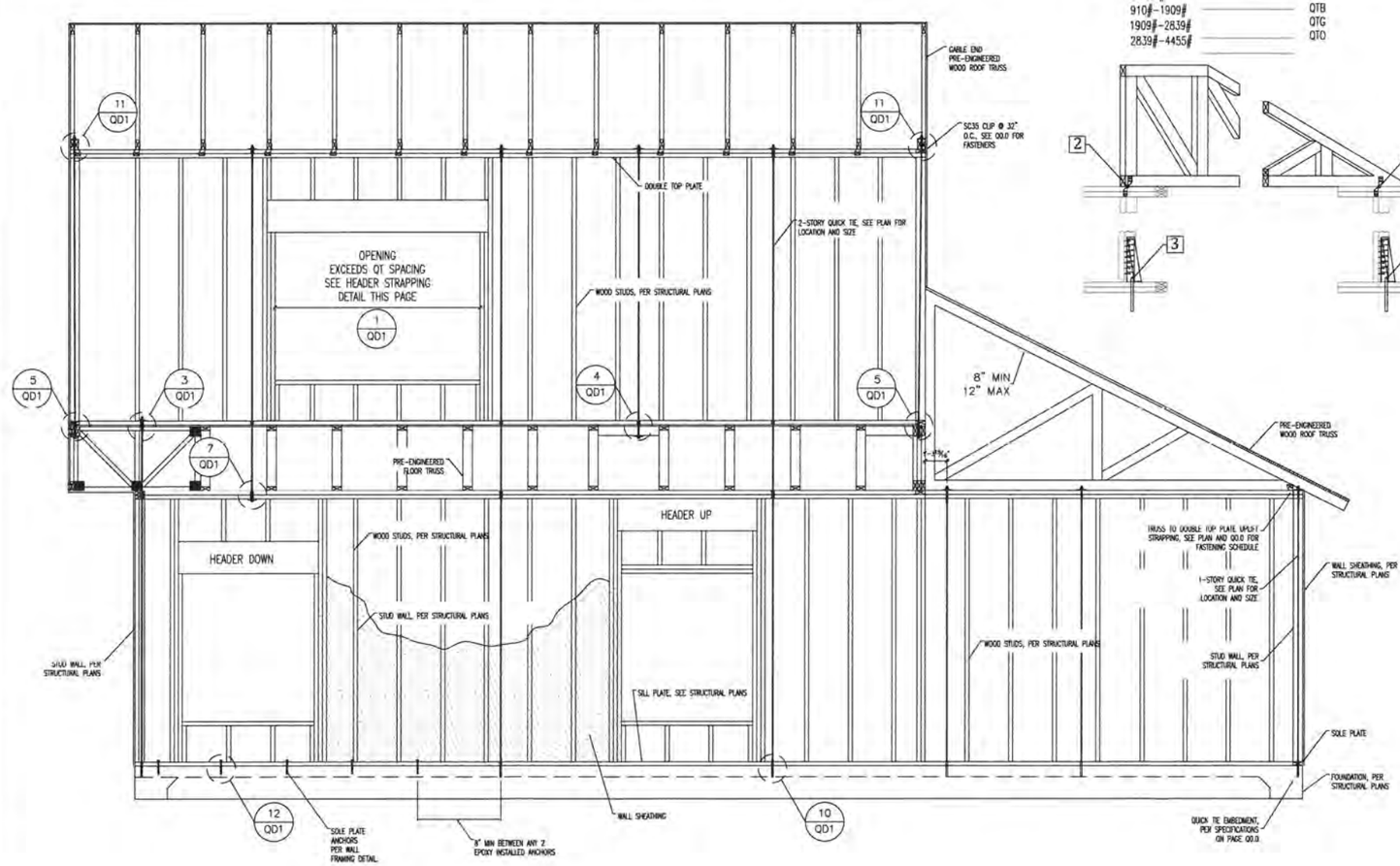
CABLE NOTES:
1. ALL CABLES SHALL BE LOCATED PER FRAMING PLAN & 8'-0" MAX. SPACING

QUICK TIE ANCHORING SYSTEM INSTALLATION SCHEMATIC

HEADER NOTES:
1. STRAPS AT HEADERS ARE ONLY REQUIRED WHEN
   A. WHEN HEADER IS WIDER THEN THE QUICK TIE SPACING.
   B. WHEN HEADER HAS A GIRDER TRUSS DIRECTLY ABOVE.
2. PROVIDE 2-CS16 STRAPS ON KING AND JACK STUDS THROUGH FLOOR SYSTEM BELOW IF THERE IS NOT A QUICK TIE ADJACENT TO OPENING.

FULL HEIGHT ANCHOR INSTALLATION CHART

FULL HT. ANCHOR	Ⓐ TOP PLATE HOLE	Ⓑ SILL PLATE HOLE	Ⓒ CONCRETE HOLE	Ⓓ WASHER SPEC.	Ⓔ EMBEDMENT DEPTH		Ⓕ EDGE DISTANCE
QTB	7/8" ø	9/16" ø	9/16" ø	2 1/4" x 2 1/4 x 3/16"	4"	4"	2 1/2"
QTG	7/8" ø	9/16" ø	9/16" ø	3 x 3 x 3/16"	4"	4"	2 3/4"
QTO	1" ø	3/4" ø	3/4" ø	3 x 3 x 1/4"	6"	6"	3"
QTR	1" ø	7/8" ø	7/8" ø	3 x4 1/2" x 1/2"	7"	7"	4 1/2"
							MONO



TRUSS FASTENER SCHEDULE

1 TYPICAL TRUSS STRAPPING - BOTTOM CHORD

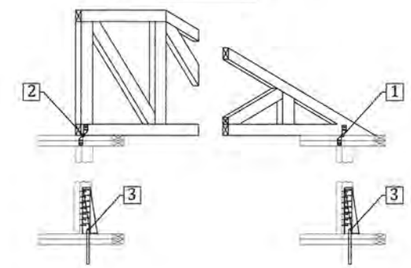
0-570#	6" TIMBERLOK
570#-662#	HA4
662#-945#	MTS12
945#-1257#	HTS12
1257#-2900#	QGT

2 GIRDER TRUSS STRAPPING - VERTICAL NODE

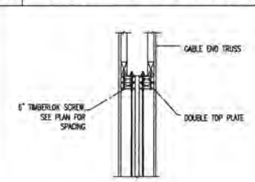
0-570#	6" TIMBERLOK
570#-1232#	6" TIMBERLOK & HA4
1232#-1890#	(2) MTS12
1890#-2514#	(2) HTS12
2514#-5800#	(2) QGT

3 GIRDER TRUSS STRAPPING - ANCHORING

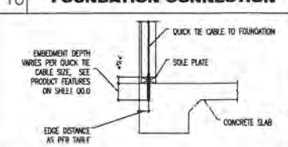
0-910#	QTA
910#-1909#	QTB
1909#-2839#	QTG
2839#-4455#	QTO



9 PARTY WALL CONNECTION

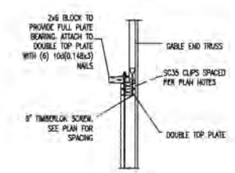


10 FOUNDATION CONNECTION

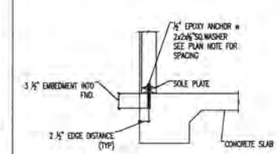


CABLE TYPE	EDGE DISTANCE
QTB	2-½"
QTG	2-¾"
QTO	3"
QTR	3-½"

11 GABLE END CONNECTION



12 EPOXY ANCHOR CONNECTION



13

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CHECKED BY: MGH
SCALE: ¼"=1'-0"
DATE: 01.31.18

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Jacksonville, FL 32218
(904)536-0857
downsdraftinganddesign@gmail.com

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OWNER/BUILDER

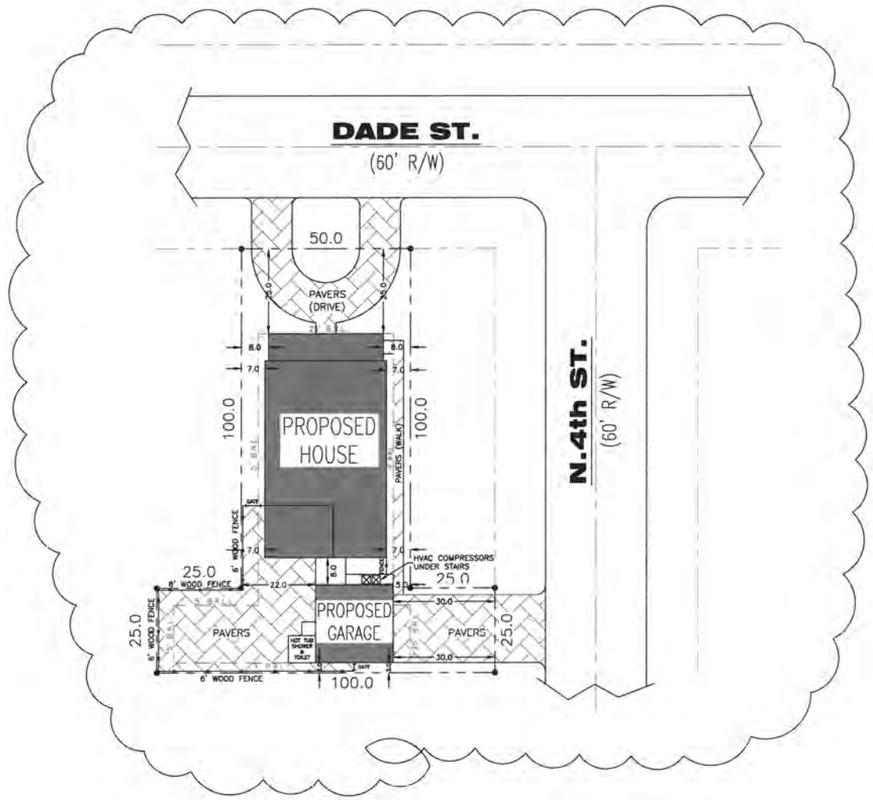
SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL. 32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE,FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

ENGINEER OF RECORD



= AMENDED ITEM
(01.31.2018)

BUILDING RESTRICTION LINES	
LOCATION	DISTANCE
FRONT	25'-0"
REAR	3'-0"
SIDE	5'-0"

SITE PLAN

SCALE: 1 = 40

NORTH

NOTES:

- TREES NOT LOCATED
- MAX LOT COVERAGE (PER ZONING)
- LIMITS OF EAVES NOT SHOWN ON SITE
- PROJECT SHALL BE EQUIPPED w/ GUTTERS, DOWN SPOUTS, & DRAINS. LOCATION & SPECS AS PER CONTRACTOR/BUILDER
- DOSING TANK AND DRAIN FIELD SHALL BE SIZED BY PLUMBING CONTRACTOR PER BUILDING SIZE AND LOCAL BUILDING CODE REQUIREMENTS (BY OTHERS)
- WATER WELL SHALL BE DRILLED IN ACCORDANCE w/ LOCAL BUILDING CODES (BY OTHERS)
- 12" CONCRETE CULVERT SHALL BE PLACED UNDER DRIVE-WAY IF DRAINAGE DITCH IS PRESENT.

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SP1.0

SHEET #:	
PROJECT NAME:	SKIDMORE DADE ST.
PROJECT #:	16.10.02
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	⅛"=1'-0"
DATE:	01.31.18

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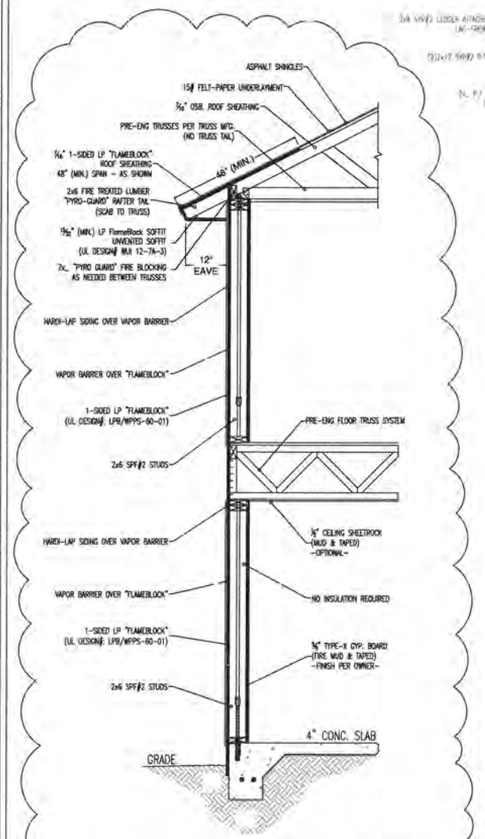
OWNER/BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

**000 DADE ST.
FERNANDINA BEACH, FL.
32034**

ENGINEER OF RECORD



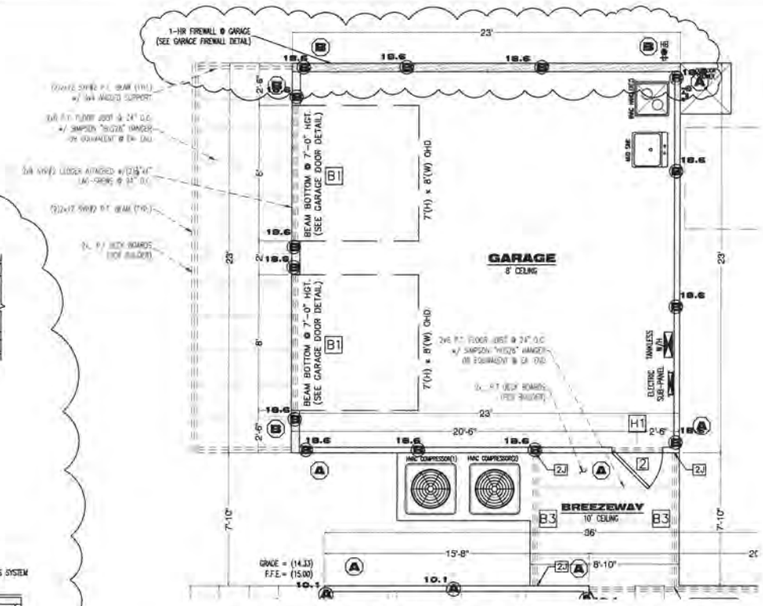
UL DESIGN#: LPB/WPPS-60-01 (INTERTEK LISTING)

1-HR GARAGE FIREWALL

N.T.S.

NOTES: -ALL OPENINGS MUST BE FIRE CAULKED
-ALL FIREWALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FIRE PREVENTION CODE 2014

= AMENDED ITEM (03.20.2017)



GARAGE FRAMING PLAN

SCALE: 1/4" = 1'

DOOR SCHEDULE			
SYMBOL	SIZE	DIMENSION	DISCRIPTION
1	3068	36"x80"	SOLID CORE UNIT w/(2) 12" S.L.
2	3068	36"x80"	SOLID CORE EXTERIOR UNIT
3	3068	36"x80"	SOLID CORE INTERIOR UNIT
4	2868	32"x80"	SOLID CORE INTERIOR UNIT
5	2668	30"x80"	SOLID CORE INTERIOR UNIT
6	2468	28"x80"	SOLID CORE INTERIOR UNIT
7	2068	24"x80"	SOLID CORE INTERIOR UNIT
8	3068	36"x80"	SOLID CORE INTERIOR UNIT (POCKET)
9	2868	32"x80"	SOLID CORE INTERIOR UNIT (POCKET)
10	2668	30"x80"	SOLID CORE INTERIOR UNIT (POCKET)
11	2468	28"x80"	SOLID CORE INTERIOR UNIT (POCKET)
12	2068	24"x80"	SOLID CORE INTERIOR UNIT (POCKET)
13	(2)2068	48"x80"	SOLID CORE INTERIOR UNIT (BI-FOLD)
14	(2)3068	36"x80"	SOLID CORE EXTERIOR UNIT
15	10080	120"x96"	SLIDING GLASS DOOR

* PROVIDE AUTOMATIC DOOR CLOSURE ON ANY DOORS LEADING FROM UNCONDITIONED GARAGE SPACE, INTO CONDITIONED LIVING SPACE. (MIN. 20 MINUTE FIRE RATED DOOR)

WINDOW SCHEDULE			
SYMBOL	SIZE	DIMENSION	DISCRIPTION
	3050	36"x60"	SINGLE HUNG
	3030	36"x36"	SINGLE HUNG
	2030	24"x36"	SINGLE HUNG
	6040	72"x48"	SINGLE HUNG
	2650	30"x60"	SINGLE HUNG
	3016	36"x18"	FIXED GLASS (TRANSUM)
	2020	24"x24"	SINGLE HUNG

HEADER SCHEDULE		
SYMBOL	BEAM SIZE	DISCRIPTION
H1	(3) 2x6	SOUTHERN YELLOW PINE #2
H2	(3) 2x8	SOUTHERN YELLOW PINE #2
H3	(3) 2x10	SOUTHERN YELLOW PINE #2
H4	(3) 2x12	SOUTHERN YELLOW PINE #2
H5	(2) 2x6	SOUTHERN YELLOW PINE #2
L1	8"x8" CONC.	CONCRETE PRE-FAB LINTEL w/(2) #5 REBAR

* STRAP EACH END OF BEAM WITH SIMPSON "MSTA24" STRAP OR EQUIVALENT @ EACH JACK STUD (SEE HEADER DETAIL)
* SEE CMU BLOCK WALL DETAILS AND NOTES FOR CONCRETE WALL CONSTRUCTION (SEE LINTEL DETAIL)

BEAM SCHEDULE		
SYMBOL	BEAM SIZE	DISCRIPTION
B1	(3) 2x12	SOUTHERN YELLOW PINE #2
B2	(2) 2x12	SOUTHERN YELLOW PINE #2
B3	(2) 2x8	LVL OR PARRALAM BEAM
B4	(2) 1 3/4"x15 3/4"	LVL OR PARRALAM BEAM

* STRAP EACH END OF BEAM WITH SIMPSON "MSTA24" STRAP OR EQUIVALENT @ EACH JACK STUD
* (2J) SYMBOL REPRESENTS THE NUMBER OF JACK STUDS NEEDED @ EACH BEAM (SEE HEADER DETAIL)

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL. LIVING	CONDITIONED	1,777 sq.ft.
2nd FL. LIVING	CONDITIONED	722 sq.ft.
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
BREEZEWAY	UNENCLOSED	69 sq.ft.
GARAGE 1st FL.	UNCONDITIONED	529 sq.ft.
GARAGE 2nd FL.	CONDITIONED	529 sq.ft.
DECK	UNENCLOSED	69 sq.ft.
BALCONY	UNENCLOSED	138 sq.ft.
TOTAL A/C		3,028 sq.ft.
TOTAL U/R		4,210 sq.ft.
TOTAL SQ.FT.		4,417 sq.ft.

SHEARWALL SCHEDULE			
SYMBOL	TYPE	SHEATHING	NAILING
A	2x4 SPF.	7/16" OSB (MIN) -BLOCKED-	4"O.C. EDGE & 8"O.C. FIELD
B	2x6 SPF.	7/16" OSB (MIN) -BLOCKED-	4"O.C. EDGE & 8"O.C. FIELD
C	2x8 SPF.	7/16" OSB (MIN) -BLOCKED-	4"O.C. EDGE & 8"O.C. FIELD

NOTE: ALL EXTERIOR WALLS ARE LOAD BEARING SHEAR WALLS

THE SHEAR WALLS TABLE WAS ESTABLISHED ASSUMING THE FOLLOWING CRITERIA UNLESS OTHERWISE NOTED IN THE TABLE:
* WOOD SHEATHING TO STUDS NAILING SHALL BE 8d COMMON NAILS.
* GYPSUM BOARD TO STUDS NAILING SHALL BE 5d AND 6d COLLAR NAILS FOR 1/2" AND 5/8" THICK BOARD RESPECTIVELY.
* SOLE PLATE-CONCRETE SLAB ANCHORS LOCATED @ 5" (MIN.) EA. SIDE OF PLATE BREAK. ANCHOR SHALL BE 1/2" x 8" EPOXY GROUTED BOLTS.
* INSTALL ALL-THREAD ROD SYSTEM PER DETAIL

WALL FRAMING LEGEND		
SYMBOL	WALL SIZE	DISCRIPTION
	8" CMU	8x16 CMU. BLOCK WALL
	2x8	SPRUCE PINE FIR #2 (EXTERIOR)
	2x6	SPRUCE PINE FIR #2 (EXTERIOR)
	2x4	SPRUCE PINE FIR #2 (EXTERIOR)
	2x4	SPRUCE PINE FIR #2 (INTERIOR)

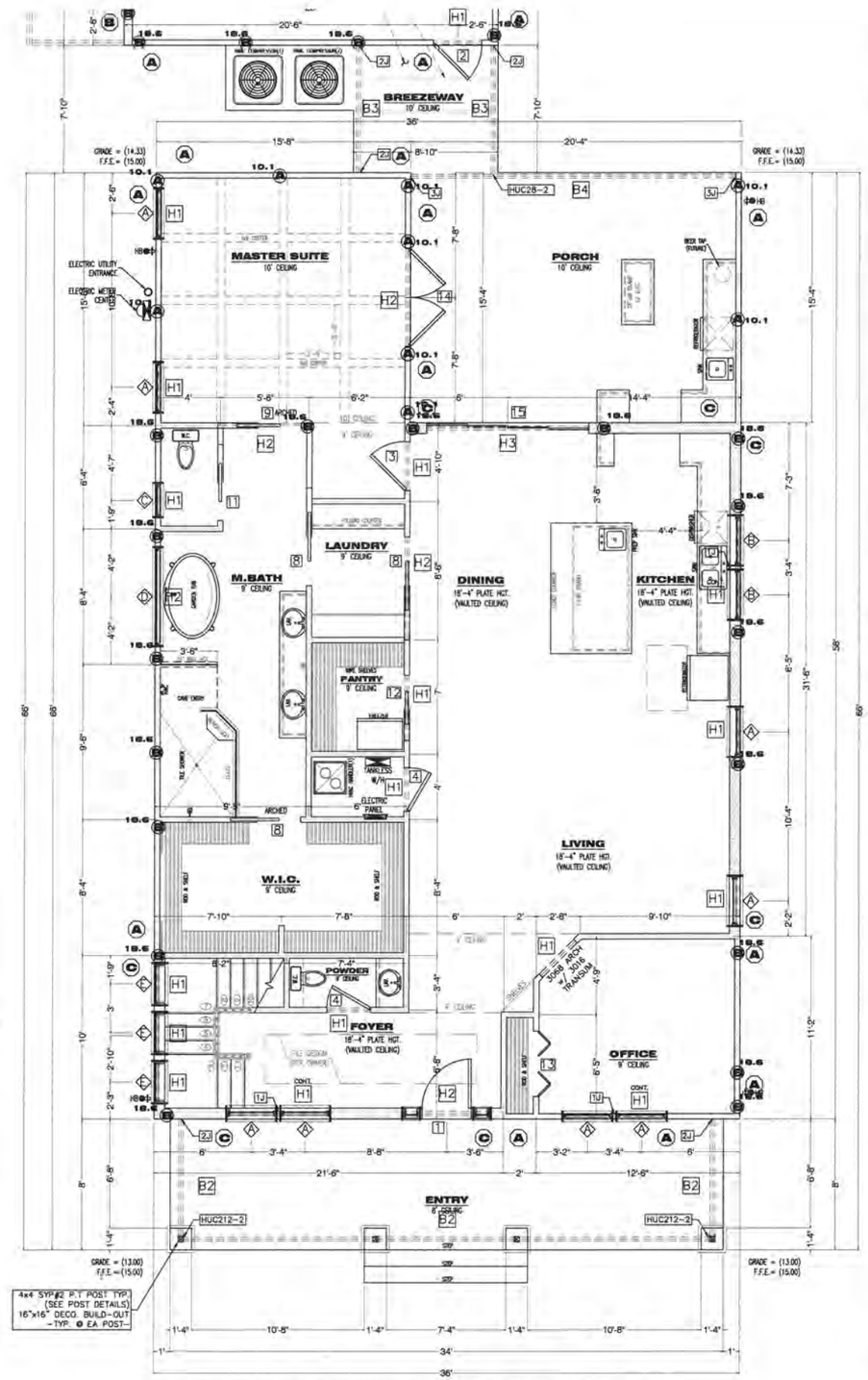
* SEE WALL FRAMING DETAIL AND STUD TABLE
* INTERIOR NON-LOAD BEARING WALL STUDS SHALL BE SPACED @ 24" O.C.

QUICK TIE CABLE LEGEND		
TYPE	CABLE	LOAD
A	1/8" DIA.	0#-910#
B	3/16" DIA.	910#-1909#
C	1/4" DIA.	1909#-2839#
D	5/16" DIA.	2839#-4455#

○ = (1) STORY □ = (2) STORY △ = (3) STORY

9.0 = CABLE LENGTH (FROM SLAB TO TOP PLATE)

* ALL EXTERIOR WALLS ARE LOAD BEARING WALLS
* CABLE SHALL BE LOCATED PER FRAMING PLAN
* MAX. SPACING SHALL NEVER EXCEED 6'-0" O.C.
* QT CABLES & ANCHORS SHALL BE PLACED IN ALL LOAD BEARING WALLS
* SEE QT DETAILS FOR ALL INSTALLATION REQUIREMENTS



1st LEVEL FRAMING PLAN

SCALE: 1/4" = 1'

B4.0

SHEET #:	(5) OF (12)
PROJECT NAME:	SKIDMORE DADE ST.
PROJECT #:	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	1/4"=1'-0"
DATE:	01.31.19

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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

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7441-2 SILVER LAKE TERRACE
JACKSONVILLE,FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

ENGINEER OF RECORD

HDC 2016-32 Amendment

EXHIBIT 3

1/11/2018 Site Visit Photos

01.11.2018 18:09

01.11.2018 18:10

01.11.2018 18:10

01.11.2018 18:11

01.11.2018 18:11

01.11.2018 18:11

01.11.2018 18:11

01.11.2018 18:10

01.11.2018 18:12

01.11.2018 18:12

01.11.2018 18:12

01.11.2018 18:13

01.11.2018 18:14

LOWE'S
JOHNSON HOME BUILDERS INC
904-237-8045
01.11.2018 18:15

01.11.2018 18:13

01.11.2018 18:12

01.11.2018 18:16

01.11.2018 18:16

01.11.2018 18:13

NO PARKING OR STANDING ANYTIME
GAS LINE BURIED BELOW
01.11.2018 18:13

01.11.2018 18:15

01.11.2018 18:16

01.11.2018 18:17

01.11.2018 18:17

01.11.2018 18:18
Future Home Of
SYDMORE/ROBILLARD
JOHNSON
HOME BUILDERS INC.
904-237-8045
JohnsonHomeBuilders@comcast.net
CBC 1258000
STOP
HALL'S QUALITY
PAINTING
(904) 310-6091

FLOATERS
STOP
01.11.2018 18:18

Future Home Of:
KIDMORE/ROBILLARD
JOHNSON
HOME BUILDERS INC.
904-237-8045
JohnsonHomeBuilders@comcast.net
CBC 1250988
STOP
HALL'S QUALITY
PAINTING
(904) 310-6091
01.11.2018 18:18

01.11.2018 18:18

HALLS
(904) 310-6091
01.11.2018 18:18

DO NOT FILL OVER THIS LEVEL
DO NOT FILL ABOVE TOP OF CONTAINER
NO PARKING
DO NOT BLOCK CONTAINER
01.11.2018 18:19

01.11.2018 18:19

STILLWELL
FOR SALE
01.11.2018 18:19

01.11.2018 18:19

30093
01.11.2018 18:19

Future Home Of:
SKIDMORE/ROBILLARD
JOHNSON
HOME BUILDERS INC.
904-237-8045
JohnsonHomeBuilders@comcast.net
CBC 1250988
01.11.2018 18:20

01.11.2018 18:20

HDC 2016-32 Amendment

EXHIBIT 4

Photos Showing Resolution of Site Issues (Dumpster, Portable Toilette, Silt Fence)

NO
PARKING
OR
STANDING
ANYTIME
30093
FLOATERS

LOWE'S
LOWE'S
STOP

HDC 2016-32 Amendment

EXHIBIT 5

Photos Provided By Applicant

30093
FLOATERS

ENERGYGUIDE
ENERGYGUIDE
ENERGYGUIDE

HDC 2016-32 Amendment

EXHIBIT 6

HDC 2016-32 Agenda Packet
as Presented December 6, 2016

HISTORIC DISTRICT COUNCIL STAFF REPORT
HDC 2016-32
DECEMBER 15, 2016

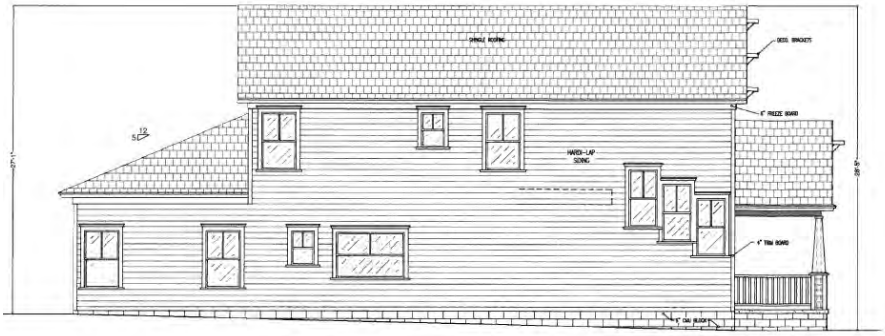
Owner/Applicant:	Steve Skidmore				
Property Address:	327 N. 4th Street				
Requested action:	Certificate of Approval (COA) to construct a 2,276 sq. ft. home with an accessory building consisting of a 529 sq. ft. garage with dwelling unit above.				
Current zoning:	R-2				
FLUM land use category:	Medium Density Residential				
Existing uses on the site:	Vacant				
Year Built:	N/A				
Contributing Status:	Non-Contributing				
Adjacent Properties:	North	S.F. Residential	c.	R-2	
	South	Vacant	c.	R-2	
	East	Vacant	c.	R-2	
	West	Vacant	c.	R-2	

All required application materials have been received. All fees have been paid. All required notices have been made.

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

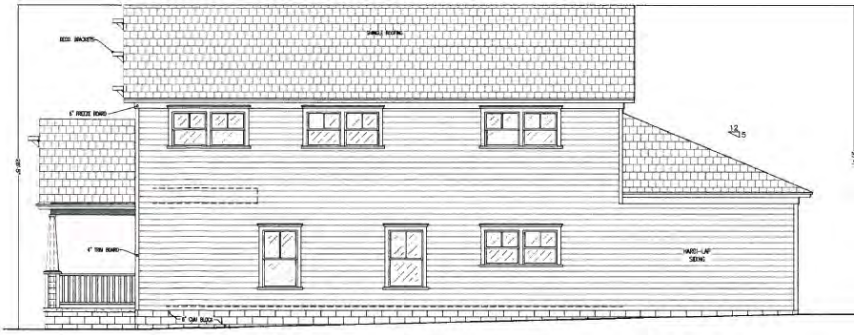
Applicant is proposing to construct a 2,276 sq. ft. home with an accessory building consisting of a 529 sq. ft. garage with dwelling unit above.

The home will be a 2-story, Craftsman style house. It will feature hardiboard horizontal 6” lap siding and hardishake siding. The windows in the home will be Jeld-Wen single-hung 2/1 windows and the front door will be a Jeld-Wen full lite single-entry with side lites. The roof will feature architectural shingles in a charcoal color. The body of the house will be painted *La Fonda Midnight 4004-4C* and the trim will be painted *Homestead Resort Jefferson White 7006-1*, both colors from Valspar’s National Trust for Historic Preservation Collection.



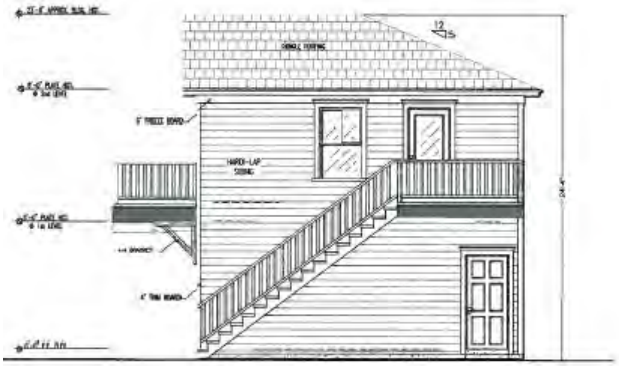
LEFT ELEVATION
SCALE: ¼"=1'

REAR ELEVATION
SCALE: ¼"=1'



LEFT ELEVATION
SCALE: ¼"=1'

REAR ELEVATION
SCALE: ¼"=1'



FRONT ELEVATION
SCALE: ¼"=1'

RIGHT ELEVATION
SCALE: ¼"=1'

APPLICABLE GUIDELINES:

Secretary of the Interior's Standards for Rehabilitation

1. **A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
2. **The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
3. **Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
4. **Most properties change over time; those changes that have acquired historic significance in their own**

right shall be retained and preserved.

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

5. **Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

6. **Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

7. **Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

8. **Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**

Findings: *Complies* ☒ *Does not Comply* ☐ *N/A* ☐

9. **New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**

Findings: *Complies* ☒ *Does not Comply* ☐ *N/A* ☐

10. **New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE

8.01.01.01 Standards for Development in the Historic District Overlays

A. *The review of proposed development within the Historic District Overlays shall be based upon the latest edition of Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings from the U.S. Secretary of Interior.*

B. The review of proposed development within the Historic District Overlay shall also be based upon compliance with the Downtown Historic District Guidelines, dated December 1999, as amended from time to time. The review of proposed development within Old Town shall be based upon compliance with the Old Town Preservation and Development Guidelines, dated June 1999, as amended from time to time.

C. In addition to standards applicable to the underlying zoning district, new construction within the Historic District Overlay shall be compatible with the existing character of the landmark or the district. Compatible design means architectural design and construction that will fit harmoniously into the district or the landmark site. New construction shall be compatible in scale, materials, and quality of construction with adjacent buildings and structures that have been designated.

D. The following features shall be considered by the Historic District Council in the evaluation of proposed new construction, as such features comply with the guidelines referenced in Section

8.01.01.01(A) and (B) above:

1. *Scale, including height and width;*
2. *Setbacks;*
3. *Orientation and site coverage;*
4. *Alignment, rhythm, and spacing of buildings;*
5. *Form and detail, considering the link between old and new buildings;*
6. *Maintaining materials within the district or on the landmark site;*
7. *Maintaining quality within the district or on the landmark site;*
8. *Facade proportions and window patterns;*
9. *Entrances and porch projections;*
10. *Roof forms; and*
11. *Horizontal, vertical, or non-directional emphasis.*

8.02.02 Historic District Council Roles and Responsibilities

The HDC shall have the duty and responsibility to:

C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.

5.01.04 Accessory Dwellings

A. Accessory dwelling units are intended to provide non-remunerated housing for relatives, guests, or domestic helpers. An accessory dwelling unit shall not be considered an apartment, hotel, or other kind of multi-family use. Accessory dwelling units shall not count towards density. Per the City's Comprehensive Plan policy 1.06.05, detached accessory dwelling units shall be permissible in all residential and mixed use zoning districts in compliance with the following standards:

1. *The total floor area of the detached accessory dwelling shall not exceed 625 square feet;*
2. *The maximum height for a detached accessory dwelling located as a freestanding building or an apartment over a detached garage shall not exceed twenty-five (25) feet, measured from the approved finished grade to the peak of the roof;*
3. *A detached accessory dwelling shall be located only within a rear yard as established by Section 4.02.03; and*
4. *An accessory dwelling shall comply with all standards set forth in Section 5.01.03;*
5. *The accessory dwelling shall not have a separate water or electric meter.*

CITY OF FERNANDINA BEACH DOWNTOWN HISTORIC DISTRICT DESIGN GUIDELINES: GUIDELINES FOR NEW CONSTRUCTION

The protection of the historic and architectural resources of the district includes new construction and requires compatible new buildings to respect visual and historic characteristics. New construction of primary buildings should maintain the existing historic pattern of a neighborhood in terms of characteristics such as setback, distance between homes, scale, materials, and colors. New outbuildings and detached garages are addressed in the section for outbuildings.

1. New buildings should be compatible with adjacent buildings in terms of height.
2. New buildings should be compatible with adjacent buildings in terms of materials.
3. New buildings should be compatible with adjacent buildings in terms of set back.
4. New buildings should be compatible with adjacent buildings in terms of width, scale, and proportions.
5. New buildings should be compatible with adjacent buildings in terms of roof form.

ANALYSIS:

Staff concludes that the requested action is substantially consistent with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines and recommends **APPROVAL** of HDC 2016-32.

MOTION TO CONSIDER:

I move to **approve or deny** HDC case number 2016-32 **with or without** conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

That HDC case 2016-32, as presented, **is or is not** substantially compliant with the Land Development Code, the Downtown Historic District Guidelines, and the Secretary of the Interior's Standards to warrant approval at this time.

LIST OF EXHIBITS:

EXHIBIT 1 HDC 2016-32 Application

Salvatore J. Cumella
Planner II

EXHIBIT 1

OFFICE USE ONLY
REC'D: 11/15/16 BY: 8
PAYMENT: $ 200 - TYPE CK 1553
APPLICATION #: 2016-0001675
HDC CASE #: 2016-32
APPLICATION COMPLETE: Y____ N____
PRE-CONFRENCE: Y____ N____ DATE _____

BOARD MEETING DATE: _____
PLANNER: _____ DATE: _____
____ APPROVED ____ DENIED

APPLICATION FOR HISTORIC DISTRICT COUNCIL COA

RECEIVED NOV 2016

APPROVAL TYPE: ☐ Staff Approval ☒ Board Approval: Conceptual _____ or Final _____

PROJECT TYPE:
☒ New Construction ☐ Addition ☐ Alteration ☐ Relocation ☐ Demolition ☐ Variance
☐ Repair ☐ Paint ☐ Fence ☐ Sign ☐ Re-roof ☐ Other: _____

PROPERTY INFORMATION
Street Address: ~~Lot 16-17 Dade St~~ 327 N. 4th Street
Historic District: ☒ Downtown ☐ Old Town ☐ CRA Waterfront
Parcel Identification Number(s): 00-00-31-1800-0017-0160 / 00-00-31-1800-0017-0190
Zoning District: _____ Lot / Block Number (optional) 17 Lot 16 + 17

Owner of Record	Applicant or Agent
Owner(s) Name: Steve Skidmore	Applicant Name: Steve Skidmore
Corporation or Company:	Corporation or Company:
Street Address: 5308 Anthony LN.	Street Address: 5308 Anthony LN
City State Zip: Sarasota Fl. 34233	City State Zip: Sarasota Fl. 34233
Telephone Number: 859. 802. 1060	Telephone Number: 859. 802. 1060
Fax Number: 904. 491. 9983	Fax Number: 904. 491. 9983
Email Address: sskidmore04@yahoo.com	Email Address: sskidmore04@yahoo.com

PROJECT DESCRIPTION

Part 1. Describe The Existing Conditions and Materials. Describe the existing structure(s) on the subject property in terms of the construction materials and site conditions, as well as the surrounding context.

NONE

Part 2. Describe The Proposed Project and Materials. Describe the proposed project in terms of size, affected architectural elements, materials, and relationship to the existing structure(s). Attach further description sheets, if needed.

See Plans - New Construction

List proposed materials and colors, as applicable:

Project Scope	Type, Material, Brand	Color
Exterior Fabric	6" Lap siding Hardi - Shade Staggered Edge Siding	La Fonda Midnight - Valspar
Doors	Masonite Steel Full Lite w/ Elan Glass Jeldwen	
Windows	Jeldwen - Single Hung - Colonial	~~Bronze Exterior~~ White Interior
Roofing	Architectural Shingle	Charcoal
Fascia/Trim	See Plans	Homestead Resort Jefferson White
Foundation	See Plans	
Shutters	None	
Porch/Deck	TRex	Beach Dune + Classic White
Fencing	None	
Driveways/Sidewalks	Concrete	
Signage	None	
Other		

Please submit all product brochures, paint color samples, and material samples with your application.

CERTIFICATION

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

1. I/We hereby attest to the fact that the above supplied parcel number(s) and legal description(s) is (are) the true and proper identification of the area of this petition.

2. I/We authorize staff from the Community Development Department to enter onto the property in question during regular city business hours in order to take photos which will be placed in the permanent file.

*3. I/We understand that Certificates of Approval are only valid for **one year** from issuance. They are renewable for six months without cause, and for an additional six months, upon showing of good cause by the applicant. The applicant must submit all requests for extensions in writing and provide appropriate support documentation, if needed.*

4. I/We understand that all changes to the approved scope of work stated in a COA have to be approved by the HDC before work commences on those changes. There will be no charge for a revision to a COA. Making changes that have not been approved can result in a Stop Work Order being placed on the entire project and/or additional fees/penalties.

5. It is understood that the approval of this application by the Historic District Council or staff in no way constitutes approval of a Building Permit for construction from the City of Fernandina Beach Building Department.

6. The COA review time period will not commence until your application is deemed complete by staff and may take up to 10 days to process.

7. Historic District Council meetings are conducted in a quasi-judicial hearing and as such ex-parte communications are prohibited (Communication about your project with a Historic District Council member).

11-15-16

Date **Signature of Applicant**

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 15 day of November, 2016

Kristina Dill — Kristina Dill

Notary Public: Signature **Printed Name** My [redacted]

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

KRISTINA DILL
Notary Public - State of Florida
My Comm. Expires Oct 26, 2018
Commission # FF 137680

Sylvie McCann

From: Jason Higginbotham
Sent: Thursday, November 17, 2016 11:40 AM
To: Angie Lester; Brenda Shubert; Gayle Murray; Harriet Davis; Holly Graf; Jacob Platt; Janet Harris; Jason Gregory; Jason Higginbotham; Jim Norman; Joseph Powers; Kaleigh Simmons; Karen Austin; Kathryn Watson; Kelly Gibson; Lavettaa Matthews; Linda Ottinger (lottinger@nassauso.com); Lori M Fransoso (Lori.M.Fransoso@usps.gov); Melissa Howard; Michelle Forstrom; Ray Eslinger (eeslinger@nassauso.com); Rena Williams (rkennedy@fpuc.com); Stephen Minahan; Sue Edwards; Sylvie McCann; Vicki Cannon
Subject: NEW ADDRESS - 327 N 4TH ST
Attachments: NEW_327 N 4TH ST_15NOV16.PDF

Good afternoon,

Name of street parcel is located: **N 4TH ST**
Parcel ID No. **00-00-31-1800-0017-0160**
Parcel is located on the **WEST** side of the road

Old address: **N/A**

Assigned address: **327 N 4TH ST**
Fernandina Beach, FL 32034
[mailbox & driveway off N 4th St]

Attached - address assignment application

Thank you,

Jason Higginbotham
Deputy Chief / Fire Marshal
Fernandina Beach Fire Department
Office: 516 S. 10th St, Fern. Bch, FL 32034
Email: jhigginbotham@fbfl.org
Office: (904) 310-3150
Cell: (904) 753-4293
WWW.FBFL.US/FIRE

"Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

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

Property Search Sales Search Nassau Home

OWNER NAME	SKIDMORE STEVE	PARCEL NUMBER	00-00-31-1800-0017-0160
MAILING ADDRESS	5308 ANTHONY LN	TAX DISTRICT	FERNANDINA BEACH (DISTRICT 2)
		MILLAGE	20.2467
		PROPERTY USAGE	VACANT RESIDENTIAL
	SARASOTA, FL 34233	DEED ACRES	0
LOCATION ADDRESS	DADE ST	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	BLOCK 17 LOTS 16 17 IN OR 2078/971 CITY OF FDNA BEACH	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

	2016 Preliminary Values
JUST VALUE OF LAND	$37,500
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$0
TOTAL MISC VALUE	$0
JUST OR CLASSIFED TOTAL VALUE	$37,500
ASSESSED VALUE	$37,500
EXEMPT VALUE	$0
TAXABLE VALUE	$37,500

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
VAC RES 000000	50	FF	21-3N-28

Building Information

There is no Building Information for this record.

Miscellaneous Information

There is no Miscellaneous Information for this record.

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
10/14/2016	2078/971	2078/971	114900	WD	Q	N	CMR ISLAND PROPERTIES LLC	SKIDMORE STEVE
10/14/2016	2078/969	2078/969	100	WD	U	N	SASSER JOHN E	CMR ISLAND PROPERTIES LLC
06/26/2014	1928/631	1928/631	34800	WD	Q	N	HALL CHARLES A & ANNETTE L	SASSER JOHN E
06/08/2002	990/1778	990/1778	15000	QC	U	N	BOARD OF COUNTY COMMISSIONERS	HALL CHARLES A & ANNETTE L

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

Property Search Sales Search Nassau Home

OWNER NAME	SKIDMORE STEVE	PARCEL NUMBER	00-00-31-1800-0017-0190
MAILING ADDRESS	5308 ANTHONY LN	TAX DISTRICT	FERNANDINA BEACH (DISTRICT 2)
		MILLAGE	20.2467
		PROPERTY USAGE	VACANT RESIDENTIAL
	SARASOTA, FL 34233	DEED ACRES	0
LOCATION ADDRESS	4TH ST N	HOMESTEAD	N
	FERNANDINA BEACH 32034	PARCEL MAP RECORD	MAP THIS PARCEL
SHORT LEGAL	BLOCK 17 LOT 19 IN OR 2078/971 CITY OF FDNA BEACH	TAX COLLECTOR SEARCH	NASSAU TAX COLLECTOR LINK
		PROPERTY RECORD CARD	LINK TO PROPERTY RECORD CARD (PDF)

	2016 Preliminary Values
JUST VALUE OF LAND	$18,750
LAND VALUE AGRICULTURAL	$0
TOTAL BUILDING VALUE	$0
TOTAL MISC VALUE	$0
JUST OR CLASSIFED TOTAL VALUE	$18,750
ASSESSED VALUE	$18,750
EXEMPT VALUE	$0
TAXABLE VALUE	$18,750

Land Information

LAND USE	LAND UNITS	LAND UNIT TYPE	SEC-TWN-RNG
VAC RES 000000	25	FF	21-3N-28

Building Information

There is no Building Information for this record.

Miscellaneous Information

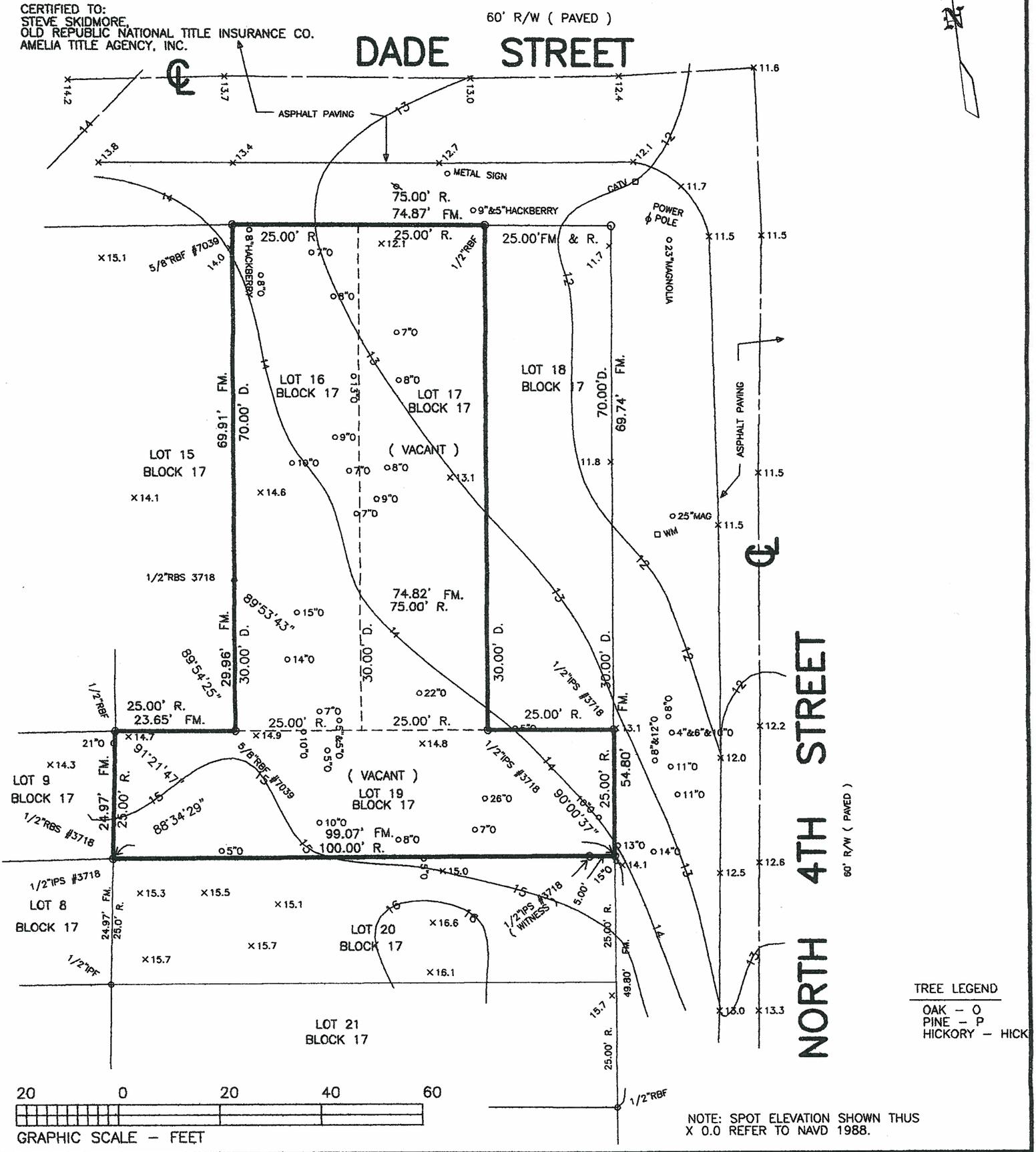
There is no Miscellaneous Information for this record.

Sales Information

SALE DATE	BOOK / PAGE	BOOK / PAGE	PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
10/14/2016	2078/971	2078/971	114900	WD	Q	N	CMR ISLAND PROPERTIES LLC	SKIDMORE STEVE
12/08/2015	2017/1369	2017/1369	80000	WD	U	Y	HALL CHARLES G & ANNETTE	CMR ISLAND PROPERTIES LLC
08/01/2002	1072/533	1072/533	16000	QC	U	N	TIITF STATE OF FLORIDA	HALL CHARLES G & ANNETTE

MAP SHOWING BOUNDARY AND TOPOGRAPHIC SURVEY OF
LOTS 16, 17 AND 19, BLOCK 17,
LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, AND KNOWN AND DESCRIBED UPON AND ACCORDING TO THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857, AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

CERTIFIED TO:
STEVE SKIDMORE,
OLD REPUBLIC NATIONAL TITLE INSURANCE CO.
AMELIA TITLE AGENCY, INC.



TREE LEGEND
OAK – O
PINE – P
HICKORY – HICK

NOTE: SPOT ELEVATION SHOWN THUS X 0.0 REFER TO NAVD 1988.

COASTAL LAND SURVEYORS

& MAPPERS, INC.
34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL. 904-261-8950 FAX 904-277-6650

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR CHAPTER 180-7, GEORGIA STATUTES.

LICENSED BUSINESS NO. 6412

JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

BEARINGS BASED ON N/A

PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE X AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP, COMMUNITY NO. 120172 PANEL NO. 0237F DATED 12-17-10.

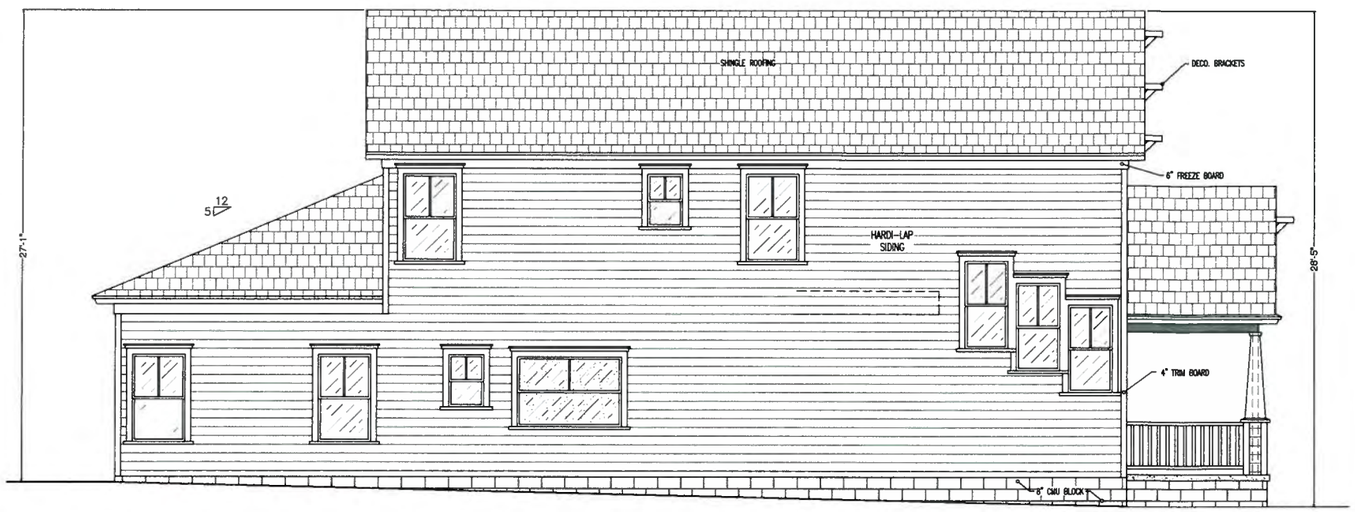
DATE OF SURVEY: SEPTEMBER 21, 2016
SCALE 1"=20'
JOB NO. 1411-08A F.B. 332

CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.

LEGEND:

IRON PIPE FOUND – IPF
IRON PIPE SET – IPS
RE/BAR FOUND – RBF
NOT TO SCALE – NTS
BUILDING RESTRICTION LINE – BRL
CONCRETE MONUMENT FOUND – CMF
STAINLESS STEEL PIPE FOUND – SSPF
RIGHT-OF-WAY – R/W
POINT OF CURVE – PC POINT OF TANGENCY – PT
CENTERLINE – ℄ OFFICIAL RECORDS BOOK – O.R.B.
POWER LINE ---P----
PLAT – P.
FIELD MEASURED – FM.
RECORD – R. DEED – D.
POWER POLE – O
CONCRETE – CONC.
FENCE ----X----
RIGHT-OF-WAY – R/W
POINT OF REVERSE CURVE – PRC
CABLE TV BOX – CATV
WATER METER – WM

THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

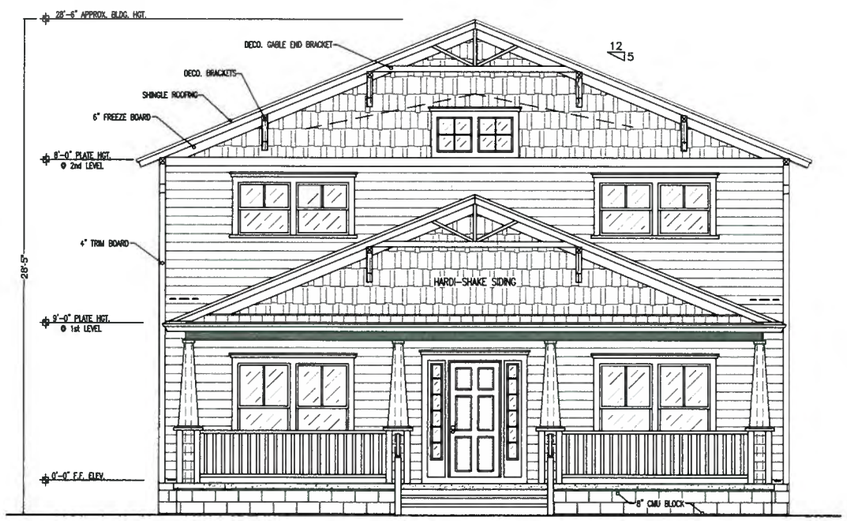


LEFT ELEVATION

SCALE: ¼"=1'

REAR ELEVATION

SCALE: ¼"=1'



FRONT ELEVATION

SCALE: ¼"=1'

RIGHT ELEVATION

SCALE: ¼"=1'

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B2.0

SHEET #	(8) OF (11)
PROJECT NAME:	SKIDMORE DADE ST.
PROJECT #:	16.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	11.14.16

DOWNS DRAFTING & DESIGN LLC
1020 Little Brook Ct.
Jacksonville, FL 32218
(904)536-0857
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OWNER / BUILDER

SKIDMORE RESIDENCE

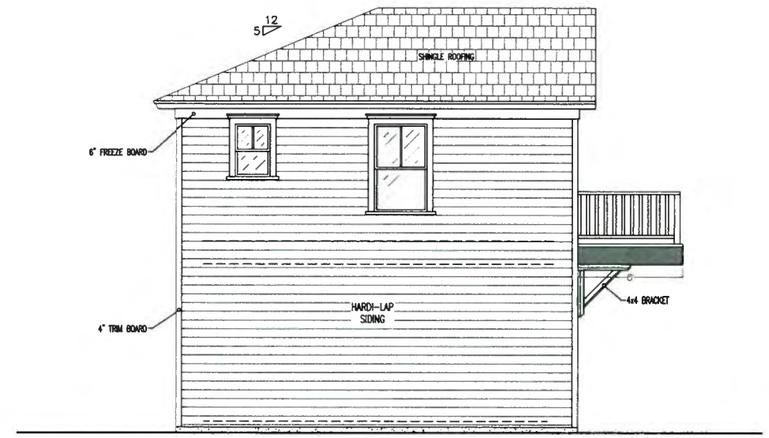
PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE, FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

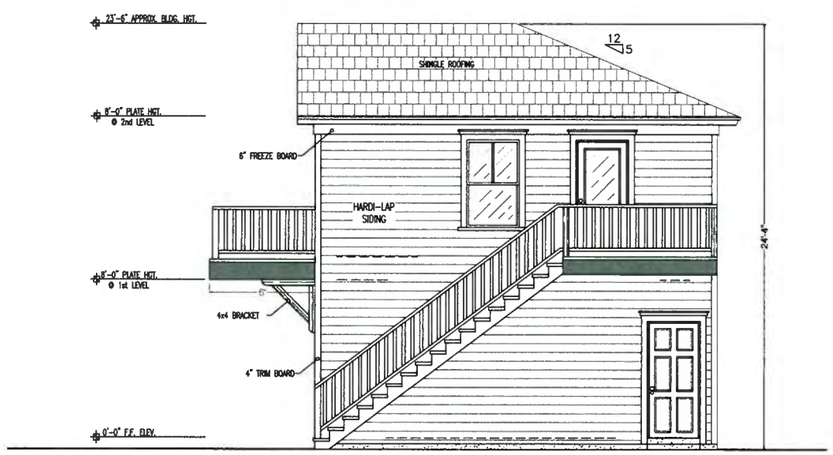
LEFT ELEVATION

SCALE: ¼"=1'



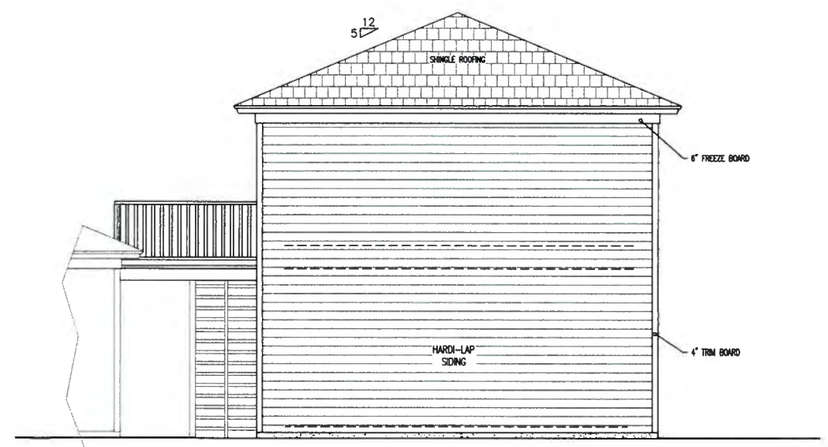
REAR ELEVATION

SCALE: ¼"=1'



FRONT ELEVATION

SCALE: ¼"=1'



RIGHT ELEVATION

SCALE: ¼"=1'

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B2.1

SHEET #	(3) OF (11)
PROJECT NAME:	SKIDMORE DADE ST.
PROJECT #:	18.10.03
DRAWN BY:	WMD
CHECKED BY:	MGH
SCALE:	¼"=1'-0"
DATE:	11.14.18

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Jacksonville, FL 32218
(904)536-0857
downsdraftinganddesign@gmail.com

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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE,FL 32216
PHONE: (904)721-7676
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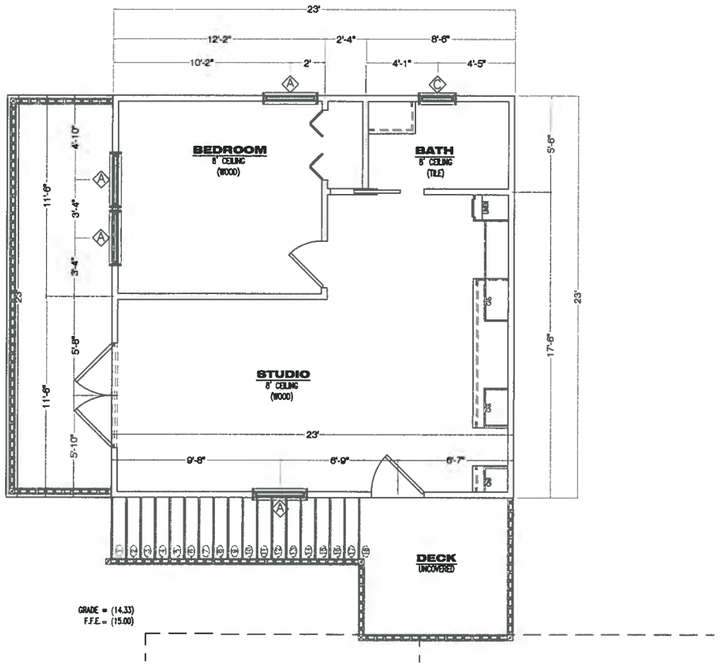
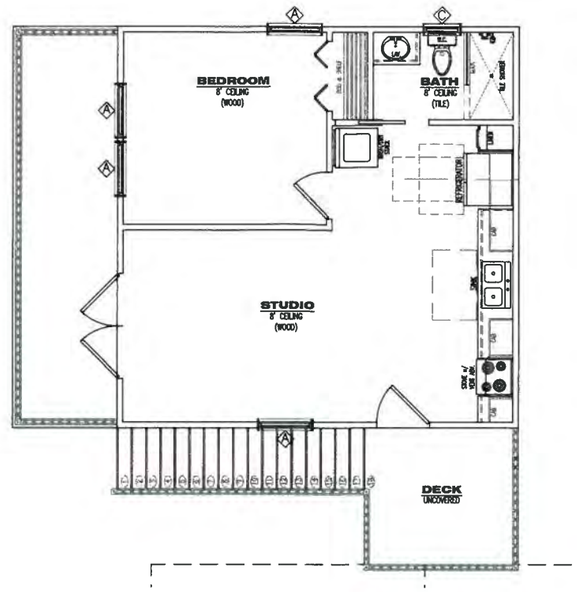


2nd LEVEL FRAMING PLAN

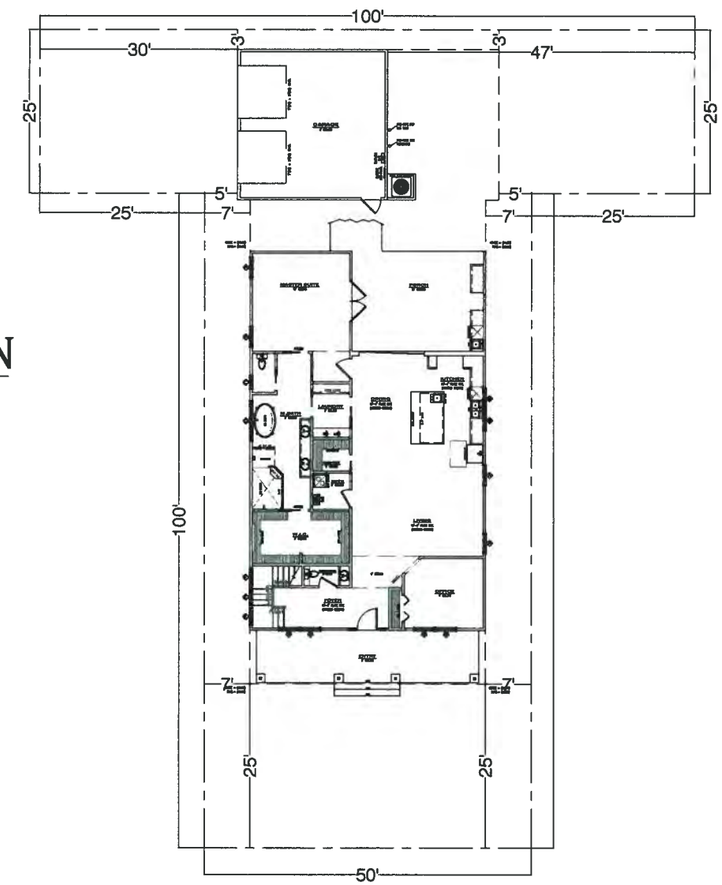
SCALE: ¼"=1'



2nd LEVEL ELECTRICAL PLAN

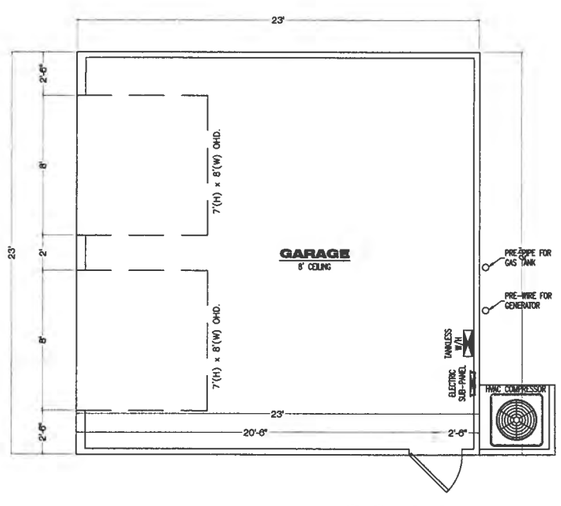
SCALE: ¼"=1'

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL LIVING	CONDITIONED	1,777 sq.ft.
2nd FL LIVING	CONDITIONED	499 sq.ft
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
GARAGE 1st FL	UNCONDITIONED	529 sq.ft
GARAGE 2nd FL	CONDITIONED	529 sq.ft
TOTAL A/C		2,805 sq.ft.
TOTAL U/R		3,918 sq.ft.



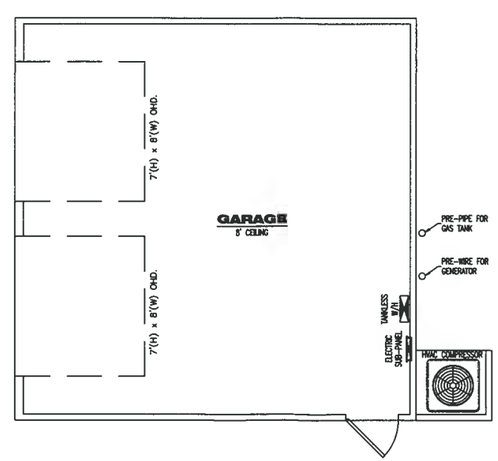
SITE LAYOUT

N.T.S.



1st LEVEL FRAMING PLAN

SCALE: ¼"=1'



1st LEVEL ELECTRICAL PLAN

SCALE: ¼"=1'

B5.0

SHEET # (7) OF (11)
PROJECT NAME: SKIDMORE DADE ST.
PROJECT #: 16.10.03
DRAWN BY: WMD
CHECKED BY: MGH
SCALE: ¼"=1'-0"
DATE: 11.14.16

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OWNER / BUILDER

SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
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MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE, FL. 32216
PHONE: (904)721-7676
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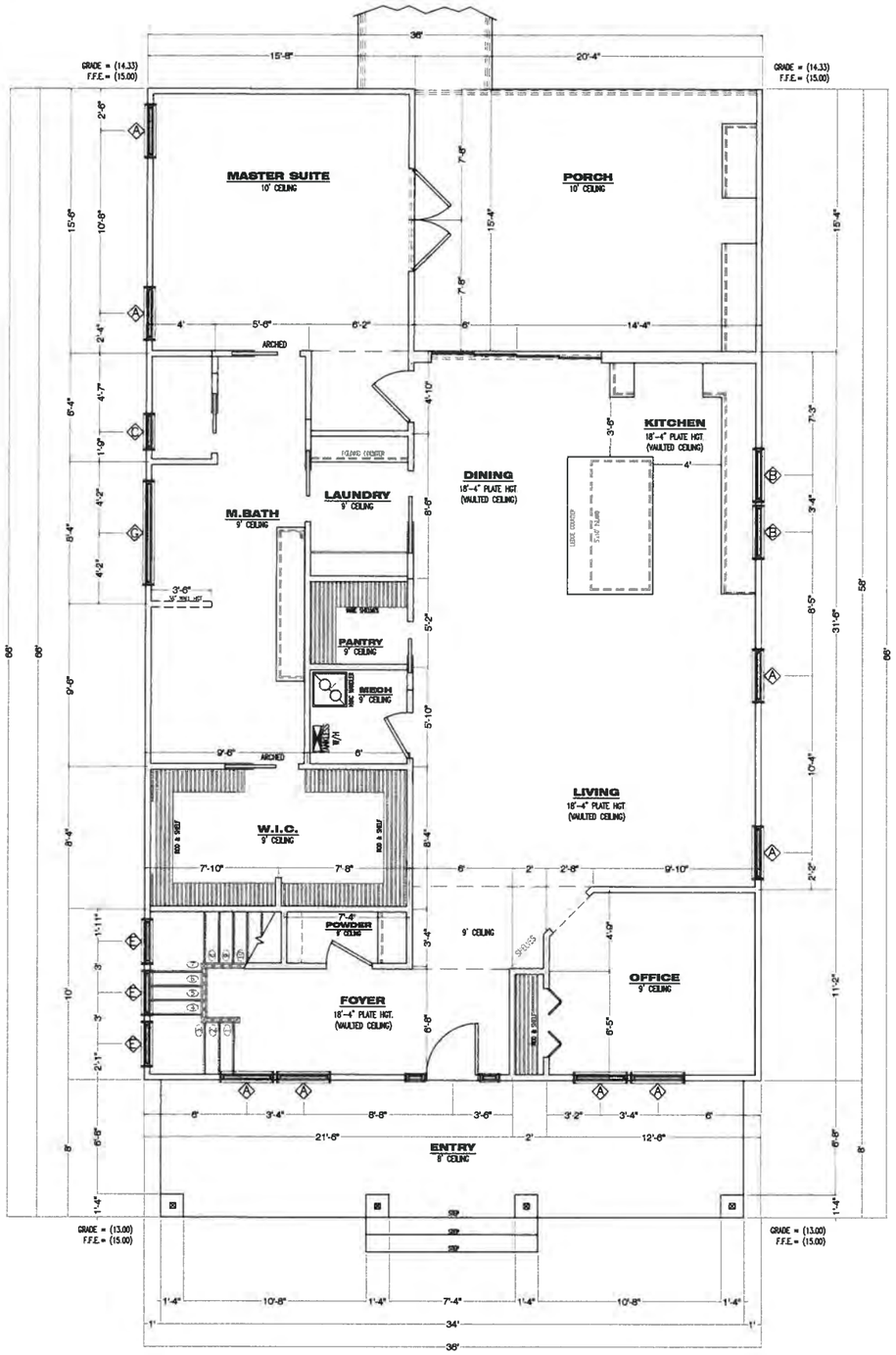

1st LEVEL FRAMING PLAN

SCALE: ¼"=1'

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL. LIVING	CONDITIONED	1,777 sq. ft.
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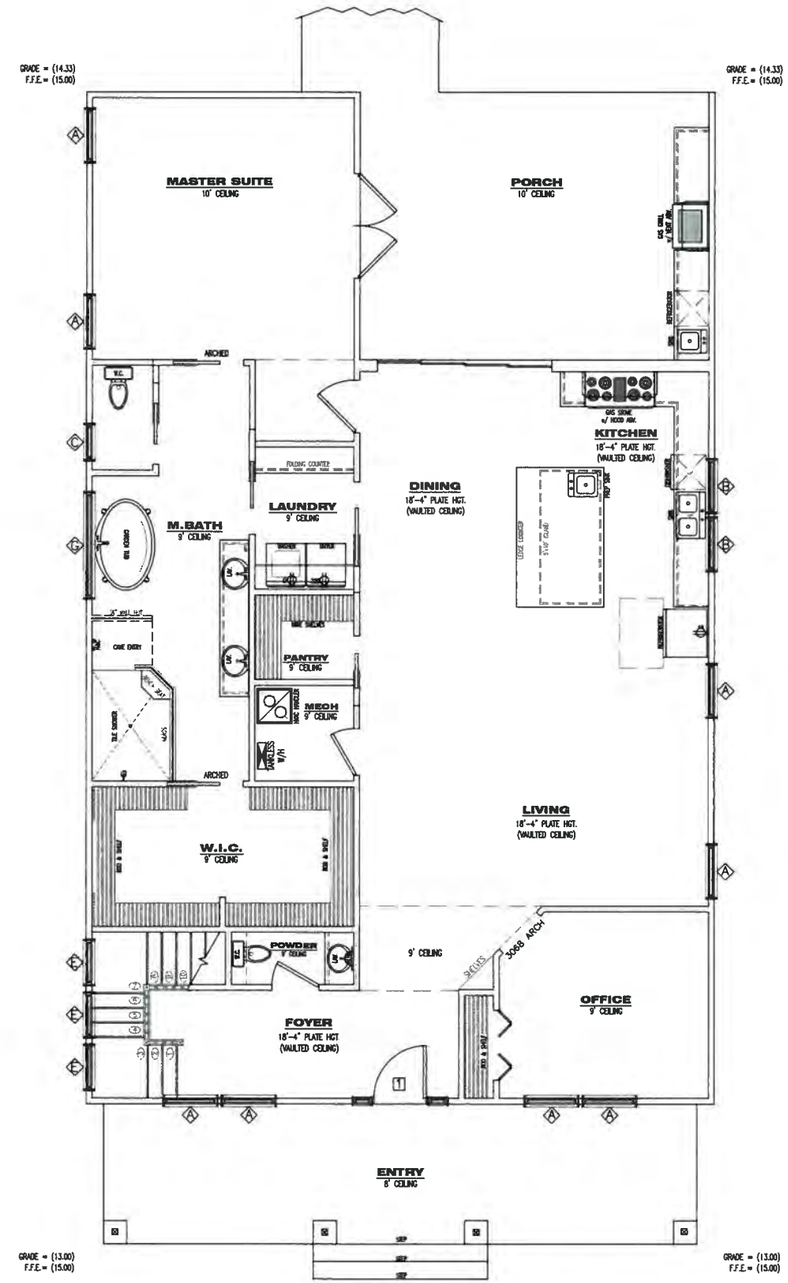
TOTAL U/R		3,918 sq. ft.



1st LEVEL ELECTRICAL PLAN

SCALE: ¼"=1'

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B5.0

SHEET #:	(7)OF (11)
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(904)536-0857
downsdraftinganddesign@gmail.com

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OWNER / BUILDER

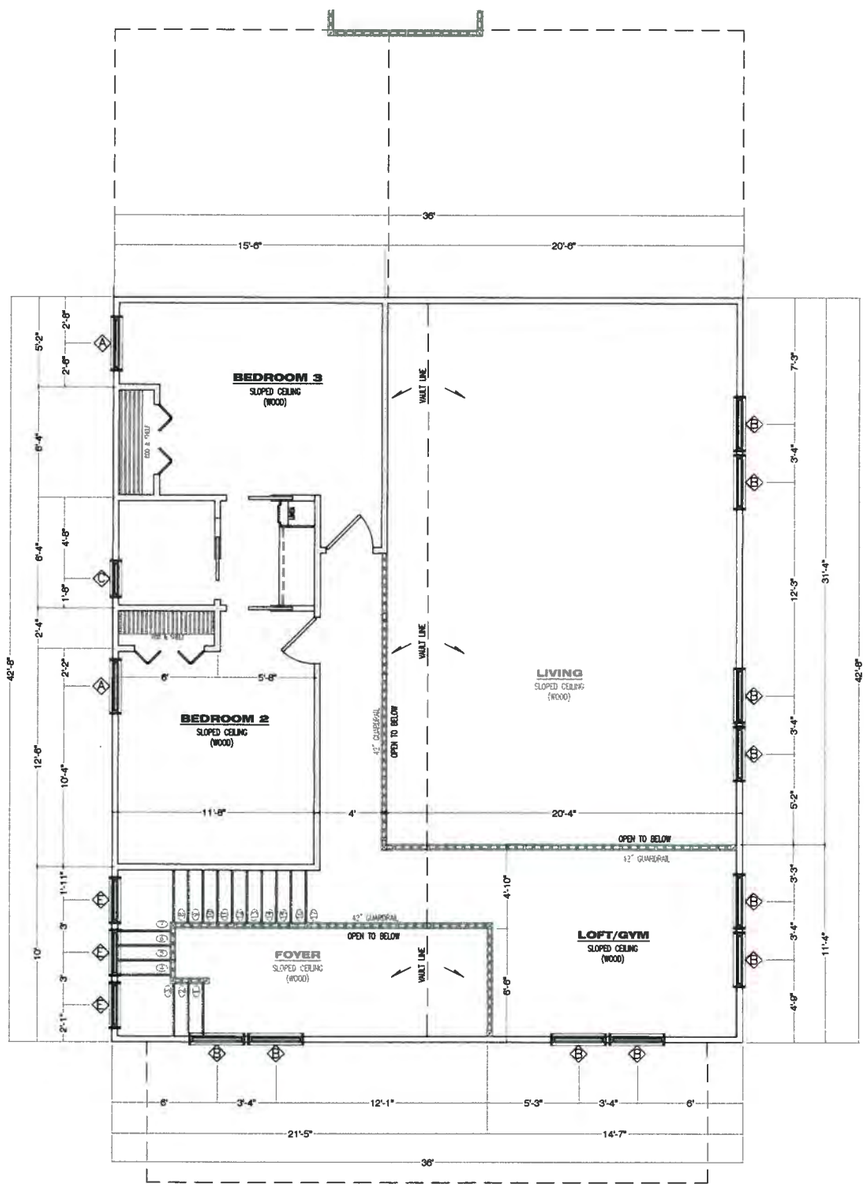
SKIDMORE RESIDENCE

PROJECT ADDRESS

0000 DADE ST.
FERNANDINA BEACH, FL.
32034

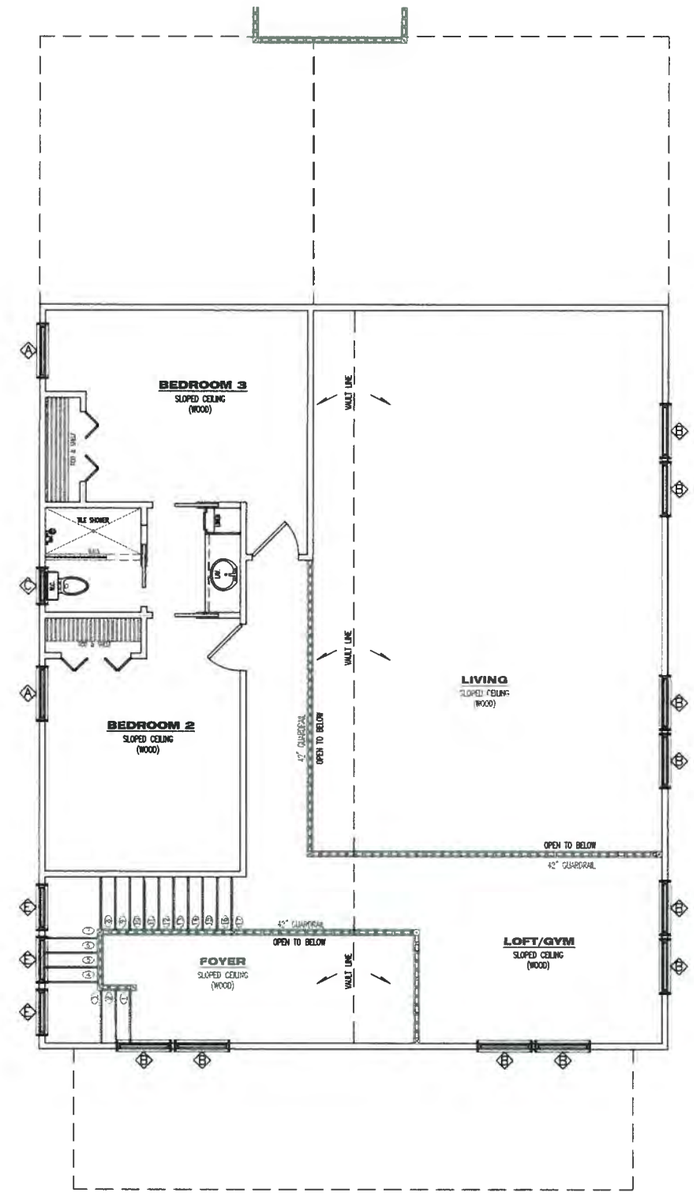
MICHAEL G. HOLDER
PE# 16215
7441-2 SILVER LAKE TERRACE
JACKSONVILLE,FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

SQUARE FOOTAGE		
AREA	TYPE	FOOTAGE
1st FL LIVING	CONDITIONED	1,777 sq.ft.
2nd FL LIVING	CONDITIONED	499 sq.ft.
ENTRY	UNENCLOSED	272 sq.ft.
PORCH	UNENCLOSED	312 sq.ft.
GARAGE 1st FL	UNCONDITIONED	529 sq.ft.
GARAGE 2nd FL	CONDITIONED	529 sq.ft.
TOTAL A/C		2,805 sq.ft.
TOTAL U/R		3,918 sq.ft.



2nd LEVEL FRAMING PLAN

SCALE: ¼" = 1'



2nd LEVEL ELECTRICAL PLAN

SCALE: ¼" = 1'

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B5.1

SHEET #: (8) OF (11)
PROJECT NAME: SKIDMORE DADE ST.
PROJECT #: 16.10.03
DRAWN BY: WMD
CHECKED BY: MGH
SCALE: ¼"=1'-0"
DATE: 11.14.16

DOWNS DRAFTING & DESIGN LLC
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Jacksonville, FL 32218
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JACKSONVILLE, FL 32216
PHONE: (904)721-7676
FAX: (904)721-7685

4004-4

National Trust for Historic Preservation

4004-4A
Window Screen

4004-4B
Pacific Coast

4004-4C
La Fonda Midnight

7006-1

National Trust for Historic Preservation

7006-1
Homestead Resort Jefferson White

Steve Skidmore
Dade & 4th Street Residence
Fernandina Beach Fl, 32034

Exterior Elements Profile

6" Lap Siding

Hardi-Shade Staggered Edge Siding

House Color – LA FONDA MIDNIGHT (Valspar)

House Trim – HOMESTEAD RESORT JEFFERSON WHITE (Valspar)

Architectural Shingle – CHARCOAL

Decking – BEACH DUNE (Trex) & CLASSIC WHITE (Trex)

ELAN glass

Elan features deep, hand-cut bevels and black chrome medallions to beautifully refract daylight into your home. Soft wave glass frames the door lite, and extra wide caming adds a truly distinctive touch. Celebrate your home and add curb appeal that leaves a lasting impression.

Black Chrome caming

GLASS PRIVACY RATING

2

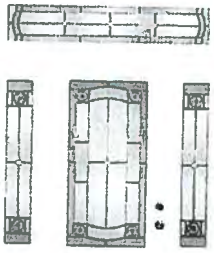
Clear — Obscure

Masonite® HD Steel full lite with Elan glass – shown in Peppercorn finish

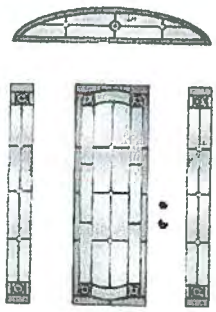
Morelite Camber-Top

Morelite

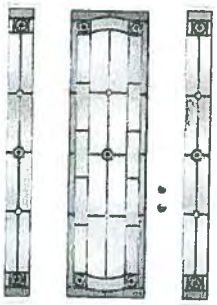
¾ Lite Hollister™



¾ Lite, Rectangle Transom, ¾ Sidelite



Full Lite, Ellipse Transom, Full Sidelite

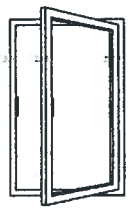


Full 8 Foot Lite, Full 8 Foot Sidelite

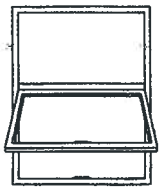
DESIGN YOUR WINDOWS IN 4 EASY STEPS

1 SELECT YOUR WINDOW STYLE*

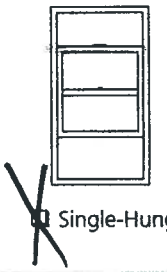
* See pages 6-8 for Product Line Availability



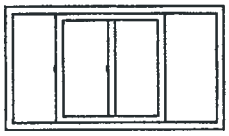
❑ Casement



❑ Awning



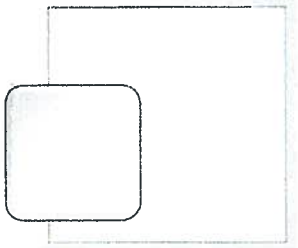
☒ Single-Hung



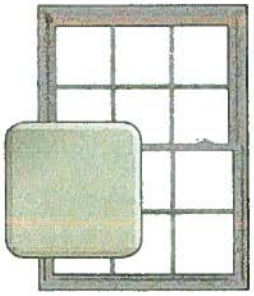
❑ Horizontal Sliding

2 CHOOSE YOUR MATERIAL AND FRAME COLOR

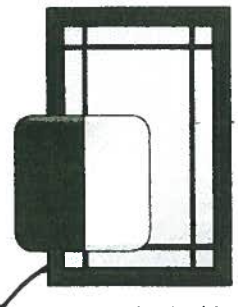
VINYL COLORS



❑ White



❑ Desert Sand



☒ Bronze Exterior / White Interior

3 CHOOSE YOUR GLASS

TINTED GLASS

❑ Gray

❑ Green

❑ Azurlite

❑ Graylite

❑ Bronze

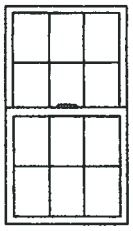
❑ Bronze Reflective

TEXTURED GLASS

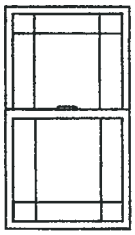
❑ Obscure

4 CHOOSE YOUR GRILLE

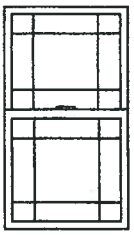
DECORATIVE GRILLES



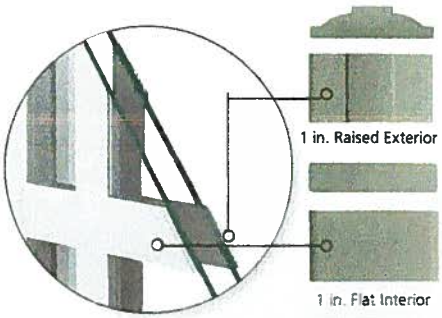
☒ Colonial



❑ Prairie Frame



❑ Prairie Glass



❑ Simulated Divided Lites (SDL)

❑ White

❑ Desert Sand

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10 YEAR LIMITED WARRANTY Aluminum Products

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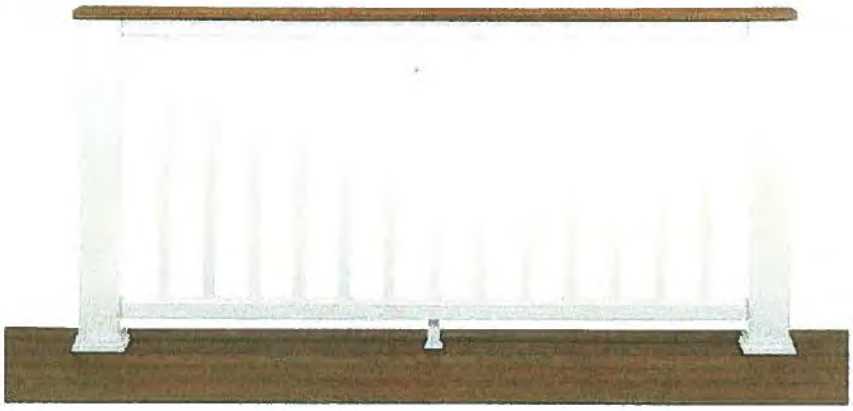
GP-1 See a look you love? Order by Trex look number through a Lowe's associate.

SPICED RUM

Trex Transcend



Coordinate It Rails: Classic White with Spiced Rum cocktail rail | Posts: Classic White
Balusters: Classic White composite

Contrast It Rails: Charcoal Black aluminum | Posts: Vintage Lantern
Balusters: Charcoal Black square aluminum

Change It Up Rails: Vintage Lantern | Posts: Classic White
Balusters: Charcoal Black round aluminum

NO
PARKING
OR
STANDING
ANYTIME

HISTORIC DISTRICT COUNCIL STAFF REPORT
HDC 2016-32 AMENDMENT
MAY 24, 2018

Owner/Applicant:	Steve Skidmore				
Property Address:	327 N. 4th Street				
Requested action:	Certificate of Approval (COA) to Amend COA to add a drive at front yard and alter design of railings at top of accessory structure stairs				
Current zoning:	R-2				
FLUM land use category:	Medium Density Residential				
Existing uses on the site:	Single-Family Residential				
FL Master Site File #	N/A				
Year Built:	N/A				
Contributing Status:	Non-Contributing				
Adjacent Properties:	North	Single-Family Residential	R-2		
	South	Vacant	R-2		
	East	Vacant	R-2		
	West	Vacant	R-2		

All required application materials have been received. All fees have been paid. All required notices have been made.

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

HDC 2016-32 Amendment was approved March 13, 2018.
The applicant is requesting to amend the COA to allow for the creation of a driveway in the front-yard, and modifications to the railings at the top of the exterior stairs to the accessory dwelling.

CASE HISTORY	
Date	**Action**
12/15/2016	HDC 2016-32 heard before the HDC and approved
01/10/2018	Responding to citizen concerns, staff conducted a site visit and found work being performed beyond the scope of the approved COA
01/11/2018	Stop work order placed on all exterior work by Building Department
01/16/2018	Applicant paid an After-the-fact fee of $750 and submitted application to seek approval for amendments to HDC 2016-32
02/15/2018	HDC 2016-32 Amendment heard before the HDC – continued to March 15, 2018
03/15/2018	HDC 2016-32 Amendment approved with conditions: 1. Exterior Muntins (grilles) be added to windows; 2. Front porch wall be painted blue, as originally approved; 3. 6 foot wood fence approved as presented; 4. HVAC moved to location under garage stairs; 5. Window are rear gable approved as presented; 6. Railing at stair landing of garage apartment to be solid for no more than 1 foot with open railing up to 3' height; 7. Circular driveway to be removed.

APPLICABLE GUIDELINES:

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. **A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
2. **The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
3. **Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
4. **Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
5. **Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**
   Findings: *Complies* ☐ *Does not Comply* ☐ *N/A* ☒
6. **Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in**

design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

Findings: Complies ☐ Does not Comply ☐ N/A ☒

7. **Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**

Findings: Complies ☐ Does not Comply ☐ N/A ☒

8. **Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**

Findings: Complies ☐ Does not Comply ☐ N/A ☒

9. **New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**

Findings: Complies ☒ Does not Comply ☐ N/A ☐

10. **New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

Findings: Complies ☒ Does not Comply ☐ N/A ☐

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE

2.02.03 Historic District Overlays

The Historic District Overlays are intended to preserve the form, function, image, residential balance, and ambiance of the historic Centre Street and surrounding area as the ceremonial, civic, and cultural center of the City. The Overlays also cover the Old Town Historic District as well as the Amelia Island Lighthouse, Oxley-Heard Funeral Home, and Peck Center. The Historic District Overlay Boundaries are incorporated by reference through City of Fernandina Beach Ordinance numbers 526, 749, 846, 1995-12, 1997-24, and 2010-24. Areas within the Historic District Overlays shall be planned and managed following the guidelines established for the construction and renovation of buildings and use of land within the Historic Districts.

7.01.01 Access and Driveway Design Requirements

The following standards shall apply to all driveways or access points from a lot or parcel onto a public street:

A. The maximum number of access points for a lot is set forth in Table 7.01.01(A).
B. Platted lots of record on the effective date of this LDC which have fewer frontages than required in Table 7.01.01(A) shall be allowed one (1) access point.
C. No point of access shall be allowed within 100 feet of the intersection of the centerlines of any public street, except for single-family dwellings located on local streets intersecting with a local street, where the minimum separation shall be fifty (50) feet.
D. Access ways or driveways for corner lots shall be located on the street with the lower functional classification.
E. Driveways shall comply with the following standards:
    a. Residential driveways shall be a minimum of twelve (12) feet in width and a maximum of twenty (20) feet in width.
    b. Non-residential driveways shall be twenty-five (25) feet in width; when two (2) or more uses share a driveway, the width may be increased to thirty-five (35) feet. When a landscaped

median is provided, the total width shall not exceed fifty (50) feet.

c. The minimum inside turning radius shall be fifteen (15) feet. No part of the turning radius shall extend over the property line.

F. Concrete shall be 3,500 PSI with fiber and six (6) inches in depth in all rights-of-way.

G. The alley and driveway easements are to the property line of structures served and are not required inside the property line.

   a. For residential subdivisions on any local roadway, a secondary access may be provided through an easement for emergency vehicles.
   b. For residential subdivisions on a cul-de-sac;
   c. The maximum number of lots shall be limited to twenty (20); and
   d. The maximum length of the cul-de-sac shall be limited to 800 feet.

H. No curbs shall be cut or altered, and no points of access or openings for vehicles onto a public street shall be established, without a permit issued by the City.

I. Approval from FDOT or the County is required for any access onto a road under their jurisdiction.

J. The location, design, and construction of driveway connections shall comply with the FDOT Roadway Traffic Design Standards

K. All driveways shall be designed and constructed to comply with all drainage standards of the City and shall be improved with a permanent paving material.

8.00.01 Intent

It is declared as a matter of public policy that protection, enhancement, perpetuation and use of sites of aesthetic, archaeological, architectural, cultural, historical and paleontological merit or value is in the interests of the health, prosperity, safety and welfare of the people of Fernandina Beach. The City Commission finds that the irreplaceable loss of these resources to the community would detrimentally affect the community as a whole. It is therefore the intent of this chapter to:

A. Effect and accomplish the protection, enhancement and perpetuation of buildings, structures, improvements, sites, districts, landscape features, and archaeological and paleontological resources that represent distinctive elements of the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific, and social history;

B. Safeguard the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific and social heritage, as embodied and reflected in such structures, sites, and districts;

C. Foster awareness and pride in the accomplishments and events of the City's past;

D. Protect and enhance the City's attraction to residents, tourists, and visitors, and serve as an economic stimulus to business and industry;

E. Stabilize and improve property values and encourage compatible redevelopment;

F. Enhance the visual and aesthetic character of the City; and

G. Promote the use of individual structures, sites, and districts for the education, leisure, and welfare of the people of Fernandina Beach.

8.00.03 Relationship to Comprehensive Plan

The following standards implement Goal 11: Historic Preservation Element of the Fernandina Beach Comprehensive Plan to identify, preserve, and protect historic and cultural resources within the City.

8.01.01.01 Standards for Development in the Historic District Overlays

A. The review of proposed development within the Historic District Overlays shall be based upon the latest edition of Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings from the U.S. Secretary of Interior.

B. The review of proposed development within the Historic District Overlay shall also be based upon compliance with the Downtown Historic District Guidelines, dated December 1999, as amended from time to time. The review of proposed development within Old Town shall be based upon compliance with the Old Town Preservation and Development Guidelines, dated June 1999, as amended from time to time.
C. In addition to standards applicable to the underlying zoning district, new construction within the Historic District Overlay shall be compatible with the existing character of the landmark or the district. Compatible design means architectural design and construction that will fit harmoniously into the district or the landmark site. New construction shall be compatible in scale, materials, and quality of construction with adjacent buildings and structures that have been designated.

8.02.02 Historic District Council Roles and Responsibilities

The HDC shall have the duty and responsibility to:

C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.

DOWNTOWN HISTORIC DISTRICT GUIDELINES

PORCH STAIRS AND RAILINGS (pg. 87)

If porch stairs or railings are in need of replacement, match new components to the original porch in terms of design and materials.

1. All elements of a historic porch, including steps and railings are important to the architectural integrity of the building. Retain these components when possible.
2. Porch steps and railings are subject to regular use. Check them often and make repairs with materials that match the original.
3. If an individual porch step and rail requires replacement, use materials that match the originals.
4. The use of materials such as brick, concrete, or wrought iron steps for wooden front porches is not recommended.
5. Do not use pre-cast concrete steps on entrances that are in public view.
6. If desired, adding wooden or metal handrails may be appropriate if they are compatible with the style and design of the building.
7. In most cases, balusters or railings must be a minimum of finished dimensions of three inches by three inches. Simple painted wood railings with balusters between the top and bottom rail are generally appropriate.

GROUND SURFACES (pg. 99)

Historic sidewalks, driveways, planting patterns, and grades should be preserved. If replacements or new elements are required, patterns of placement and material should be retained.

1. Follow guidelines for masonry to retain and maintain historic placement, materials, and design for ground surface elements like walkways and drives.
2. Keep landscaping maintained so that vegetation does not cause damage to masonry features.
3. Maintain compatibility between private ground materials like walkways and drives and public materials like sidewalks.
4. Traditional materials such as brick pavers, oyster shell, gravel, and concrete are recommended for

new ground surfaces. Patterned concrete and permeable concrete are also acceptable and preferred over asphalt. Concrete ribbons, versus complete coverage of a driveway area, were commonly used. Their design is traditional and also decreases the amount of water run-off.

ANALYSIS:

The applicant is proposing to add a paver driveway to the front yard of the property. The applicant has submitted multiple designs and has indicated their preferred design.

The driveway matches the existing paver driveway/ walkways at the rear of the property.

The applicant is also seeking to change the design of the railings at the top of the exterior staircase to the accessory dwelling. The board had previously approved a change that required the half-wall to be solid for no more than 1ft. Due to the dimensions of the floor, the applicant is proposing an alteration which will better work with the current construction and achieve the intention of giving this space more visual openness from the front and rear.

STAFF RECOMMENDATION:

Staff finds that the requested action is substantially consistent with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant Approval.

Staff recommends APPROVAL of this amendment to HDC 2016-32

MOTION TO CONSIDER:

I move to **approve or deny** this amendment to HDC case number 2016-32 **with or without** conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

That HDC case 2016-32 amendment, as presented, **is or is not** substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

LIST OF EXHIBITS:

EXHIBIT 1 HDC 2016-32 Driveway /Railing Designs

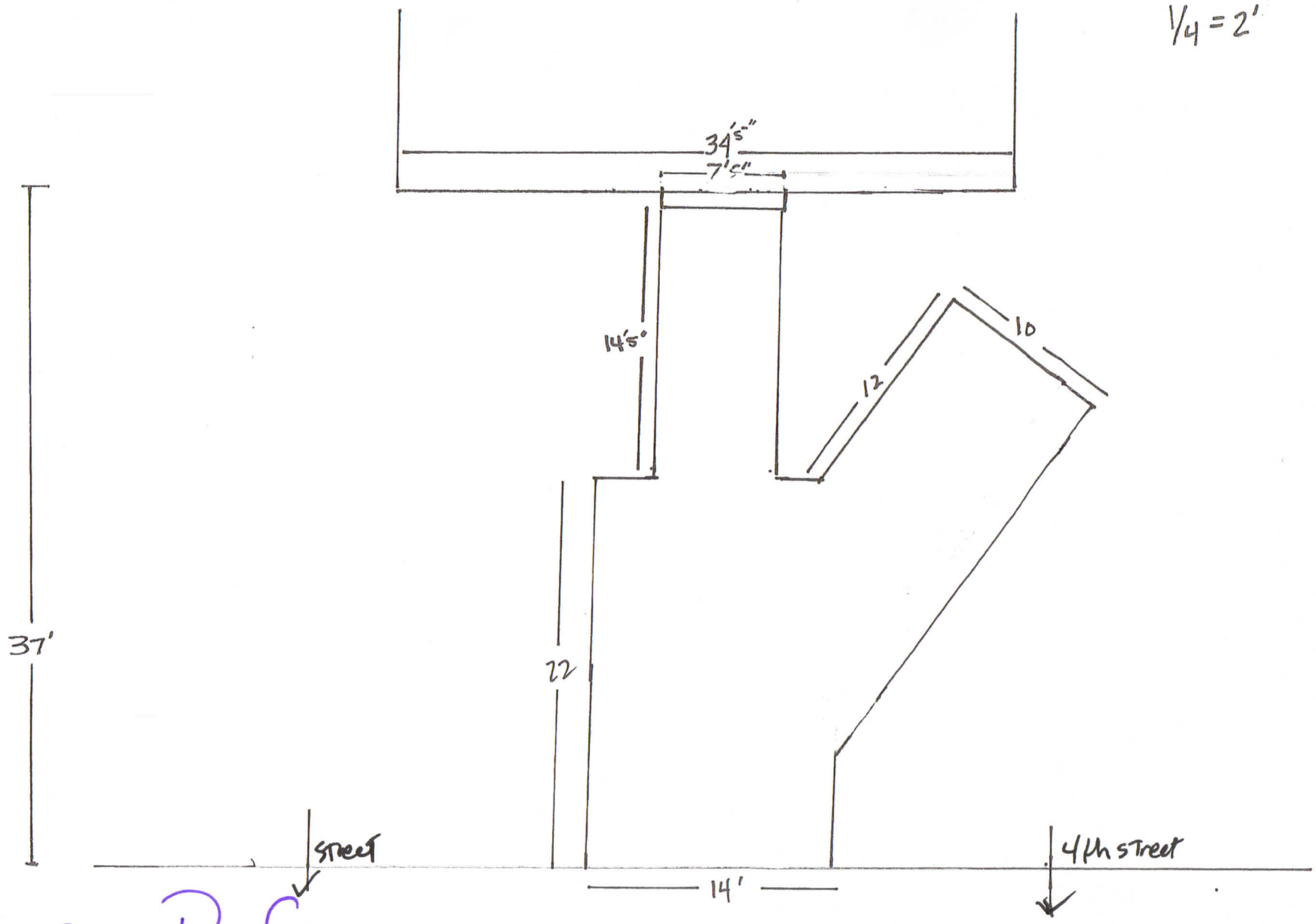
Respectfully Submitted,

Salvatore J. Cumella
Historic Preservation Planner

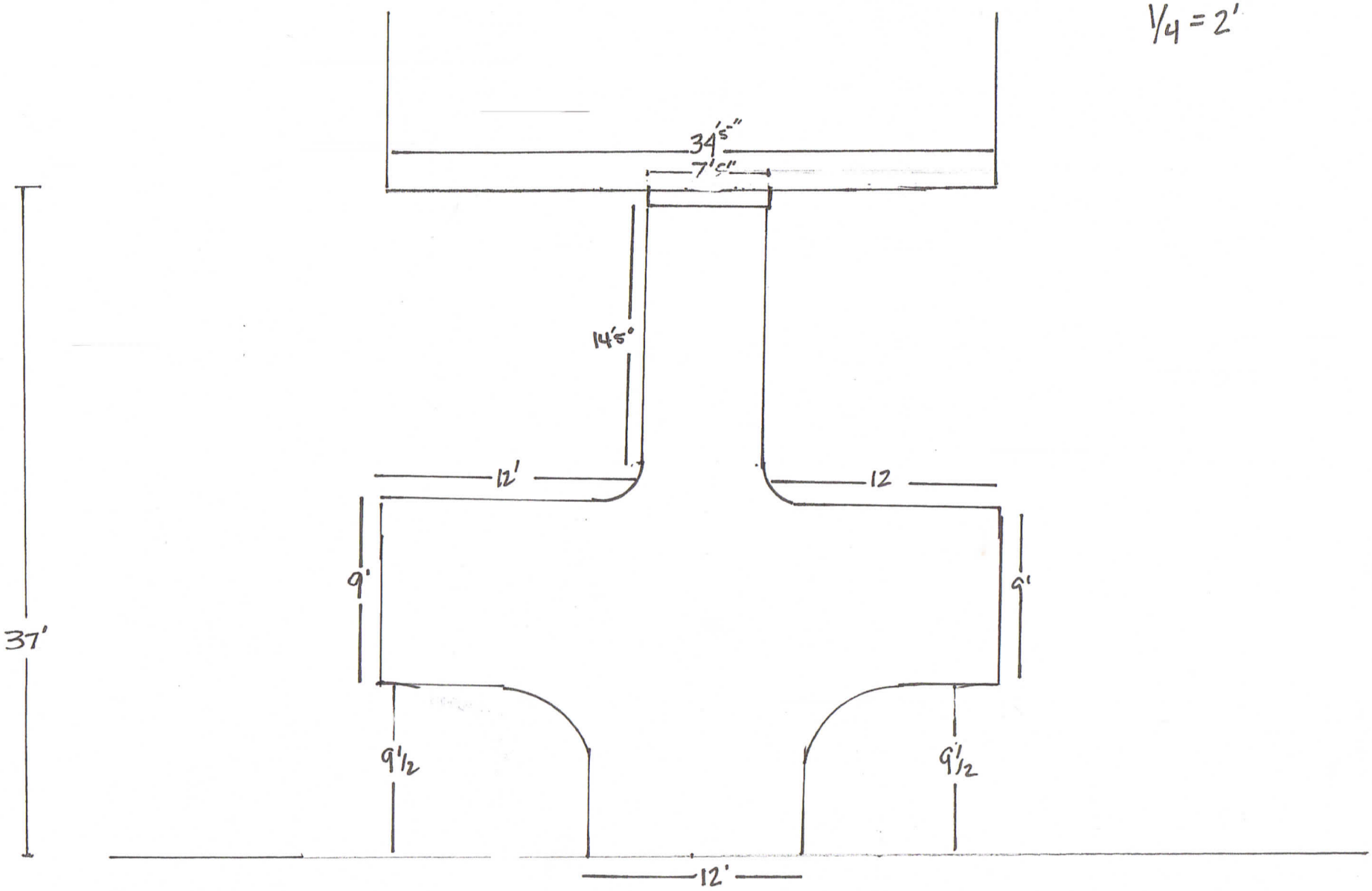
HDC 2016-32 Amendment

EXHIBIT 1

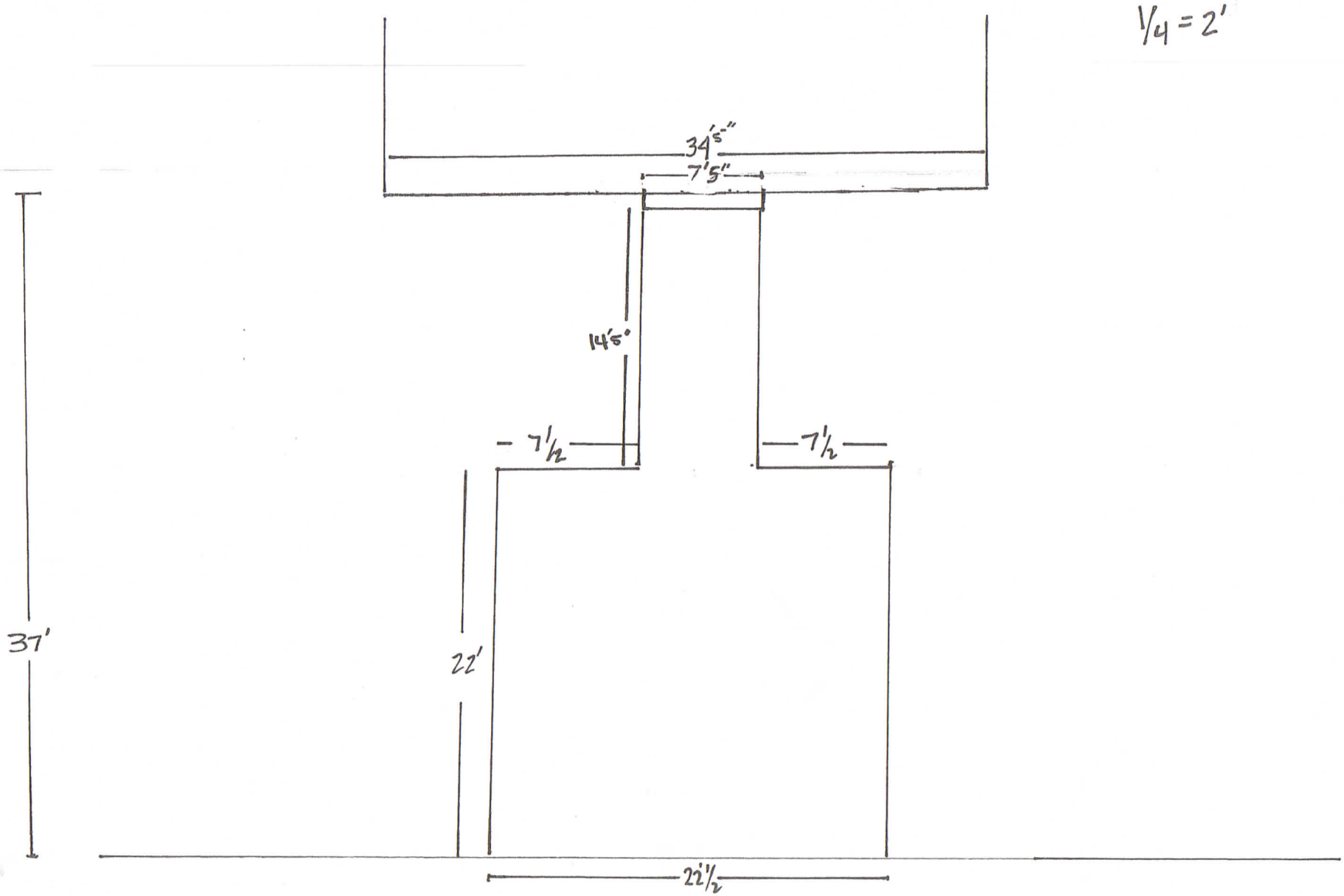
Driveway/ Railing Designs



Our Preference



Option 1



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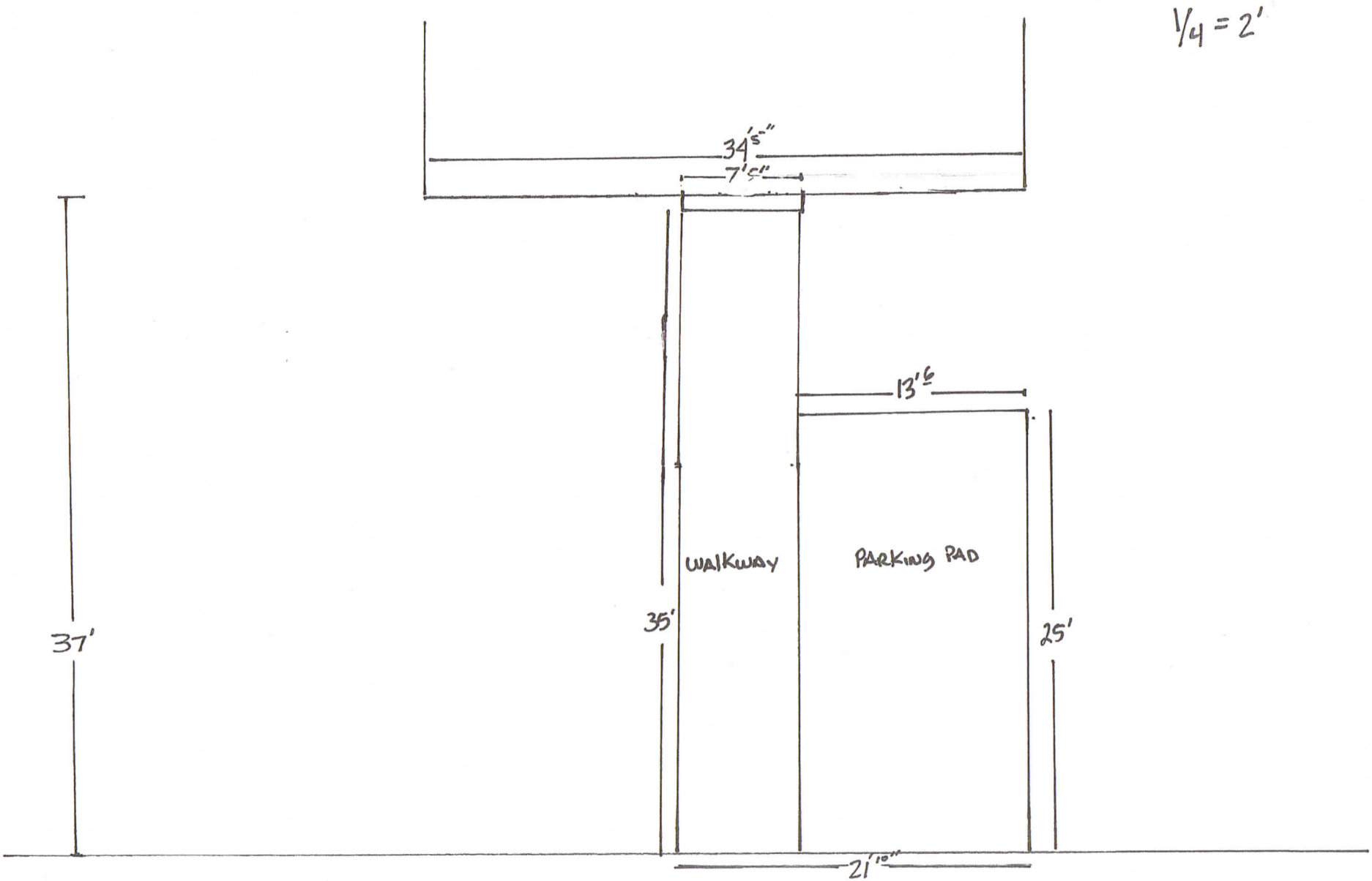

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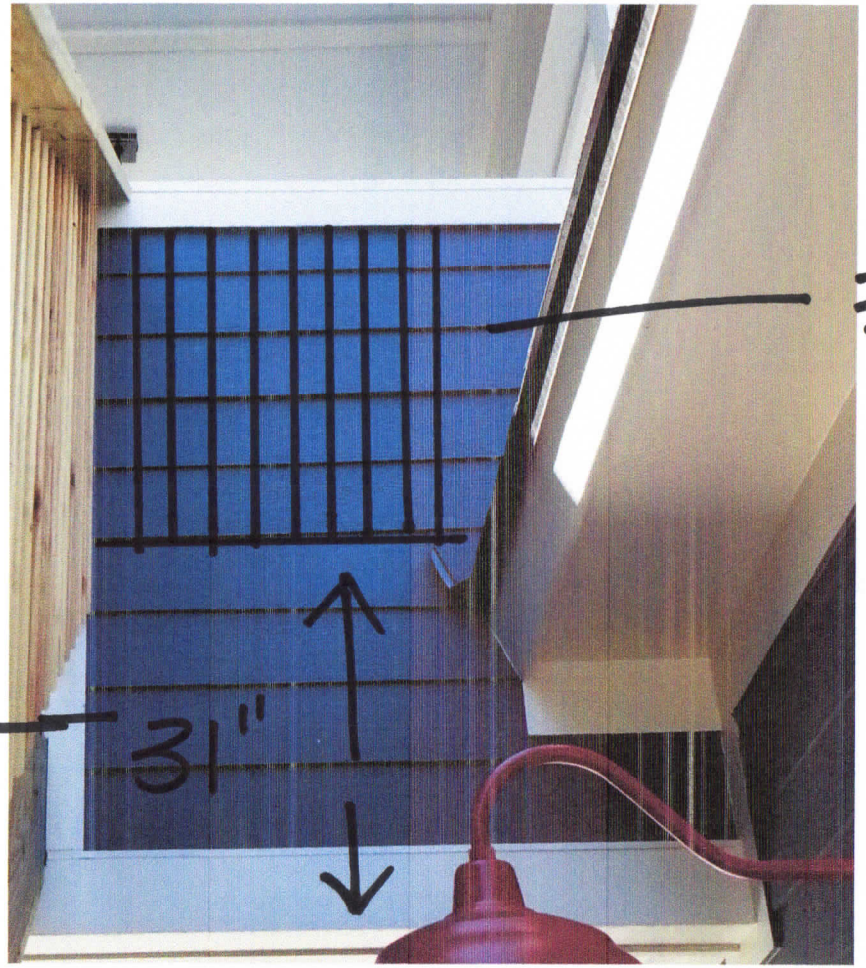
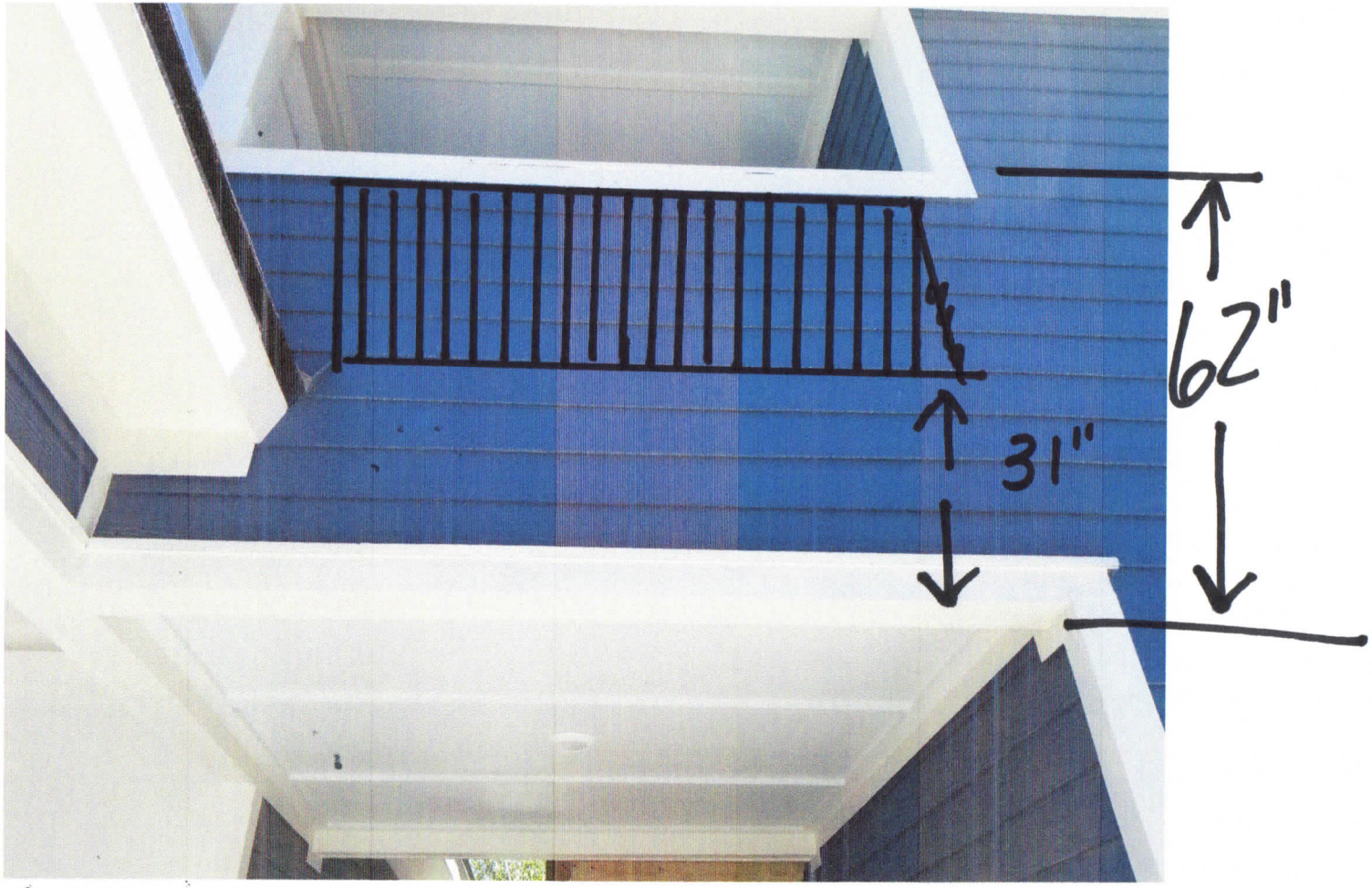


(14" up)

INTERIOR FLOOR Height


62"
31"

Historic District Council

May 24, 2018
5:00 PM
City Hall Commission Chambers
204 Ash Street

HDC 2016-32 Amendment

May 24, 2018

HDC 2016-32

All required application materials have been received. All fees have been paid. All required notices have been made.

- **Applicant:** Steve Skidmore
- **Location:** 327 N. 4th Street
- **Zoning:** R-2
- **Requested Action:** Certificate of Approval (COA) to Amend COA to add a drive at front yard and alter design of railings at top of accessory structure stairs

HDC 2016-32

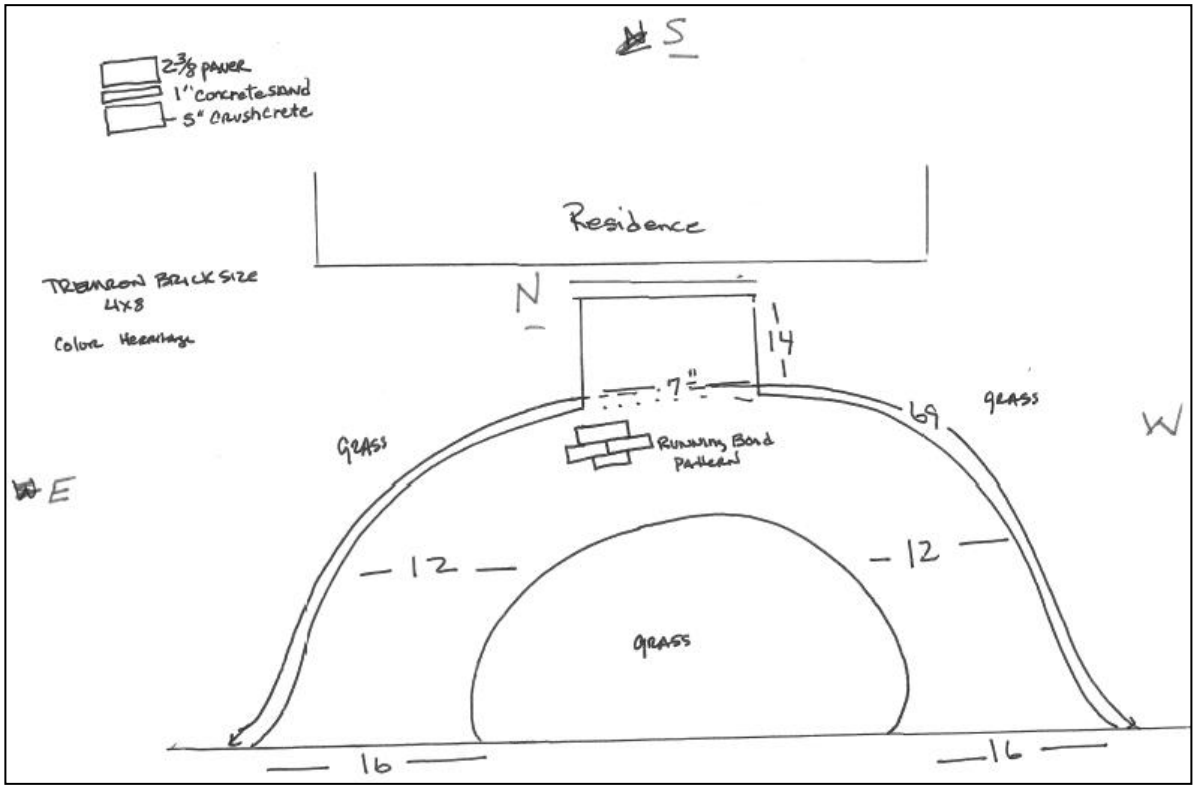
Summary and Background

CASE HISTORY	
Date	**Action**
12/15/2016	HDC 2016-32 heard before the HDC and approved
01/10/2018	Responding to citizen concerns, staff conducted a site visit and found work being performed beyond the scope of the approved COA
01/11/2018	Stop work order placed on all exterior work by Building Department
01/16/2018	Applicant paid an After-the-fact fee of $750 and submitted application to seek approval for amendments to HDC 2016-32
02/15/2018	HDC 2016-32 Amendment heard before the HDC – continued to March 15, 2018
03/15/2018	HDC 2016-32 Amendment approved with conditions: 1. Exterior Muntins (grilles) be added to windows; 2. Front porch wall be painted blue, as originally approved; 3. 6 foot wood fence approved as presented; 4. HVAC moved to location under garage stairs; 5. Window are rear gable approved as presented; 6. Railing at stair landing of garage apartment to be solid for no more than 1 foot with open railing up to 3’ height; 7. Circular driveway to be removed.
4/25/2018	The applicant is requesting to amend the COA to allow for the creation of a driveway in the front-yard, and modifications to the railings at the top of the exterior stairs to the accessory dwelling.

HDC 2016-32

Summary and Background

- Circular driveway was constructed w/out COA.
- Heard by HDC March 15, 2018 and denied COA.
- Applicant was given 90 days from May 10, 2018 to come into compliance.



HDC 2016-32

Summary and Background

- The applicant is proposing to add a paver driveway to the front yard of the property.
- The applicant has submitted multiple designs and has indicated their preferred design.

HDC 2016-32

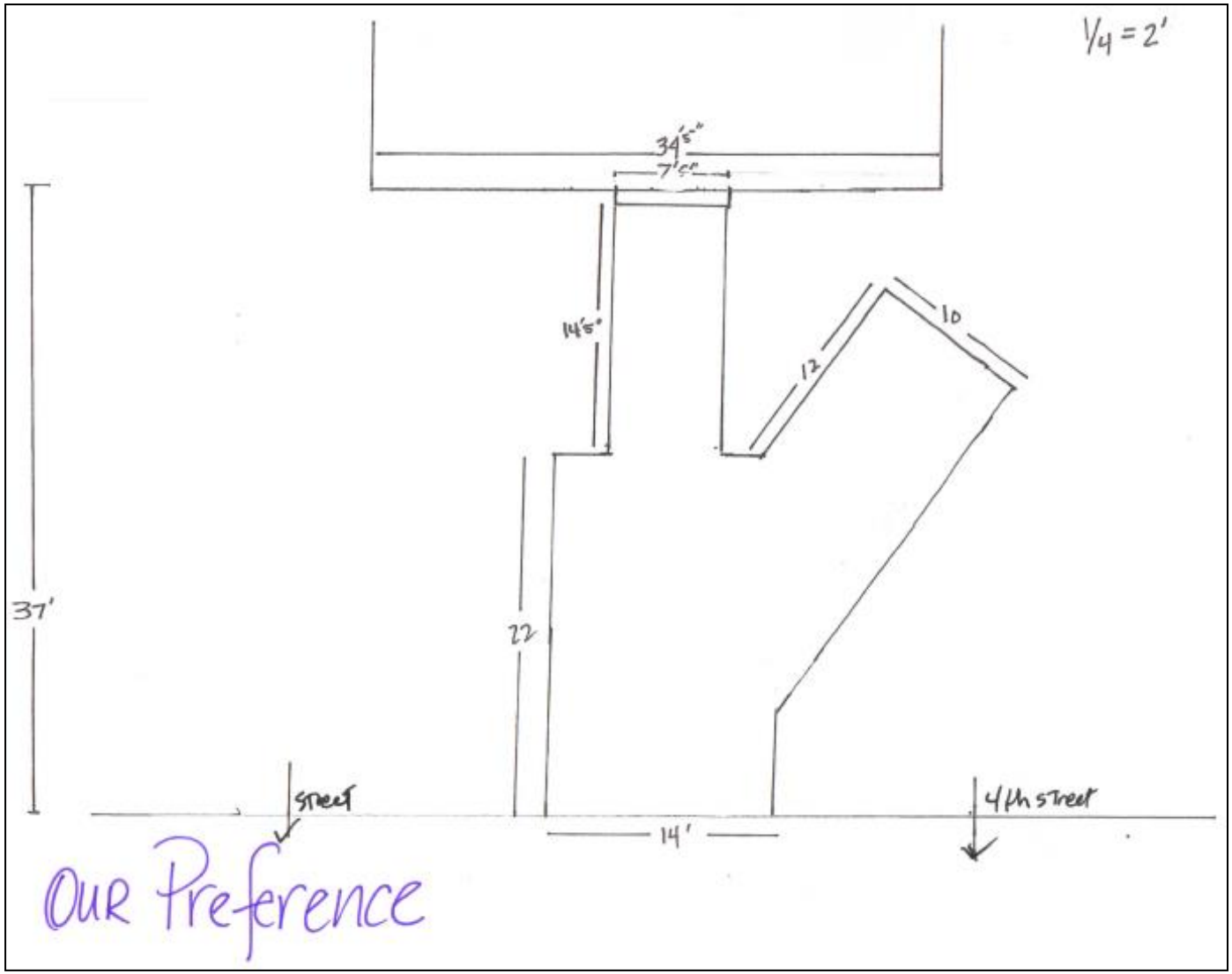
Summary and Background

- The proposed driveway matches the existing paver driveway/ walkways at the rear of the property.

Paver drive at rear of property

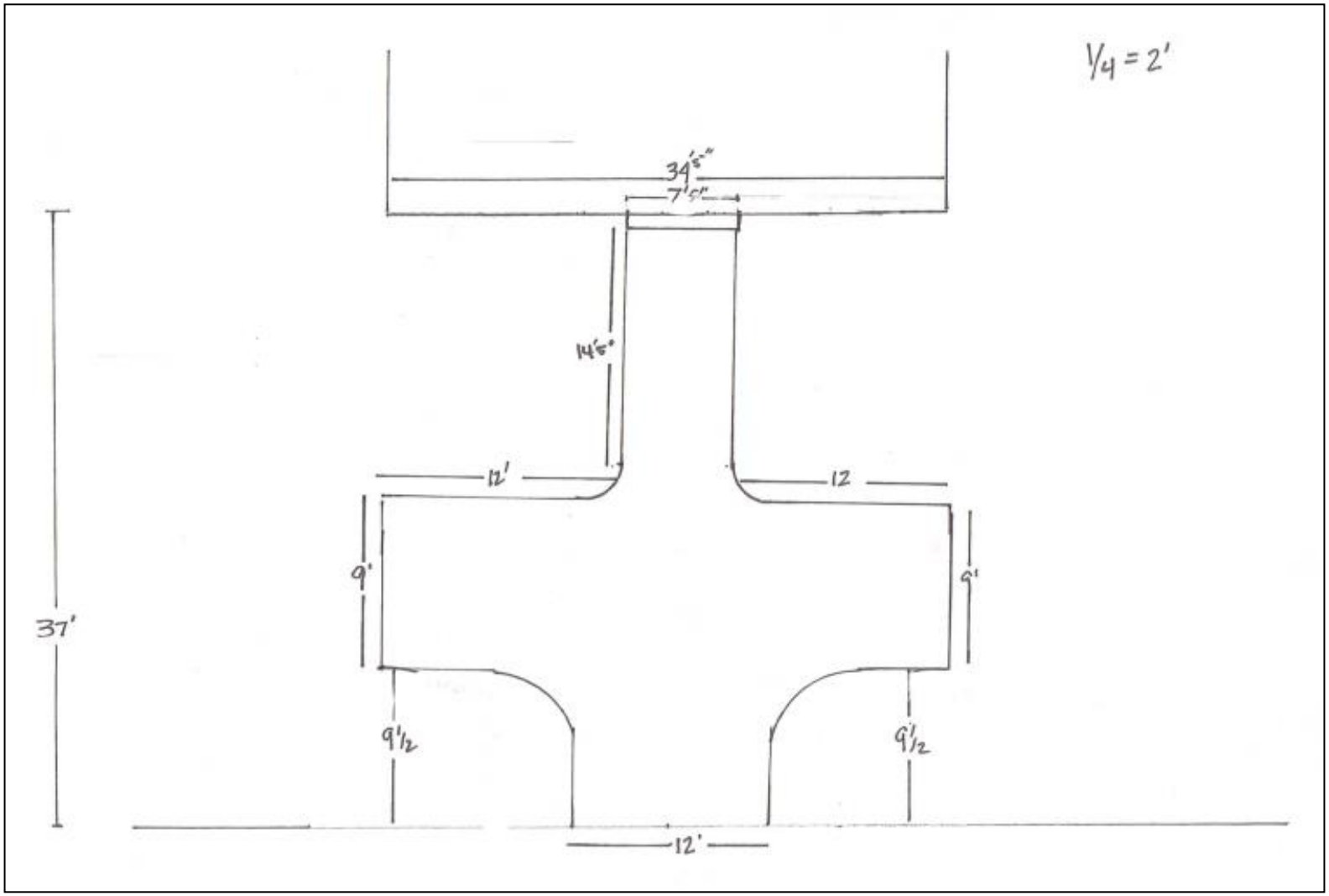
HDC 2016-32

Summary and Background



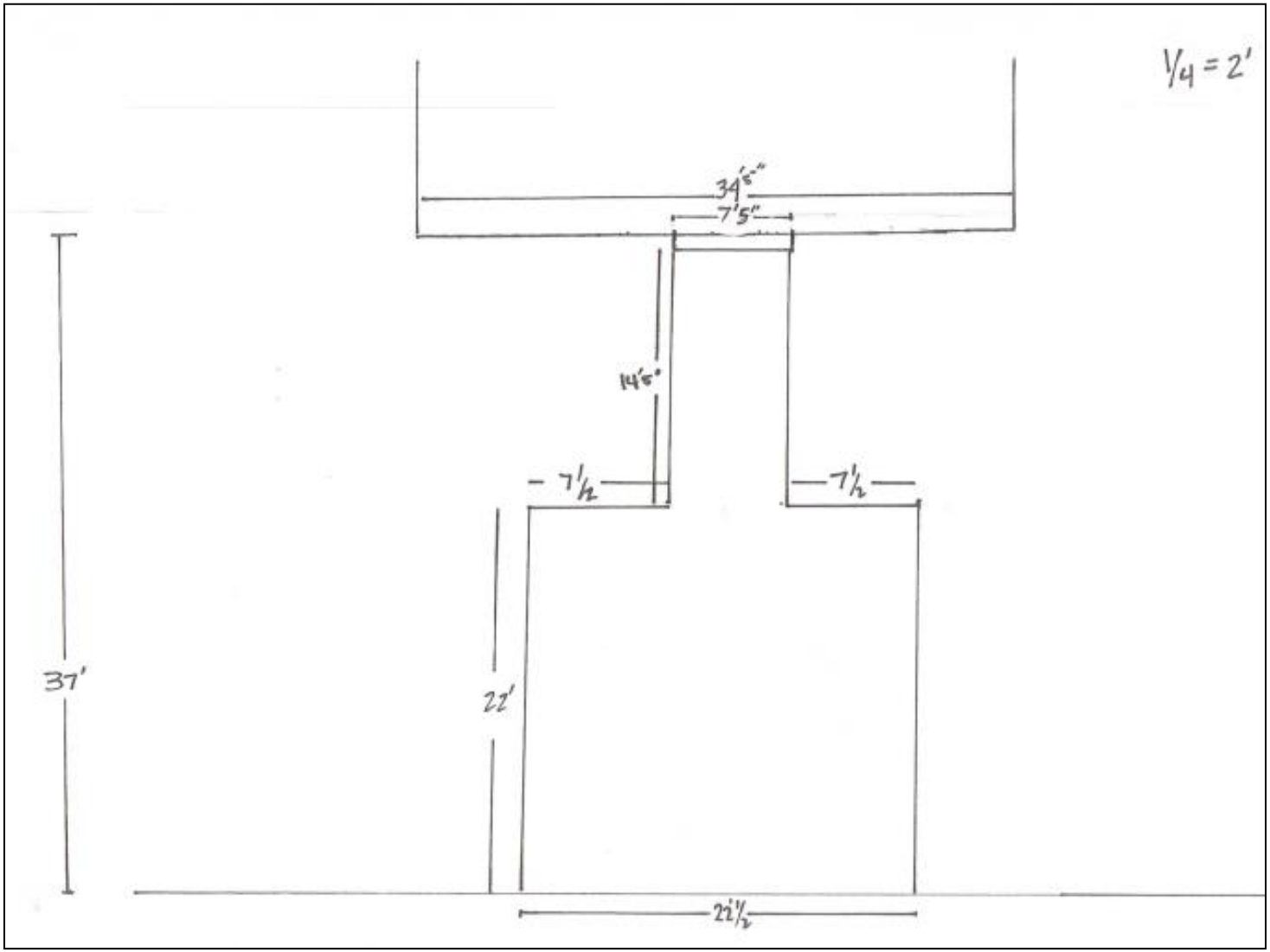
HDC 2016-32

Summary and Background



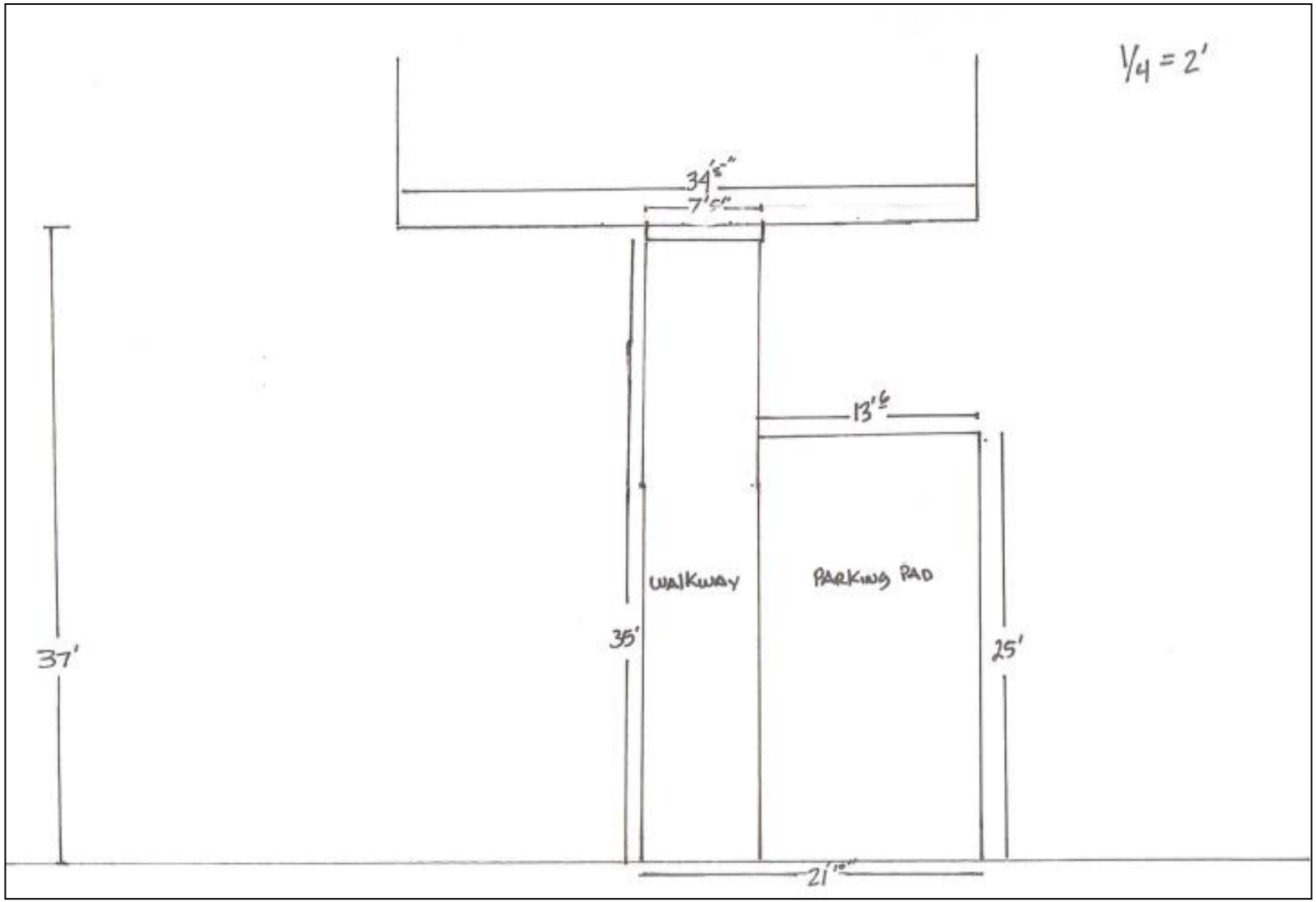
HDC 2016-32

Summary and Background



HDC 2016-32

Summary and Background



Summary and Background

Impervious Area Calculations		
	Impervious area	Impervious %
Total Lot = 7500 sq. ft.		
House	2276 sq. ft./ 7500	30%
Garage	579 sq. ft.	8%
Patio	1175 sq. ft.	16%
Driveway (rear)	600 sq. ft.	8%
Proposed Driveway	588 sq. ft.	8%
Current Impervious Total	4630 / 7500	**62%**
Proposed Impervious Total	5218 / 7500	**70%**

LDC Table 4.02.01(J). Design Standards for Lots	
Zoning District	Maximum Impervious Surface Ratio for Lots (%)
R-2	75%

Summary and Background

- The applicant is also seeking to change the design of the railings at the top of the exterior staircase to the accessory dwelling.

- HDC previously approved a change that required the half-wall to be solid for no more than 1ft.

- Due to the dimensions of the floor, the applicant is proposing an alteration which will better work with the current construction and achieve the intention of giving this space more visual openness from the front and rear.

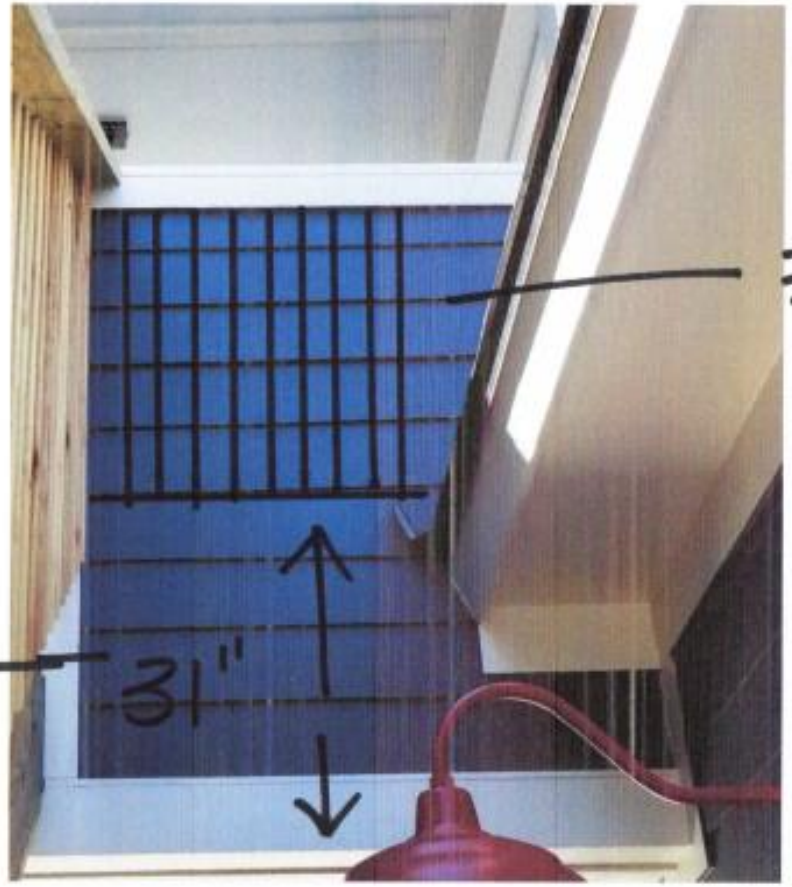
Summary and Background

As-built (from front)

Summary and Background

As-built (from rear)

Summary and Background



Proposed railing
(from front)

Summary and Background

Proposed railing
(from rear)

HDC 2016-32

STAFF RECOMENDATION

Staff finds that the requested action is substantially consistent with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant Approval.

Staff recommends APPROVAL of this amendment to HDC 2016-32

HDC 2016-32

MOTION TO CONSIDER:

I move to **approve or deny** this amendment to HDC case number 2016-32 **with or without** conditions;

AND I move that the HDC make the following findings of fact and conclusions of law part of the record:

That HDC case 2016-32 amendment, as presented, **is or is not** substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.

APPROVED

1. Call to Order –The meeting was called to order at 5:00 pm.

2. Roll Call/Determination of Quorum

Council Members Present

Michael Harrison, Chair
George Sheffield, Vice-Chair
Angela Conway
Robert Erickson
William Tilson (Alternate)

Council Members Absent

Jennifer King-Cascone

Others Present

Tammy Bach, City Attorney
Salvatore J. Cumella, City Planner
Sylvie McCann, Recording Secretary

Chair Harrison thanked former Member Rawls for her services as she presented her resignation last month and moved Member Conway to a permanent voting member. All Members approved.

Member Tilson was seated as a voting member.

3. Approval of Minutes – According to the agenda support documents, the Minutes for the November 17, 2016 Regular Meeting were presented for approval. **A motion was made by Member Sheffield, seconded by Member Tilson, to approve the Minutes as submitted. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

Attorney Teresa Prince who is seating in for City Attorney Bach briefly explained the quasi-judicial procedures and Variance voting requirements. No ex parte communications were disclosed by the Board members and recording Secretary McCann administered the oath to those parties that were about to present testimony.

4. Old Business - OLD OBION, LLC C/O JOHN R. PROCTOR, BLOCK 22 - LOTS 4 5 6 WHITE STREET, BETWEEN TOWNGATE STREET + N. 14TH STREET (HDC 2016-29)
VARIANCE requested from LDC sections 8.01.01.02(A) definition of Peonia Lot. *(Quasi-Judicial)*

Mr. Cumella presented the case and explained that the applicant is seeking a variance from the Land Development Code (LDC) Section 8.01.01.02(A) which defines a Peonia lot as "46.5 feet by 93 feet or 4,324.5 square feet". Block 22 Lot 6 was originally platted as a full Peonia, having the dimensions of 46.5 ft. by 93 ft. and 4,324.5 sq. ft. He explained that when 14th Street was constructed, a 60 ft. right-of-way easement was platted. This easement cut across the NE corner of this lot, reducing the square footage of the lot by 42.13 sq. feet. The total sq. footage of the lot is now 4300.99 sq. ft. Mr. Cumella also explained that since the LDC requires that new construction occur on a full Peonia or a combination of media Peonias, this lot was rendered unbuildable by the creation of the right of way easement. The applicant is seeking a variance from the definition of a Peonia; specifically the dimensional requirements.

Mr. Cumella then explained all 6 criteria and stated that the applicant meets all criteria and recommends approval of HDC 2016-29.

Member Tilson asked if the Variance, if approved, would affect other guidelines in place for Peonia lots. Staff explained that it would not, this variance is only for dimensional definition of a Peonia.

John Proctor, 749 White Ibis Way, managing partner of the owner, stated that the Variance is requested in order to build a single family home and pertains to Lot 6 only with no immediate plans for the other lots. Chair Harrison commented on the history of triangular parcels.
Public Hearing was then opened and closed.

Board discussion ensued and Member Tilson commented that lots 1, 2 and 3 were slated to remain green space.

A motion was made by Member Sheffield, seconded by Member Cascone, to approve HDC 2016-29; and that the HDC make the following the findings of fact and conclusions of law part of the record that HDC 2016-29 as presented is substantially compliant with the Land Development Code, Old Town Fernandina Preservation and Development Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

5. New Business

5.1. MIKE + SEREY ANDREE C/O MIRANDA ARCHITECTS, 26 S. 5TH STREET (HDC 2016-31)

Construct 112SF addition on southeast corner of structure; replace windows on west front elevation with larger frame and replace and relocate entry door. *(Quasi-Judicial)*

Mr. Cumella presented the case and stated that this structure is non-contributing, built in 1972 and that the applicant is proposing to construct a 112 sq. ft. addition at the SE corner of the building; enlarge window openings on the west (front) elevation; relocate entry door; and add handrail to ADA ramp. Mr. Cumella concluded that the requested action was consistent with the Land Development Code, the Secretary of Interior Standards, and the Downtown Historic District Guidelines and recommended approval of HDC 2016-31).

Chair Harrison asked what kind of business would be moving in, Mr. Cumella mentioned it would be an art retail space. Chair Harrison also asked about mechanical equipment to which Staff answered that no additional mechanical equipment would be added.

Jose Miranda, Miranda Architects, representative for the applicant, confirmed that this will be an art studio and that the addition in the back would be to house a couple of ceramic kilns to be ventilated separately.

Chair asked if there would be kiln chimneys. Mr. Miranda said there wouldn't be any chimneys since these would not be commercial kilns. Member Erickson asked about the hip roof shown on the design. Mr. Miranda explained that there will be a shed roof tucked under the existing roof.

Public Hearing was then opened and closed.

A motion was made by Member Erickson, seconded by Member Conway, to approve HDC 2016-31 without conditions; and that the HDC make the following the findings of fact and conclusions of law part of the record that HDC 2016-31 as presented is substantially compliant with the Land Development Code, the Downtown Historic District Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays, being all ayes, carried.

5.2 STEVE SKIDMORE, 327 N. 4TH STREET (HDC 2016-32)

Construct new single family dwelling and detached garage with 2nd story guest area. *(Quasi-Judicial)*

Mr. Cumella presented the case, being a unique property since it combines 2 lots, the house facing Dade Street and the garage facing N. 4th Street. Mr. Cumella stated that the proposal is to construct a 2,276 sq. ft. home with an accessory building consisting of a 529 sq. ft. garage with dwelling unit above. Mr. Cumella listed some of the features of the 2 story Craftsman design and found that the requested action was consistent with the Land Development Code, the Secretary of Interior Standards, and the Downtown Historic District Guidelines and recommended approval of HDC 2016-32.

Chair Harrison asked about the access of the property on N. 4th Street and also asked clarification of the lot width and lot lines. Mr. Cumella explained the lay out of the parcels and that the Fire Department assigns property addresses.

Mrs. Tammy Kosack residing at 322 N. 3rd Street which neighbors the subject property clarified that the areal from the website is erroneous and has satellite image issue showing an encroachment from a structure on the subject property. She also inquired about tree removal. Mr. Cumella mentioned that this process is addressed during the permitting process.

Mr. Steve Skidmore, 5308 Anthony Lane, Sarasota, explained that they chose the address on N. 4th street because of the access to the garage and the mailbox location. Chair Harrison also asked for clarification of the size of the lots. Mr. Skidmore also noted that he intends to keep as many trees as possible. Member Tilson asked about the sloped roof.

Public hearing was then opened and closed.

No Board discussion.

A motion was made by Member Sheffield, seconded by Member Tilson, to approve HDC 2016-32; and that the HDC make the following the findings of fact and conclusions of law part of the record that HDC 2016-32 as presented is substantially compliant with the Land Development Code, the Downtown Historic District Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays, being all ayes, carried.

5.3. AMELIA HISTORICAL DISTRICT HOTEL, LLC C/O COTNER ASSOCIATES INC., 21 N. 2ND STREET (CORNER OF ALACHUA) (HDC 2016-33)
Conceptual review of new 3 story boutique hotel with 80 rooms over parking which accounts for 82 parking spaces total. *(Quasi-Judicial)*

Mr. Cumella presented the case and stated that this is a conceptual review to construct an 80 room boutique hotel with 78,877 sq. ft. of conditioned area with 82 parking spaces. Mr. Cumella noted that there are 2 structures on this property and that a COA for demolition had already been presented and approved by this Board in 2011 but has now expired and a new demolition application has been presented and will be presented for review at the next meeting in January 2017. Mr. Cumella confirmed that this had already been seen and that the following are updates. Mr. Cumella addressed the parapet heights being corrected to 42" or that a Variance may be needed, parking requirements (mainly restaurant and lounge capacity), roof top mechanical which should be minimized, a top-opened pergola which should not be opened and bicycle parking.

Member Erickson inquired about handicap spaces requirement ratio which should be addressed in the final review.

John Cotner, Cotner & Associates, representative for Amelia Historical District, mentioned that in addition to this 2nd meeting there would probably be one or two more instances where updated design will be presented to the Board to keep everybody in the loop. Mr. Cotner corrected that there should be 81 parking spaces. He also mentioned that the updated design addresses motorcycle parking, compact car parking and bicycle parking as well as enclosed trash area with roll down doors. Mr. Cotner addressed parking issue about the number of spaces needed by the occupants at the hotel and the ones needed for patrons of the restaurant and lounge. He also commented on the green landscape requirements of 10% and living walls. He then commented on proposed materials to be used for the outside such as stucco and brick.

Member Tilson asked for clarification about the height of the parapet and Mr. Cotner explained that because of the size of the equipment it will be hard to follow the 42" requirement but an effort will be done to keep it as close as 42" as possible.

Member Sheffield voiced concern about the size of the "envelope" for this project and Mr. Cotner mentioned that as the design has texture added it will marry better and emphasized again that this is an evolving process and that this proposal should be seen at a minimum one more time, probably twice.

Board Members then discussed the parking requirement and the fact the employees and tourist may be using these spaces.

Public Hearing was then opened.

Mike Richardson, Architect, 516 Ash Street mentioned that he support Cotner & Associates' design of this project.

Board discussion ensued about the evolving design and the fact that context, colors and texture in the renderings will help the Board to judge on scale. Member Erickson also noted that this project will probably be the first of many and that it is important to get this one right as this will be used as an example.

Chair Harrison proposed that a motion can be made to approve the conceptual plans only with the suggestions made by the Board and Staff and then have the applicant return with updated plans for review. Attorney Prince agreed and confirmed that the decision on approval is not binding. Member Conway inquired about the height compared to the Hampton Inn and Mr. Cotner mentioned that they are comparable. Member Sheffield commented that with parking requirement being addressed he is in favor of this project.

A motion was made by Member Tilson, seconded by Member Conway, to approve HDC 2016-33 with conditions suggested by Mr. Cumella on page 6 of staff report plus having the applicant include more context in drawings; and that the HDC make the following the findings of fact and conclusions of law part of the record that HDC 2016-33 as presented is substantially compliant with the Land Development Code, the Downtown Historic District Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

5.4. KIM DAVIES, 505 CEDAR STREET (HDC 2016-34)
Replace all siding with Hardie board siding; replace all windows + replace all exterior doors. *(Quasi-Judicial)*

Mr. Cumella presented the case and noted that this is a contributing structure built in 1909 per the Sanborn map and that the applicant is proposing to demolish a rear deck, replace all windows, replace all exterior doors, remove all wood siding and replace it with Hardi board, and paint the exterior. Mr. Cumella mentioned that the deck is a non-contributing feature and recommended that this change is appropriate. He added that the exterior windows appeared to have been changed out and some of them don't match in size or configuration and are to be replace by Andersen Series double hung windows. Staff recommended approval of the replacement of windows with wood vinyl windows. He then commented on the replacement of doors, front and back, that current doors are wood panel doors and appropriate to the design of the house. He then noted that the proposed replacement doors are not appropriate per the Guidelines. Since applicant has not mentioned that the doors are beyond repair, Staff recommended that old doors be salvage and re-used or choose a different style of door that is appropriate per the Guidelines. Mr. Cumella then addressed the siding mentioning that the original asbestos siding had already been removed and replaced by wood. Staff recommended that wood siding should be retained and repaired as necessary as per Standards listed within the Guidelines. He also listed the approved colors listed by the applicant. Mr. Cumella found that the requested action was not consistent with the Land Development Code, the Secretary of Interior standards, and the Downtown Historic District Guidelines and recommended denial of HDC 2016-34 or approval with the conditions that the siding be retained and repaired as necessary and the existing doors be reused or replaced with ones that are more appropriate in material and style to be submitted for Staff Approval.

Chair Harrison commented about renovation to adjacent homes on this street.

Mr. Kim Davies, 320 N. 5th Street, commented that the siding is in bad shape and agrees that he could work on choosing different doors. He mentioned that one of the siding on the adjacent home was totally replaced. Michael Richardson, Architect, commented on the renovation of houses on either side of the subject property. Member Erickson noted that he drove by the property and feels that the siding can be repaired. Mr. Davies mentioned that the 3 houses will not align if the siding is retained. A discussion about construction and retaining the historical value by doing repairs ensued.

Public Hearing was then opened.

Mike Richardson, Architect, commented on approvals taking precedent. Attorney Prince commented that the Board's review is on a case by case basis. Mr. Cumella then added clarification about contributing factors that help retain the status of a property.

Board Members agreed that the Guidelines should be followed and that if 50% of the siding can be salvaged per the Standards, it should be repaired.

A motion was made by Member Conway, seconded by Member Tilson, to approve HDC 2016-34 with conditions mentioned by Staff, siding being retained and repaired as necessary in kind and doors reused or with appropriate material to be presented for Staff Approval; and that the HDC make the following the findings of fact and conclusions of law part of the record that HDC 2016-34 as presented is substantially compliant with the Land Development Code, the Downtown Historic District Guidelines, and the Secretary of Interior Standards to warrant approval at this time with the above mentioned conditions. Vote upon passage of the motion was taken by ayes and nays, being all ayes, carried.

6. Staff-Approved Certificates of Approval

6.1 MADELINE RICHARD, 227 S. 8TH STREET (HDC SA 2016-68)
Repaint exterior of house with the following colors:
1. Exterior: SW0014 Sheraton Sage
2. Fascia Trim: SW 2822 Downing Sand
3. Front door + Window Trim: SW 2856 Fairfax Brown
4. Panel + Trim: SW 2814 Rookwood Antique Gold

6.2 MAC + GI LLC/JOE'S BISTRO C/O DONNA LYNN VAMPUYMBROUCK, 14 S. 2ND STREET (HDC SA 2016-69)
Install 36" x 36" projecting sign.

6.3 AMELIA HARBOR VIEW LLC C/O EXCEL ROOFING CONTRACTORS, 19 S. 2ND STREET (HDC SA 2016-70)
Replace 54' x 32' section of white modified bitumen roof, not seen from street.

6.4 TSP PARTNERS LLC / SALTY PELICAN C/O DOUGLAS & TERRAS, 12 N. FRONT STREET (HDC SA 2016-71)
Install/repair 60 FT of stockade pine fencing, 6 FT in height.

6.5 ROBIN + DAVID JONES, 606 DATE STREET (HDC SA 2016-72)
Install 4" x 8" Tremron Heritage pavers on driveway.

6.6 RACHRIDGE LLC C/O COLE BUILDERS, 115 CENTRE STREET (HDC SA 2016-73)
Construction of a 12' x 18' cooler on the west side of building, not seen from the street. There were no questions or concerns regarding the staff approved Certificates of Approval.

7. Public Comment - Items Not on the Agenda –

8. Board Business
Member Tilson commented on upcoming City Commission workshops on January 10th and 24th, 2017 regarding the FDOT proposal of partial street closure at 2nd Street and Centre Street, and the waterfront project.

9. Staff Report

10. Adjournment - There being no further business to come before the Historic District Council, the meeting was adjourned 6:54pm.

Sylvie McCann, Clerk

Michael Harrison, Chair

1. CALL TO ORDER – The meeting was called to order at

2. **ROLL CALL/DETERMINATION OF A QUORUM**

Council Members Present

Michael Harrison – Chair
Angela Jones Conway
James Pozzetta (Alt 1)
Member Erickson
Michael Spino

Council Members Absent

William Tilson – Vice Chair (Excused)

Others Present

Tammi Bach, City Attorney
Salvatore J. Cumella, City Preservation Planner
Sylvie McCann, Recording Secretary

In Member Tilson's absence, Chair Harrison seated Member Pozzetta as a voting member.

Both Member Conway and Chair Harrison disclosed that they were both contacted by a developer who was told that he could not discuss any proceedings ahead of the meeting.
City Attorney Bach explained the Quasi-Judicial procedures. Recording Secretary McCann administrated the oath to those parties about to give testimony.

3. APPROVAL OF MEETING MINUTES

Chair Harrison asked for minutes to be brought up to date and be no further away than 4 weeks from last meeting.

A motion was made by Member Erickson, seconded by Member Conway, to approve the October 19, 2017 meeting minutes.
Vote upon passage of the motion was taken by ayes and nays, and being all ayes, carried.

A motion was made by Member Spino, seconded by Member Pozzetta, to approve the November 16, 2017 meeting minutes.
Vote upon passage of the motion was taken by ayes and nays, and being all ayes, carried.

4. OLD BUSINESS

4.1 **CMR ISLAND PROPERTIES LLC, 22 S. 8TH STREET (CORNER OF S. 9TH + ASH STREET) (HDC 2018-02)**
CONCEPTUAL approval for the construction of 10 single-family attached townhomes. (Quasi-Judicial)
POSTPONED TO THE MARCH 15, 2018 MEETING

4.2 **RICHARD + SUSAN BROWN C/O JOSE MIRANDA, 115 S. 9TH STREET (HDC 2017-31)** *Amendment to existing COA to replace 3 windows; retain original shingles in front gable. (Quasi-Judicial)*

Mr. Cumella stated that this is an amendment to the COA to retain original shingles on 119 S. Ninth St and to replace 3 original windows on south wall. This case received a rehabilitation approval at October 19, 2017 meeting. In October they believed all original siding was missing. Once they uncovered it, they found that the original siding was under front gable. Also found that windows were much more deteriorated than they thought. They would like to replace with prior approved windows. Staff recommendation is to approve. No representative was present, but a letter from Mr. Miranda verified current status.

A motion was made by Member Conway, Seconded by Member Pozzetta, to this amendment to HDC case number 2017-31 without conditions; AND that the HDC make the following findings of fact and conclusions of law part of the record: That the amendment to HDC case 2017-31, as presented, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Downtown Historic District Guidelines to warrant approval at this time.
Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

4.3 **STEVE SKIDMORE, 327 N. 4TH STREET (HDC 2016-32)** *AFTER THE FACT amendments to existing COA. (Quasi-Judicial)*

Per Mr. Cumella, the request is for a series of amendments to a COA approved in December of 2016. During a site visit, staff found that work which had not been approved had continued and a stop work order was issued. In discussion with the homeowner, they are looking for after the fact approval. The changes are moving the mechanicals from approved location, adding a window, gutters and downspouts, changing a paint color and adding a driveway. Construction violations were also noted such as the porta potty being in the right of way, the dumpster being off property and improperly installed silt fencing. The construction violations were addressed immediately. The placement of mechanicals are in an appropriate location. The circular drive is made of appropriate materials but they will need a right of way permit. Windows that are used on the project are two over one, which was approved, but the grill is between the two pieces of glass, however, staff feels that this direction was unclear and HDC guidelines do not include this specificity. The new application says it, but it did not when this was approved. An additional window was added at rear. The fence that was added after the fact is over 6 foot height and was not approved. They now seek approval for an allowable 6 foot fence and in a more traditional design. Patio was added with a hot tub and shower. Material is acceptable as long as not highly visible. Staircase leading to guest suite did not originally have a roof or an enclosed landing. Staff feels this changes roof line but would probably have been approved for functionality, but that enclosure should be changed to railing. Additional sidewalks were added. Gutters and downspouts were added and recommended. The color of just the front of house was changed to a bright yellow. This was not part of the original approved paint. Staff recommends approval with condition that driveway be contingent on right of way approval and that the enclosure at the top of the stairway be changed to railings as were previously approved.

Chair Harrison opened to questions of staff. Member Erickson commented that these changes are major. He itemized many of them. Question is how does the breakdown occur to allow these to happen. Who is the architect? Who is the contractor? What are the consequences? These cannot be allowed without consequence. Per Mr. Cumella, the homeowner was the original applicant. The mechanism for us to see it again is the after the fact COA. Owner has paid the 750 dollars to have HDC review and approve/disapprove. HDC final is scheduled with final building inspection. Member Erickson asked whether there is something that needs to be modified in the process to prevent this type of change in the future. Per Mr. Cumella, all documentation states that any changes must be brought back to HDC for approval. Discussion was that perhaps process must be reviewed for possible modification.

Chair Harrison explained that the review must now determine whether the changes as presented should be approved.

Member Spino asked Mr. Cumella whether there is still a stop work order on this property. Mr. Cumella answered yes. Member Spino then asked for clarity on where porch was located and he stated that he believed the original plan of railings on that porch gave it more openness. Clarification was made that address is 4th and Date.

Member Pozzetta stated that the yellow only in the front is not appropriate and was not part of the original approval. Originally the whole house was blue.

Chair asked Mr. Skidmore to approach. Steve Skidmore, 327 North 4th St, was asked to explain. Mr. Skidmore said he was from out of town and had no idea what the rules were. Steve Johnson was the builder. Mr. Skidmore stated that he always planned a patio and he only wanted an accent color on the front. Chair Harrison clarified that the approval of a design as presented had been changed. Member Erickson asked whether the builder told him there was approval required. Response was no.

Chair Harrison asked that discussion move to the recommendations provided by staff. Board discussion ensued at length. Members recognized that the HDC has never approved anything similar to this drive way and agreed that it would require a right of way permit by the Streets Department. Members considered the added window as a positive, but asked for the exterior grills to be made more visible. Members agreed that the owner has complied with Staff recommendations regarding the fence. They disliked the enclosed look for the landing, as it alters the look of the house and needs to change per staff recommendations. The color of the front porch needs to remain one color, or second color must continue around all side of the house.

Chair Harrison opened the public hearing:

Tammi Kosack 52 North 3rd stated that her home backs up to this one. Ms. Kosack indicated that she is perplexed that with all the resources in this community both in city staff and guidelines for the historic district that all of this could happen. With all the guidelines and the processes, this should not be allowed. And a person should not be allowed to plead ignorance. There has been a pattern of abuses. Ms. Kosack repeated a list of such abuses including leaving debris, etc., in her yard. She urged the HDC to enforce the guidelines and to reflect on the differences between what was approved vs. what was implemented. Chair Harrison, entertained further input. Seeing none, public hearing was closed.

Chair asked Mr. Cumella about the windows. The grill being between the glass panels would not have been approved on first presentation.

Mr. Erickson commented that this was the worst case he had seen of abuse and asking for permission after the fact. He also strongly encouraged the city to ensure that the contractor, Steve Johnson, be taken to task on this effort. He believes that we should learn from this lesson and not let something like this happen again. If Mr. Johnson has worked in the historic district before, he needs to implement what he knows to be legal. Mr. Cumella agreed, but feels very strongly that all documentation and consulting makes these things clear through the process.

Chair asked if all infractions were known. Mr. Cumella said yes. Ms. Conway says house looks unfamiliar to her based on what was approved. Mr. Spino asked whether work could proceed if HDC approves with conditions. Response was yes. Clarification was that all conditions would have to be met to get a certificate of occupancy. Mr. Erickson asked if there are any other circular drives in historic district. Answer was no.

Chair asked to attempt a list of conditions the board would lay forth.

Mr. Pozzetta opposes the circular drive in the district; windows can be fixed with exterior grids added; added window is appropriate; new fence appears to be acceptable; landing at top of stairs needs to be turned into railing to address the lines of the house. He would like to see what is being proposed architecturally for the landing. Paint color cannot be dual unless it wraps the house. Shade of yellow would need to be more subtle.

Mr. Spino suggested that the item be tabled until a remediation plan is presented to staff and then back to the board.

A motion was made by Member Spino, seconded by Member Pozzetta, to continue this amendment to HDC case number 2016-32 until the applicant presents a remediation plan for driveway, paint color, window grids, half wall at top of stairs and paint color on the porch.
Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

5. NEW BUSINESS

5.1 **ANDERSON, HOWARD & BAKER LLC + GIBSON + CAROLINE KILLHOUR C/O MEGAN CHISM, GARDEN STREET (OLD TOWN) (HDC 2018-04)** *Certificate of Approval (COA) to construct a 1,647 sq ft 2-story primary structure with a 280 sq ft 1-story accessory structure. (Quasi-Judicial)*

Mr. Cumella described the case as a request to build on block 2, lot 6, of Garden Street, a 1647 sq ft 2 story primary structure with a single story accessory structure. Originally garage was not appropriately sited on the lot, though it appears to be so now. Lot is a full peonia. Minimum set backs are met. Front steps are permissible. Side steps appear to be encroaching too far into the view corridor. Application looks for a vinyl fence which is not permissible. Mechanicals will need to be relocated to the rear of the property. Archeological cautions as always in Old Town. Height for both buildings are under maximum. Recommend that dormers be considered to lessen the massiveness of the roof. Some materials are listed as vinyl and are being asked for clarification. Roofing materials, and accent shutters are acceptable. Site has a 4 foot change in grade. Louvers are in the foundation. Recommending that they are reconfigured to look more like true louvers. Staff finds that requested action is not substantially compliant and that there be a discussion tonight with conceptual approval with the condition that the applicant return with a plan to include those conditions for final review. Applicant, Ms. Chism, was present and responded that she had met with Mr. Cumella that afternoon and is willing to work with recommendations. She is very willing to do that and return to the HDC for final approval. She described what she is doing to be compliant and that she is accepting all Mr. Cumella's recommendations. Chair Harrison asked to present the Manzie and Drake topography map. He pointed out the fairly steep grade on the lot. He requested that this also be brought in as part of the final plan. Mr. Erickson pointed out that with the garage moved to the back, the front of the house needs to be re-worked. Also strongly suggested that all windows should have shutters. Mr. Pozzetta called attention to the louvers depicted and that they be inset so that it looks realistic. He also suggested that shutters not be added to the window beneath the gable. He asked that the architect also address the front doors. Chair Harrison encouraged that the architect visit the site.

Chair Harrison opened the public hearing: No one wished to speak.

Mr. Pozzetta stated that he is encouraged that there is willingness to respond.

A motion was made by Member Spino, seconded by Member Conway, to continue the conceptual approval of HDC case number 2018-04 to the March 15th meeting to allow time for requested changes to the plan.
Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

5.2 **LANCE + LISA PERNA C/O JOHN DODD, LOT 6 BLOCK 22 WHITE STREET (OLD TOWN) (HDC 2018-05)** *Certificate of Approval (COA) for the construction of a 861 sq ft 2-story primary structure. (Quasi-Judicial)*

Mr. Cumella presented that the property is 1201 White Street Lot 6 Block 22. OT2 zoning. A COA is being sought for primary structure. Property received a variance in the definition of a peonia due to the corner being clipped by North 14th St. Variance has been extended and is in place now. Features modern materials which appear traditional. Mechanicals were not on site plan. Will need to be provided. Meets requirements for a drive and view corridors. Appropriate scale. Height is within guidelines. Windows must be clarified on grid exterior.

Archeological cautions for Old Town. Staff believes action is substantially consistent and recommends final approval conditioned on mechanics placement for staff approval and windows with exterior grids. Mr. Spino suggested that a second extension be sought just to be cautious. Applicant Lance Perna spoke, expressing appreciation to board members for what they do. He said that he has no issues with staff recommendations. Mr. Pozzetta asked that John Dodd respond to a question about whether the louvers were inset, answer was yes. Asked if railings would be wood, answer was yes. Mr. Pozzetta asked that elevations for trim be on final plan. Mr. Dodd suggested that this is too much detail and too costly. Mr. Pozzetta indicated that the new application form specifically asks for this information. He also said that if a board member is not an architect, they would not know what it will look like. Chair Harrison asked that the discussion about level of detail be continued for board business.
Chair Harrison opened the public hearing. No one wished to speak. Public hearing closed.
Chair Harrison mentioned similarities between this house and another in Old Town designed by the same architect. Mr. Cumella provided a slide showing the stem wall with inset louvers that showed what we are striving for in Old Town.

A motion was made by Member Pozzetta, seconded by Member Erickson, to approve HDC case number 2018-05 with the condition that applicant include staff recommended items 1, 2, and 3; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2018-05, with conditions, is substantially compliant with the Land Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant approval at this time.
Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

5.3 **ROBERT D. + LISA ANN SALA C/O JOHN DODD, LOTS 2, 3, 9, + 10 BLOCK 23 WHITE STREET (OLD TOWN) (HDC 2018-06)** *Certificate of Approval (COA) to construct a 2,305 sq ft 2-story primary structure with detached 499 sq ft accessory dwelling. (Quasi-Judicial).*

Proposal is to build a 2305 sq ft primary structure with a detached accessory structure similar in design to surrounding designs. Uses modern materials which replicate traditional ones. Site plan is acceptable for OT2 zoning. Plan calls for fencing around a planned pool which is acceptable. Mechanicals are acceptable; both structures meet 5 foot visibility corridor. Accessory stairs do not meet visibility corridor. In the rear yard, an attached carport encroaches on view corridors. Pool does not show materials around pool. Will need to see that. Archeological cautions explained. Staff finds that encroachment is not consistent to warrant final approval. Recommendation is that conceptual approval be given with conditions re encroachments.
Chair Harrison called Robert Sala to respond. He indicated that he is willing to go with conceptual approval. He pointed out that the guideline documentation led him to believe he was within view corridors. He also stated that they desired to keep the large oaks and that the documentation was not clear regarding the detached structure. He thought it was better to save the trees. He stated that the pool is still very conceptual and that they would return when ready for approval. He asked for clarification on whether his metal fence would be allowed. Yes. John Dodd further explained the placement of the carport, vs trees, etc. Consulted with an arborist to ensure safety for the trees. Discussion regarding the Somereulus status which runs along the property. Clarification is that it is an open right of way and it might be improved in the future. Chair Harrison says that the unification of two buildable lots in Old Town with a carport is a waste of property. Chair Harrison verified that it is the property owner's decision whether they build that carport across the lot line. And he supports saving trees.

Chair Harrison opened the public hearing. No one wished to speak. Public hearing Closed.
Board discussion commenced. Mr. Erickson asked, should it just be approved as final vs conceptual? Mr. Spino asked for a quick review of materials while board discussed. Mr. Cumella said if encroachment is acceptable it could be a final approval.

A motion was made by Member Erickson, seconded by Member Pozzetta, to approve HDC case number 2018-06 with the condition that Staff approves the final height; AND that the HDC make the following findings of fact and conclusions of law part of the record: That HDC case 2018-06, with conditions, is substantially compliant with the Land

Development Code, the Secretary of the Interior's Standards, and the Old Town Preservation and Development Guidelines to warrant approval at this time.
Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

6. STAFF-APPROVED CERTIFICATES OF APPROVAL

There were no questions or concerns about the staff approved Certificates of Approval.

7. PUBLIC COMMENT

Commissioner Chip Ross rose to express concerns about the Standard Marine building and that it was a case of demolition by neglect. He has tried to talk with owner and there was no response. He is asking what the HDC can do to preserve the building. Also what sort of consequences does the HDC recommend when people do not comply with first approval. He also commented that putting all of the requirements into the drawings is costly and city already has complaints about the cost of permitting.

Mr. Erickson asked to see the building on maps. He asked for clarification on whether Standard Marine building is one or two lots. It is one building on two lots. Mr. Spino asked what Commissioner Ross is looking for—what role should HDC play in this type of case? No one wants role of HDC to be enforcement. No one wants the building to be torn down. Building inspector is now referring any endangered historic building to the HDC, but this building is not in historic district. Mr. Cumella explained that if HDC agrees that it is demolition by neglect, the HDC would refer the case to the Code Enforcement board. Then fines would be given with a specific timeframe in which to respond. Mr. Spino asked whether it was appropriate to have staff do an assessment. Chair Harrison asked how HDC should proceed. Mr. Cumella offered to do an assessment and present findings to HDC at the next meeting. If sent to Code Enforcement, penalty occurs.

Arlene Filkoff asked if it is found to be demolition by neglect, then what? If the building official finds the building to be unsafe, the city could move forward with demolition. Ms. Bach said that the City Commission would need to make that kind of decision. Ms. Filkoff asked, if we could convince the owner to move it to the historic district, would it make a difference. That move would grant it tax incentives and exemptions from the flood code. Owner has not been willing to do that at this point. Ms. Filkoff committed to reaching out to the owner to at least ask that he take that action.

Bill Kavanaugh spoke regarding his knowledge of Mr. Goodsell, the owner of the building. Mr. Kavanaugh urged the city to do something about Front Street to help Mr. Goodsell along. Mr. Goodsell has not had a great relationship with the City.

Doctor Ross reiterated his other questions – consequences and cost of detail drawings requested. Chair Harrison responded with an explanation of some penalties related to stop work orders and re-do of work. Also, that there is a general contractor who must be educated. The contractor indicated that the owner actually worked with sub-contractors directly to do some of the work. It was stated that fines were just raised to 750 dollars which the commission deemed to be high enough. Chair Harrison suggested a sliding scale to size of work done without permit. Dr. Ross suggested that HDC could make a recommendation to the commission about consequences. Mr. Spino indicated that this should be discussed further to ensure that the size of the penalty and the abuse are commensurate. Ms. Bach said the city does have the authority to charge the quadruple permitting fee. Only the building official can make that call. Code enforcement is another channel. Having to undo or re-do work is a substantial penalty in some cases. Chair Harrison asked to consider in a future meeting what penalties might be appropriate especially for after the fact work. Mr. Cumella stated that in the past there have been very minor after the fact cases which were appropriate for staff approval.
Public comment closed.

8. BOARD BUSINESS

Board applicant approval will take place at next Commission meeting.
Outstanding questions: Mr. Pozzetta's question about amount of detail in plan drawings. We have revised the application process to ask for the detail. Direction given to Mr. Cumella that if the detail is missing, don't bring it forward.

9. STAFF REPORT

Mr. Cumella described the demolition by neglect for two accessory structures at 115 South 9th built in 1920, a garage and a coal shed. He stated that he has been working with the owner to see if buildings could be re-habilitated or even moved. He has not been successful in getting help for it and is now asking the board for ideas for help with roof replacement, siding re-framed, etc. Mr. Erickson volunteered to provide some materials and some labor but a contractor is necessary. Owner would prefer to have them fixed. Chair Harrison asked for cost of demolition -- Mr. Cumella stated $150. Mr. Cumella did not have an estimate for cost of rehab. Mr. Pozzetta indicated that this type of building is vanishing quicker than any other in our community. Chair Harrison asked whether we could find someone in the community to help. Ms. Bach suggested that the Restoration Foundation might help. Mr. Cumella will follow up with that organization.

10. ADJOURNMENT

The meeting adjourned at 7:28pm

Samantha Rogic, Secretary

Michael Harrison, Chair

APPROVED

1. **Call to Order** – The meeting was called to order at 5:00 pm.

Roll Call/Determination of Quorum

Council Members Present

Chair Michael Harrison – Chair
Angela Jones Conway
James Pozzetta (Alt 1)
Robert Erickson
Michael Spino
Benjamin Morrison (Alt 2)

Council Members Absent

Vice Chair William Tilson (excused)

Others Present

Tammi Bach, City Attorney
Salvatore J. Cumella, City Preservation Planner
Samantha Rogic, Recording Secretary
Sylvie McCann, Recording Secretary

Chair Harrison welcomed new alternate Member Morrison and explained that he can ask questions and participate in discussion, but cannot vote. The Board sat alternate Member Pozzetta by voice vote.

2. **Approval of Meeting Minutes**

The minutes from December 21, 2017, were presented for approval. Chair Harrison asked Staff when they expected to be current with meeting minutes. Secretary McCann stated they were pulling resources and were hoping to be current by the April meeting. Chair Harrison stated that he wanted the City to put appropriate resources to get the work completed.
Chair Harrison wanted to make two corrections to the minutes: on page 2, correct the spelling of "Machado" and also to capitalize "Old Town."
A motion was made by Member Spino, seconded by Member Conway, to approve the minutes. Vote upon passage of the motion was taken by ayes and nays, and being all ayes, carried.

Chair Harrison asked the Board to disclose any ex-parte communications. Member Morrison stated he would abstain from item 4.2 of new business. City Attorney Bach explained that he wouldn't vote as an alternate, but he would not participate in the discussion by abstaining. If a voting member were to abstain, an alternate member could be seated to vote on the issue at hand. The other members stated no communication other than emails received.

City Attorney Tammi Bach explained the quasi-judicial procedures. Secretary Rogic administered the oath to parties that were about to present testimony.

3. **Old Business**

3.1 **STEVE SKIDMORE, 327 N. 4TH STREET (HDC 2016-32)**
Certificate of Approval (COA) to amend COA to include changes that occurred during construction. *(Quasi-Judicial)*

Mr. Cumella presented the case as outlined in the staff report. He stated that this was an amendment to the COA to include changes in construction, and had been continued from the last meeting to allow the owner to address some of those issues provided from feedback at the last meeting. He listed the issues and their current status which included mechanical, windows, fencing, patio hot tub area, accessory structure stairs and roof, gutters, paint colors, circular driveway and walkway. The owner feels there are special conditions on the property for the driveway being near the port. Upon this analysis, Staff recommended approval of HDC 2016-32 with the conditions that the owner receives right of way use permit for curb cuts, and mitigation measure of repainting front of wall and add muntins to windows.

Steve Skidmore, owner at 327 N. 4th Street, stated that he was not aware of the approval needed for the right of way for the driveway, and that he was available to answer questions from the Board.

Chair Harrison wanted more information on water ingress question. Mr. Skidmore explained that they originally did not have the roof in the design of the addition, and the architect to make a smooth transition added siding instead of being open. The opinion of the owner and architect was that rain would run through and affect the electrical running through the area. Chair Harrison asked if there was evidence of that happening and whether the ceiling was affected. Mr. Skidmore stated not as of yet. Member Erickson confirmed that the roof was not part of the original plans, and asked what would happen if the roof was not there. Mr. Skidmore said that the water would come down and inside, that it was a studio apartment and connected to the main house. Member Erickson asked why it wasn't on the original plan, and added that the aesthetic looked like a 1970s house and not like anything in the historic period.

Chair Harrison wanted the massive blue wall removed, but it seemed as though the applicant wanted to continue with that. Mr. Skidmore stated he was willing to compromise. Chair Harrison stated he understood that, but as a point of clarification, the Board was under no obligation to accept any changes to the original plan approved by the Board. The Board wanted to reach a design that the community could feel comfortable driving past for the next 50-100 years and feel that it fitted in with the community.

Member Pozzetta discussed the half-wall elements, and reducing those to the minimum needed to keep water off the landing, and replace with railing where possible to increase the openness of the area. Mr. Skidmore asked for more clarification. Member Morrison reiterated that a combination of the half-wall and railing might be acceptable, and railing all around the porch.

Member Pozzetta asked about the paint color in front. Mr. Skidmore noted that he didn't necessarily want to have the same paint color in the front. If there was a secondary color, it could only be in the front so that the transition looked smooth at different angles, and appropriate use of trim with the secondary color. Mr. Skidmore stated he could change it back to the original blue.

Member Erickson asked about the potential for eliminating the second driveway by creating one extra-wide driveway. Member Spino clarified that the garage is on 4th Street and this front driveway is for guest parking. Mr. Skidmore stated there was no parking or sidewalks by his house, and he thought the circular driveway was safer with truck traffic. He also was concerned about the propane tank location and being able to service it. Chair Harrison stated that the photograph does not look like the drawing.

Member Morrison stated that from the updated exterior elevations, it looks like there should be more trim and graphics. Member Spino explained that they were in a "stop work" order due to the many changes from the approved plan and so that wasn't completed.

Chair Harrison then opened the public hearing.

Tammi Kosack, 322 N. 3rd Street, neighbor directly behind the lot of the property. She read a letter for the record seeking clarification on how the Community Development Department and the Boards work together for oversight of these projects. She specifically addressed the driveway on Dade Street, and that for fire department purpose, the address and driveway must be on 4th although the house faces Dade Street, and stated she didn't see a need for the secondary driveway. She felt that a letter from the architect after the fact regarding the addition of the roof was insufficient evidence for the design change. She gave examples of neighborhood homes that have not been able to make modifications or have come before the Board as new information came up prior to making major design changes and was unhappy that the owner was asking for permission after the fact. She was also concerned with the amount of impervious surface the new patio creates. She chose to buy her home in the historic district to have strict guidelines on building and renovation.

Ronaldo Christenson, 31 S. 10th Street, concurred with Ms. Kosack's comments and the necessity to maintain the Historic District at a specific level.

Mr. John Cotner, 1627 Atlantic Avenue, wanted to speak about the architect in this case, who is not listed as a DBPR professional architect. Member Erickson asked whether, as an architect, Mr. Cotner would have designed the roof. Mr.

Cotner replied he could not make that determination at the moment, but he does not believe that the letter is as credible since the author is not a certified design professional.

Mr. Skidmore stated that he tried to make the house fit in, and believed there were some mistakes made on the Board's side as well. He stated that the windows had originally been approved. He is willing to make some changes, including the railing system and paint color. He said that it is an unusual lot and so he wanted the driveway as a safety issue. He added the they were willing to do what they needed to do to move into their forever home and become part of the community.

Member Spino asked Mr. Skidmore which came first, the porch roof or the architect design. Mr. Skidmore thought that the design came in without the roof. Member Spino asked who added the roof in, and Mr. Skidmore said the architect had.

With no other speakers, Chair Harrison closed the public hearing and opened for Board discussion.

Member Erickson thought that the circular drive was inappropriate for this house and the neighborhood. Member Spino stated that the neighbors all have straight driveways, and the way the house was originally approved, there was a walkway from the street and garage on the 4th Street side. While there is some traffic, it wouldn't be considered busy. Member Conway was concerned about the variance needed for the driveway. Chair Harrison asked Mr. Cumella to clarify, and he stated that he suggested the applicant review the questions asked of a variance to show special circumstances to justify the driveway, but it is not a variance. Member Conway stated she did not see a special circumstance.

Chair Harrison wanted to discuss the hot tub issue. Member Spino stated that if it had come before the Board it probably would have been approved. Member Morrison expressed that it was of least concern.

The discussion then turned to paint colors with Member Spino stating that it was a massive blue house, but that he'd rather see one color than a patchwork of color. Member Pozzetta stated that his personal preference would be to have band board and two colors and with no band board approved with this application, he was reluctant to add something that was not previously approved, just as applicants should not add things that were not approved.

Member Erickson discussed his views on the roof and railing, he commented that he did not want it too tall; Member Morrison stated that the roof was draining onto the wall and it needed a dam or something to stop it. Member Pozzetta stated that their designer should have presented something to the Board so they could understand what they were approving and why.

Chair Harrison asked if the Board was recommending another continuance. Member Spino asked if we could give guidance and what would be acceptable to the Board. Member Pozzetta asked to construct a motion to meet all the concerns.

Chair Harrison was not convinced of the necessity of the roof. Member Morrison agreed, and stated it was a shame it wasn't gabled, but it was not bothersome enough to remove it. Member Erickson stated that roof wasn't the offensive part; it was the wall that was an issue. Member Morrison said that if the roof had come up for approval it may have been approved. Member Erickson stated he would not have approved it with that wall. The Board then reviewed elevations and photos.

Mr. Skidmore addressed the Board again, stating that he would lower the wall, open it with the rail. He wanted to compromise to prevent rain water getting in.

Mr. Cumella explained the full list of items the applicant was seeking approval for.

A motion was made by Member Pozzetta, seconded by Member Spino, to approve HDC 2016-32 with the following conditions: that exterior muntins be added to the windows, that a single color paint be used on the house, that the rear yard fence be a maximum of six feet high with previously approved design, that the HDC has approved moving the HVAC and the addition of the rear window, that the circular front drive be removed and the original walkway added as previously approved, that the stair landing wall between the home and accessory structure be reduced to one foot and open railing be installed to code requirement; and that the HDC make the following the findings of fact and conclusions of law part of the record this Amendment to case HDC 2016-32 with comments is substantially compliant with the Land Development Code, the Historic Downtown District Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

Member Pozzetta asked a question related to one of the public speakers – who checks the impervious materials as in the patio? Mr. Cumella stated that would be within CDD and that a permit has not yet been requested.

3.2 **ANNE B. KAVANAUGH C/O BILL KAVANAUGH, 907 SAN FERNANDO STREET (HDC 2017-19)**
Amendment to previously approved COA to reflect change in roofing materials from standing seam metal roof to 5-v crimp *(Quasi-Judicial)*

Mr. Cumella presented the case as outlined in the staff report.

Member Pozzetta asked why Staff could not approve this. Mr. Cumella explained that changes to Board-approved plans must come back to the Board.

Chair Harrison opened and closed the public hearing.

A motion was made by Member Erickson, seconded by Member Pozzetta, to approve HDC 2017-19 without conditions; and that the HDC make the following the findings of fact and conclusions of law part of the record that case HDC 2017-19 is substantially compliant with the Land Development Code, the Old Town District Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

3.3. **CMR ISLAND PROPERTIES, 22 S. 8TH STREET (CORNER OF ASH ST. & 9TH ST.) (HDC 2018-02)**
Conceptual Approval for the construction of 6 attached single-family townhomes. *(Quasi-Judicial)*

Mr. Cumella presented the case as outlined in the staff report, which is a continuation from the previous month. It presented changes from 10 units to 6 units which along with on street parking instead of garages. Some details were not in the conceptual approval but will be taken into consideration during the final approval phase. He showed the elevations of the proposed site plan. Chair Harrison asked about the location of the tree canopy and Mr. Cumella stated that the applicant had done a survey to accurately depict the tree canopy in plans. Upon this analysis, Staff concluded that the requested action was consistent with the Land Development Code, the Secretary of Interior Standards, and the Downtown Historic District Guidelines and recommended conceptual approval of case HDC 2018-02 with the condition that the applicant incorporates Staff and Board comments into the final design.

Member Erickson asked how this project compared with the project near the lumber yard. Mr. Cumella stated that the project was designed to look similar to storefronts on Centre Street, and this plan had changed dramatically from what had been proposed originally. City Attorney Bach explained that the comments from the public and Board related to the design not being similar to the neighborhood or other projects.

Member Spino asked whether a variance was required for the property, and Mr. Cumella stated that only variance would be the shade tree requirement, and the applicant, with this proposal, had addressed issues that would have required variances in the previous design. He clarified that the variance for the tree would come back as a separate item, that tonight was just conceptual approval, and the applicant would have to come back for final approval.

Mike McClosky, partner at CMR, the applicant, stated that they had listened to the comments from the first meeting and made a lot of changes in an attempt to meet the requirements.

Joel Ritzer, architect, spoke as to the changes that have been made to the design to respond to the Boards' concerns and community. He noted that the original mid-century modern design was a challenge and that they engaged a civil engineer for drainage. He also added the following subject matters, that they have talked to the neighbors and plan to continue conversations so they can be good neighbors as they reduced the density and garages which are significant concessions; that parking will be discussed further but that there were plans on adding on-street parking; that the structures will be 30-32 feet high with no roof decks; that they would add front porches that are accessed internally and that design elements would include gables and taller windows. The final presentation would include materials and colors, including James Hardy cement siding, cement shingle boards, composite roof, and colors which would be complementary, not matching with all trim being the same color. They believed the existing oak tree covered the shade tree requirement, however they would fill out the variance request. He also mentioned that the accent trees would be planted near parking as a buffer and streetscape texture.

Mr. Ritzer mentioned that they engaged an arborist, Early McCall, to give a management plan for the tree and building footprint and that there was a major crack in a tree limb which would have to be removed in order to balance the tree out.

Chair Harrison asked how close the structures would be to the tree canopy. Mr. Ritzer said they were pretty close but would defer to the arborist who may be at the next meeting. ***Chair Harrison stated that he would like to see how much of the canopy remains over the buildings. Member Spino suggested the Chairs inquiry implies that he would like to see a photograph with some drawings. Chair Harrison agreed.*** The Board discussed the drawings and would like to see the tree in relation to the buildings. Member Spino then brought up the tree on 5th Street where there is currently construction, and asked which foundation would be better for the tree – piers or slabs. Mr. Ritzer said they would review it and see if a hybrid would be possible.

Member Erickson observed that while they were proposing to leave the footprint of the old Fred's store, they were planning on removing half of the parking, and that might cause issues. He asked what they were planning on doing with the other buildings. Mr. Reitzer stated that the building was added on to, and at one point they proposed removing that addition, but it was not in this proposal. Additionally, the development is meant to be urban and higher density. Mr. McClosky stated that the existing buildings might be rented and are currently being used for storage as they don't need additional parking now. Member Erickson asked where future retail store's patrons would park. Mr. McClosky stated there was no requirement for parking and Mr. Cumella confirmed that the property is zoned C-3 with no parking requirement.

Public Hearing was then opened.

Peggy Lehosit, 1016 San Fernando Street, commented about the tree and that there was a misconception that the larger the tree, the harder it is to kill and that was not true. She stated that it was important to see Early McCall's tree report ***which will include photos with red lines indicating the limbs that are ok to remove-- providing an estimate of the tree canopy to be impacted*** and that there should be a tree protection zone in place prior to construction. The arborists involved at 5th Street had different opinions but they agreed on the protection zone. She also noted that there was a canopy limit on what can be removed.

Ronaldo Christianson, 31 S. 10th Street, considered himself an affected resident. He presented slides of owls that are living in the tree, and wanted to be considerate of the family already living there. He liked the new plans better than the last ones. He presented further slides concerning the safety of the tree and the lack of shade trees in the design. He was concerned about the height of the buildings and setbacks. He was happy to see the sidewalk but thought a study should be done on whether the parking should be parallel or 45-degree angle parking. Other concerns include trash and recycle bins accommodation. He felt badly for the Williams House and others as the property is not as well-crafted as the Victorian homes in the area.

Christopher Page, 103 S. 9th Street, owner of Williams House Bed & Breakfast, wanted to thank Mr. Christianson for being a spokesperson for the neighborhood and shared his concerns for his business. He thought that guests would not want to park far away from his business, and voiced concerns about the street parking for the project reducing parking available for his guests.

Kelvin Brown, 511 S. 6th Street, a member of First Missionary Baptist Church, wanted to make sure the property is developed to where the community can be proud of the area and asked the HDC to take their time to get it right the first time.

Sabrina Christianson, 31 S. 10th Street, voiced her support of proposed "Plan A", and reiterated that the tree needed to be protected.

Maria Page, 103 & 111 S. 9th Street, owner of Williams House, fell in love with the community and history of the town and house, and visits for those reasons. She explained that her home is a historic landmark and while she was happy with the design change, she had an issue with "Plan A". She didn't think a quadplex fitted in with the historical homes and suggested making them duplexes. She is concerned with the narrow street and parking, and asked for a further setback and additional trees be planted to help with privacy. She would like the tree protected and does not want to allow a variance for the shade tree requirement.

Public Hearing was then closed.

Chair Harrison asked for Board discussion. Member Erickson asked City Attorney Bach how the Board would be able to vote on the conceptual plan without knowing the outcome of the variance, or should they vote on the conceptual plan reflecting their feelings on the variance. City Attorney Bach stated that the variance would be a separate application and approval, and wanted time to consider the question. Member Erickson stated that this plan still does not have enough trees, and while it was much better than the first plan, it still looked sterile compared to the neighborhood.

Member Spino asked when the Board would be able to see its concerns addressed. Mr. Cumella stated that the plans were also being reviewed by the Technical Review Committee and some concerns were being addressed there. Member Spino stated that the concerns needed to be addressed to the HDC before approval by the TRC. He stated that all of the concerns had to be addressed before TRC approval. Mr. Cumella stated that this was an opportunity for the Board to give feedback. Member Erickson stated he didn't see all the concerns addressed and it looked like they were trying to fit too many things in that property. City Attorney Bach stated that the trees, parking, and those issues were out of the HDC's scope and they should be focusing on design, and if the Board approves this design, the trees and parking can be considered by other Boards.

Chair Harrison asked the Board their opinion of the quadplex versus a duplex. Member Morrison stated that he didn't think it was that long and setting the building back five feet would make much difference. Chair Harrison asked about the massing of the buildings, and Member Pozzetta discussed the many moving parts in a small area to try to make accommodations for trees, and added that the addition of the porches and the gables have helped soften and make it relatable to the community, and that adding a few trees and a sidewalk would also be an improvement.

Chair Harrison asked if 6 units were a reasonable number for this space. Member Spino discussed a scenario from a previous town and how after the neighbors pushed back on a project, an entirely different project came in and the neighborhood was not as nice as it used to be. He voiced his reluctance in pushing back and sees residential as the least intensive development that could possibly go on that site and that this developer was trying to protect the tree and take it into consideration, whereas other developers might bulldoze it. This is a fairly reasonable plan, although there are some concerns to be addressed, and he is in support of "Plan A" as presented.

Member Erickson asked if there were more units would it do some of the things that the Board might want. Other Board members were reluctant to change the plans that drastically. Chair Harrison stated that giving the go-ahead at this point meant six units and the basic design, with final approval on details later. Member Spino stated his support is contingent upon the height being no more than 30-32 feet, because anything taller would be incongruous. Member Conway wanted to know what would be the effect of the height on the canopy of the tree, and stated that was important to all.

Member Pozzetta commented on the materials that hardy lap siding was appropriate to the scale and type of the houses. He liked the idea of a hybrid foundation so the houses could look like they were on piers to tie into the community and wanted to see details from neighboring houses pulled in. Member Morrison agreed, and added that it would be beneficial to vary the style of the rail to break it up and pay attention to the quality and details of construction.

A motion was made by Member Spino, seconded by Member Conway, to approve HDC 2018-02 with the following conditions: that a tree study by an arborist be part of the next presentation; that concept A is the preferred model; that details and materials consistent with the neighborhood be presented, including a foundation with the appearance of piers; and that the HDC make the following the findings of fact and conclusions of law part of the record that case HDC 2018-02 is substantially compliant with the Land Development Code, the Historic Downtown District Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays, as follow:

Member Conway	**Aye**
Member Spino	**Aye**
Member Erickson	**Nay**
Member Pozzetta	**Aye**
Chair Harrison	**Aye**

Motion carried.

3.4 ANDERSON, HOWARD & BAKER, LLC, AND GILSON & CAROLINE KILLHOUR C/O MEGAN CHISM, BLOCK 2 LOT 6, OLD TOWN (GARDEN STREET) (HDC 2018-04)

Certificate of Approval (COA) to construct a 2-story primary structure w/detached, 1-story accessory structure. *(Quasi-Judicial)*

Mr. Cumella presented the case as outlined in the staff report, a continuation from last month, and provided details as to changes in the design from the previous presentation. Upon this analysis Staff concluded that the requested action was consistent with the Land Development Code, the Secretary of Interior Standards, and the Old Town District Guidelines and recommended approval of case HDC 2018-04 with the following conditions: that the soffits, fascia and trim be wood or composite product, as vinyl products are not permitted in the Historic District.

Chair Harrison commented that the pattern of the lots being developed in Old Town is changing, from the corner lots to the interior ones, and these lots have no side street access. He wondered if the existing Old Town guidelines are sufficient for the development of interior lots and whether they should be revisited. He thinks the applicant should have a narrower home with parking on the side.

Member Pozzetta asked about the foundation plan for the appearance of piers and requested to see one.

Megan Chism and Dwayne Chism, spoke on behalf of the applicant. Mr. Chism stated that the inset for the foundation will appear flush with the front façade of the block, and that it would not be completely inset but not protruding. Member Erickson asked what material would be used and Mr. Chism responded that it would be concrete with the inset to give the appearance of a pier. Member Morrison wasn't sure they would be able to get the louvered panels inset. Mr. Chism stated he thought the Board would be happy with the outcome, and Member Pozzetta stated that what had been previously described was not acceptable, and that if the porches were piers it would work. Member Spino asked if there was a set standard, and Mr. Cumella stated there wasn't, but the guidelines dictated an elevated foundation and a pier foundation is traditional. In other cases, the pier block had been inset flush.

Chair Harrison asked about the elevation of the lot from the street and accessibility. Mr. Chism stated it would follow the natural grade lines and would be lowered to not be so steep. Chair Harrison stated that the neighboring lots would still be at grade level and they would need to bulwark the neighboring lots.

Public Hearing was then opened.

Jennifer Harrison, 1820 Someruelus Street, was disturbed with the build because the house takes up so much of the width of the lot, and stated that there was no place to put the car. There are restrictions on garages and carports in Old Town, and the reason is to prevent the domination of the street of the space and obstruction of vehicle. She added that there were many cottages being constructed that are narrow enough to accommodate a rear garage and the applicant should follow those guidelines.

Moira Mead, 202 Estrada, stated that the guidelines state the proper placement of the building within the lot is essential to maintain the character of Old Town. She was concerned about the building size and parking.

Public was then closed.

Member Erickson asked why this was continued, and Mr. Cumella explained that there were issues with the garage and setbacks. Chair Harrison wanted to see a narrower home and a rear garage. Member Spino asked how wide the lot and home were, and Mr. Cumella replied 46 feet with 5 foot easements on both sides. Member Erickson wanted to know what had been approved in that area previously, and Mr. Cumella stated that previous applicants with interior lots had narrower homes with rear garages. Member Morrison commented on the aesthetic and did not like the rounded louvres and panel of columns along with the window roof detail. Member Pozzetta agreed and added that they would need to account for water in that area, and did not think the columns should be wider than the piers. Member Morrison thought the windows were not proportionate. Member Erickson wanted to address the size of the house for the lot, and did not want to set precedent to approve something that big on the lot. Member Morrison stated that if the project was consistent with the Land Development Code as far as setbacks he wasn't sure if they could reject it. Other members stated they could. Mr. Cumella stated that this house is consistent as to size but not width as to what had been previously built.

Chair Harrison reopened the public hearing to allow additional residents to speak.

Sharon Mock, 212 Estrada Street, was sworn in, and then spoke about the character to Old Town and that this project bothered her because it seemed to go against the work being done to preserve the neighborhood.

Mr. Chism commented that the guidelines for rear garages and driveways set limit to the amount of usable space. He did not really understand why the garage couldn't be in front.

Member Spino moved that the case be continued at this time to give the applicants time to review the comments. Member Spino pulled his motion as there was not consensus among the Board. Mr. Chism expressed that he was perplexed since they had Staff recommendation of approval and they aren't clear as to what the council wants. Chair Harrison stated that the Staff writes their report based on the guidelines and the Council bases its decision on the reports plus other factors for the final decision. City Attorney Bach asked the Board to express their concerns clearly so that the applicant can have feedback.

Member Pozzetta looked at the foundation plan as it did not show articulation, which came up last month. He feels that the foundation plan should show piers or appearance of piers, and would not approve until that is shown. He also wanted detail and materials on the louvers.

Member Spino commented on the concern of the neighbors regarding the size of the building on the lot.

Chair Harrison showed concern with the width of the house and would like parking on the side or rear. He also didn't like the vinyl or style of the house and also had concerns about the elevation above grade.

Member Erickson thought the house took up too much of the lot and was too far to the front. Additionally, he would rather see parking on the side or rear. He mentioned that he plans on driving around Old Town too with Mr. Cumella to learn more about the area.

Member Conway is concerned with the piers and the column size, and stated she preferred parking on the side or rear.

Member Morrison asked whether the applicant had been given feedback at the previous meeting regarding the width of the house. The Board didn't think so; Member Morrison was fine with the width and the applicants have done due diligence. He thought it would be hard to park in the rear to get in and out.

Chair Harrison asked the applicant if April 19 would be enough time and noted that revised drawings would be required within two weeks. Member Pozzetta stated that the decks should be on piers along with louvered panel to simulate the piers on the sides.

A motion was made by Member Spino, seconded by Member Erickson, to continue HDC 2018-04 to the April 19, 2018, meeting. Vote upon passage of the motion was taken by ayes and nays, being all ayes, carried.

4. New Business

4.1 DAVIS & YAYOI BURBANK C/O THE STOKES COMPANY, BLOCK 4 LOT 7 OLD TOWN (WHITE STREET) (HDC 2018-07)
Certificate of Approval (COA) to construct a 998SF primary structure. *(Quasi-Judicial)*

Member Morrison recused himself.

Mr. Cumella presented the case as outlined in the staff report being a new construction on White Street, and provided details as to changes in the design from the previous presentation. Upon this analysis Staff concluded that the requested action was consistent with the Land Development Code, the Secretary of Interior Standards, and the Old Town District Guidelines and recommended approval of case HDC 2018-07 with the following conditions: that the applicant provide clarification of the height, lot coverage, mechanical relocation, and the lattice material, which can all be done as staff approval with the Board's permission.

Member Morrison stated that he recused himself for the following case but was able to discuss this one.

David Burbank, the applicant, made himself available for questions. Mr. John Stokes, representing the applicant, also was available.

Chair Harrison asked why the house was so far back on the lot. Mr. Burbank stated that he wanted room to drive in and out of property, and proposed a dormer to get a view of the river. Member Spino stated that it looked about 35 feet back. Mr. Stokes stated that it was sided by the Pippi Longstocking house and in order for the Burbanks to have a view they had to set the house back. Member Spino stated it seemed inconsistent with HDC guidelines, which encourage to site property along Front Street. Member Pozzetta asked about the foundation system. Mr. Stokes stated it was masonry stem wall, concrete block, attaching cedar lattice material. The porch railings would also be painted wood.

Member Pozzetta stated the shutters looked a little small. Mr. Stokes stated this was similar to a house on Broome Street he did, but they could accommodate the Board's request to make them half the width of the window. Member Erickson asked if it was intentionally plain. Mr. Stokes stated this was the vision of Mr. and Mrs. Burbank. Member Erickson also commented that the parking was planned in front, and the last applicant was told to put it to the side or rear. Mr. Stokes stated that it appeared as though many homes in Old Town had front parking. Chair Harrison stated that if they have shutters on some windows, they should have shutters on all. Mr. Stokes said that was just an oversight.

Public Hearing was then opened.

Peggy Lehosit, 1016 San Fernando Street, thought that it was a cute house, but did not like where it was being put. She was concerned about the mature trees that would have to come down.

Jennifer Harrison, 1820 Someruelus Street, was concerned with the proper placement of the building and commented that new primary structures should front the street. She didn't see the advantage of having the house set so far back, and would like to see a gable on the back.

Mr. Burbank asked to speak to the issues. He explained that they wanted to move the house back because there is a telephone pole in the way and that the old trees were dead and though he hated to cut the trees, it was probably time for them to come down anyway. He added that they will follow recommendations. Chair Harrison stated that one of the problems with the location is that in the future, someone might come along and want to put a structure between the house and the street. He recommended sticking to the guidelines and moving the house forward.

Pat Taylor, 215 Amelia Street, whose property abuts the subject property, has three concerns: the setback, which has been discussed then the large cedar tree on the west side which she mentioned should be protected, and the utility pole guide wires which may impede access to the property. Chair Harrison thought that FPU might move the pole to accommodate homeowners.

Moira Mead, 202 Estrada Street, also took issue with the setback, stating that new structures are required to front the street, and her home, constructed in 2016, had to adhere to the 5 foot setback. She also had a problem with the batten siding, and noted that she knew of no other examples of that siding in Old Town. She also noted that she did not like the parking at the front of the house. Mr. Cumella commented on the siding, saying that it was allowed on other structures in Old Town, and that there was not specific prohibition.

Mr. Stokes commented that if the house was moved forward, some trimming of the cedar tree would be necessary.

Public Hearing was then closed.

Member Morrison wanted the front window to be centered, and preferred to run the lattice horizontally or vertically as opposed to at an angle. Member Pozzetta commented that he liked that the applicant was using wood and it was an appropriate style, and with a few minor details the house would be a good addition. Mr. Stokes wanted to clarify the Board's recommendations for changes being to move the house forward with a minimum setback of five foot, perhaps in line with the Pippi Longstocking house and address the button pattern.

Chair Harrison then reopened the public hearing.

Jennifer Harrison, 1820 Someruelus Street, mentioned that there was an item in the guidelines that said that driveways should not be side by side.

Chair Harrison closed the public hearing.

A motion was made by Member Spino, seconded by Member Pozzetta, to continue HDC 2018-07 to the April 19, 2018, meeting. Vote upon passage of the motion was taken by ayes and nays, and being all ayes, carried.

4.2 GLR TRUST AGREEMENT, MICHAEL H. HUFFMAN & KAREN L. HUFFMANC/O COTNER ASSOCIATES, 303 CALHOUN STREET (HDC 2018-08)
Certificate of Approval (COA) to construct two accessory structures totaling 1,000 SF and covered walkway to primary structure. *(Quasi-judicial)*

Member Morrison abstained from this item.

Mr. Cumella presented the case as outlined in the staff report, and explained that this COA was approvoved back in March 2017, was set to expire without any more extensions and was being presented for approval as a new case. Upon this analysis Staff concluded that the requested action was consistent with the Land Development Code, the Secretary of Interior Standards, and the Downtown Historic District Guidelines and recommended approval of case HDC 2018-08 without conditions.

Mr. Cotner spoke on behalf of the applicant, and commented on the HDC process, and that several applicants came unprepared and needed to bring design professionals. He stated that the only change is for code regulations.

Chair Harrison asked why the applicant hasn't moved forward and Mr. Cotner explained that they had several properties and had been working on those.

Public Hearing was opened and then closed.

A motion was made by Member Erickson, seconded by Member Conway, to approve HDC 2018-08 without conditions; and that the HDC make the following the findings of fact and conclusions of law part of the record that case HDC 2018-08 is substantially compliant with the Land Development Code, the Historic Downtown District Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays, and being all ayes, carried.

4.3 JEFFREY HASKETT C/O MICHAEL RICHARDSON, 122 S. 6TH STREET (HDC 2018-09)
Certificate of Approval (COA) to construct 180 SF screen room addition at rear of home. *(Quasi-judicial)*

Planner Cumella presented the case as outlined in the staff report. Upon this analysis Staff concluded that the requested action was consistent with the Land Development Code, the Secretary of Interior Standards, and the Downtown Historic District Guidelines and recommended approval of case HDC 2018-09 without conditions.

Jeffery Haskett, applicant, was present for questions.

Public Hearing was then opened.

James Shroads, 119 S. 7th Street, stated that he lives in one of the Egmont homes in the area and his property abuts this property. He noted that he supports the project, as the other neighbors. He recommended that this item be approved.

Constance Scott, 123 & 127 S. 7th Street, was sworn in, and stated she was a neighbor and was in agreement with the proposal.

Public Hearing was then closed.

Member Morrison asked about the materials being used and Mr. Cumella stated there were no specific guidelines.

Mike Richardson, architect for the applicant, produced the design and drawings.

A motion was made by Member Conway, seconded by Member Spino, to approve HDC 2018-09 without conditions; and that the HDC make the following the findings of fact and conclusions of law part of the record that case HDC 2018-09 is substantially compliant with the Land Development Code, the Historic Downtown District Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays, and being all ayes, carried.

5. Board Business

There was no board business to report.

6. Staff Report

6.1 PRESENTATION – 101 N. 2ND STREET (C.H. HUOT 1882 BUILDING)

Mr. Cumella presented a report on the history and condition of the "Standard Marine Building" as requested by the HDC. The Code Enforcement Manager and Mr. Cumella recently did a site visit and saw that the roof had failed, that there were missing windows, and that there were several other code violations and that the building is deteriorating. He then mentioned that there was a part of the LDC that addresses demolition by neglect. Staff recommends to the HDC that we make a finding of demolition by neglect and refer the case to the Code Enforcement and Appeals Board.

Chair Harrison asked if any audience members could speak to the finding of Demolition by Neglect and its implications to the Downtown area. City Attorney Bach stated she did not think the community would want the building demolished because of the historic value and that the private property owner may not want to sell it, but the City can possibly take action.

Member Morrison stated that this property might be more valuable to the owner without the building, which does not incentivize him to repair it. Mr. Cumella stated that it had been vacant since the 1980s and was at a tipping point where the community could lose the building, even though it is not in the Historic District.

Arlene Filkoff, Director of the Main Street Program, has reached out to the owner of the building to urge him to put the building in the historic district. The owner does not want to work on this building, and does not believe anything is salvageable besides the four walls. He is firm in that stance.

A motion was made by Member Spino, seconded by Member Erickson, to make a finding of Demolition by Neglect for the property at 101 N. 2nd Street known as the C.H. Huot 1882 building, and refer the case to the City of Fernandina Beach Code Enforcement and Appeals Board. Vote upon passage of the motion was taken by ayes and nays, being all ayes, carried.

Suann Thamm, 404 Broome Street, asked Ms. Bach what the consequences would be if the property being found in Demolition by Neglect, changed ownership. Ms. Bach stated that the liens and findings stayed with the property.

6.2 HISTORIC RESOURCE ASSESSMENTS

Mr. Cumella presented preliminary assessments on historic properties. He also announced that the Friends of Bosque Bello Cemetery would be meeting and asked for Board participation. Member Conway volunteered to represent the HDC.

7. Public Comment (Items not on the Agenda)

Chair Harrison commented that he thought it was time to revisit the Old Town Historic Guidelines. Mr. Cumella agreed and suggested setting up a workshop.

8. Adjournment - There being no further business to come before the Historic District Council, the meeting was adjourned 9:19 pm.

Samantha Rogic, Secretary

Michael Harrison, Chair

5/24/2018

1. **Call to Order –** The meeting was called to order at 5:00 pm.

Roll Call/Determination of Quorum

Council Members Present

Chair Michael Harrison
James Pozzetta (Alt 1)
Michael Spino
Vice Chair William Tilson
Angela Jones Conway
Robert Erickson

Council Members Absent

Benjamin Morrison (Alt 2)

Others Present

Tammi Bach, City Attorney
Jacob Platt, City Planner
Kelly Gibson, Planning Manager
Samantha Rogic, Recording Secretary

Chair Harrison asked the Board to disclose ex-parte communication. Member Conway disclosed that she had been contacted regarding the St. Michael's case.

City Attorney Bach explained the quasi-judicial procedures.

Secretary Rogic administered the oath for those who wished to testify.

2. **Approval of Meeting Minutes**

The revised minutes from March 15, 2018, were presented for approval. Chair Harrison explained that Member Spino requested that his motion be changed to reflect that he had requested photos of the Fred's tree showing which limbs would be required to be removed.

A motion was made by Member Spino, seconded by Vice Chair Tilson, to approve the minutes. Vote upon passage of the motion was taken by ayes and nays, and being all ayes, carried.

A motion was made by Member Spino, seconded by Vice Chair Tilson, to reconsider the April 2018 minutes. Vote upon passage of the motion was taken by ayes and nays, and being all ayes, carried.

A motion was made by Member Conway, seconded by Member Erickson, to void the decision on the March meeting minutes. Vote upon passage of the motion was taken by ayes and nays, and being all ayes, carried.

3. **Old Business**

3.1 **STEVE SKIDMORE, 327 N 4TH STREET (HDC 2016-32)**
Amendment to Certificate of Approval to add a drive at front yard and alter design of railings at top of accessory structure stairs. (Quasi-Judicial)

Chair Harrison introduced item. Planner Gibson presented the staff report, reconsidering an action regarding the driveway and railings. The circular driveway was constructed without a Certificate of Approval earlier this year and heard by HDC in March, and the applicant was denied. The applicant was given 90 days to from the date of May 10 to come into compliance with all the directions given by the HDC. Today, they are requesting a paver driveway and submitted several driveway designs for consideration. The first option is the applicant's preferred, which provides parking in front of the residence. Ms. Gibson stated that this plan matches the existing driveway that was constructed, slightly reconfigured. The

calculations for impervious service fall under the maximums allowed. The applicant wishes to modify the railings to better reflect the dimensions of the floor. She presented images of the property as the requests are currently built and discussed the proposed alterations. Staff has reviewed the guidelines and recommends approval of the requested amendments.

Chair Harrison asked what the initial objection to the circular driveway was; Ms. Gibson said that she was not sure but that it may have been related to the width and the character of the neighborhood.

Steve Skidmore, the applicant, 327 N. 4th Street, submitted the changes and has halted work until they could get approval from the HDC. He explained the driveway alternatives, and that there is not on-street parking available so he wanted a driveway for his guests to be able to park their cars. He prefers the first option presented.

Member Erickson was not in favor of the first option, likes some of the alternates better. Vice Chair Tilson stated that it was unusual for there to be parking in front of the house, and option three allows for parking without the vehicles being in front of the main façade. The Board wanted to know why it was necessary to have parking in front of the house. Mr. Skidmore stated that the house's proximity to the port does not allow for street parking and wanted guest parking. Chair Harrison asked why rear parking wasn't sufficient. Mr. Skidmore stated he wanted his guests to come to the front door. Chair Harrison thought that there was already adequate space to park in the rear.

Mr. Skidmore asked if that meant they couldn't have this second driveway at all, he wants to work through this and realizes he may have made some mistakes. He doesn't want a delivery vehicle to leave his car running in the street and have it hit by a semi going to the port, and wants a place for vehicles to turn around or pull through. Chair Harrison stated that at the moment, the Board seems inclined to not have people park in the front.

Chair Harrison asked about the railings. Mr. Skidmore explained the changes; there was concern about water ingress. The Board discussed the changes, the spindles, and they would be made of wood. Member Spino asked about the paint color, which will be blue.

Chair Harrison opened the hearing to the public.

Ms. Tammy Kosack, 322 N. 3rd Street, expressed dissatisfaction with the project. She lives very close and has an adjustment to the Skidmores moving in. The railings on the attached garage remain a point of contention in the neighborhood, and they would like to know why it was allowed to remain even with the amendment of 12 inches. The argument that the mechanicals go underneath, and that it is expensive, and the rain ingress issues, are irrelevant in her opinion because they did not build as approved. She expressed frustration at the builder, and believes that the builder should be forced to bring it back into compliance at their expense. She heard a suggestion that the builder's license be pulled and he be prohibited from working in the City for 5 years to encourage people to follow the rules. The driveway should be removed, and has three issues in her opinion: there is not previous access to Dade Street, and that requires a permit from the City or FDOT, not just the HDC; the Land Development Code states that the drive should be on the 4th Street, which no only has a 2-car garage, but is double-wide and can fit four cars; the original argument was that they didn't want anyone having to back up on a busy street, but the proposed alternatives all require someone to back up onto Dade Street. In this case, the driveway doesn't allow for pedestrian walkability. She advocates for copious amounts of vegetation to offset the amount of impervious surface on the property. She also questioned whether this should go to HDC as an amendment to an amendment, or to the City Commission.

Attorney Bach clarified that appeals go before the City Commission; amendment requests are not limited at the HDC.

Chair Harrison closed the public hearing and opened for Board discussion.

Member Erickson thought that earlier in the discussion, all versions of the driveway had been vetoed. Vice Chair Tilson said the only one that was barely acceptable was the third, but agreed that the available parking as acceptable and the driveway was not needed. Chair Harrison stated that the wish of the Board was that there be no driveway.

There were no concerns with the railings, and Member Pozzetta stated that this solution addressed the issues brought up at the previous hearing.

There was discussion as to whether a motion needed to be made, and Ms. Gibson stated that the applicant had made a request to use one of the proposed driveway alternatives instead of the removal ordered by the Board; an there was an amendment to the railing request for height.

A motion was made by Member Erickson, seconded by Vice Chair Tilson, to approve the amendment to HDC 2016-32 with the following conditions: that there be no approval for the driveway at the front of the house on the Dade Street side, and the railings be approved as presented. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

Mr. Skidmore asked about the walkway to the front of the house. The Board said that it had not been discussed. Ms. Gibson stated that if had been approved on the original plan, it was approved. Attorney Bach clarified that they were authorized to do only what was on the approved site plan.

3.2 **GLORIA PAYNE C/O RICE ARCHITECTS, 20 S. 6TH STREET (HDC 2018-15)**
Certificate of Approval (COA) to demolish a non-contributing accessory structure and construct a new addition at rear of property *(Quasi-Judicial)*

Ms. Gibson presented the staff report with slideshow illustrations. She stated that they had reviewed this item at the April meeting and brought it back for additional questions. The structure is non-contributing and the demolition meets all standards, and the new structure will be painted to match the primary structure.

Chair Harrison asked for questions. Member Pozzetta wanted to verify that the overhang for the new structure will not encroach on the property line. There are two drawings that appear to contradict each other.

Steve Gilchrist, with the architect/contractor, spoke on behalf of the applicant. They would like to remove the old, dilapidated structure on the property and build a new painting studio. He addressed the overhang question, which he had discussed with Mr. Cumella previously. They are changing the pitch of the roof and it will not encroach. It will replicate the existing house. Vice Chair Tilson requested that the lot lines be shown on plans for the future.

Member Erickson asked which material was being used for the doors. Mr. Gilchrist replied wood to match the house.

Chair Harrison opened the public hearing, and there being no one to speak, closed the public hearing. He then opened for Board discussion.

Member Spino stated that the applicant had answered all their questions; the only thing he would change is that in the past, the Board had discussed differentiating additional new structures so we knew which were new and which were historic. In this case it does not matter much.

Member Erickson thinks this will be a nice addition.

A motion was made by Member Spino, seconded by Vice Chair Tilson, to approve HDC 2018-15 with no conditions; and that the HDC make the following the findings of fact and conclusions of law part of the record that case HDC 2018-15 Amendment with comments is substantially compliant with the Land Development Code, the Historic Downtown District Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

4. New Business

Chair Harrison introduced the items. Ms. Gibson excused herself from the presentation and Mr. Platt was available to provide staff support. Chair Harrison asked Jose Miranda, architect for the projects, to present a brief overview of the project.

Attorney Bach clarified that this presentation would be for all six cases and that the quasi-judicial hearing was open. Separate motions will be made for all cases. If any case goes to appeal, it may be seen as all together by a judge.

Mr. Miranda stated that this is the last area of St. Michael's that need updating. It is a multi-stage project. They would like to demolish two buildings, relocate another and renovate it with a new foundation system. He is requesting variances for setback requirements to keep in context of the historic period. They would like to add ADA features to that building. The next phase would be to construct a new building as the family life center. HE discussed required valet parking spaces for the sanctuary.

Member Spino asked to see drawing P5 for the scale. The applicant could have gotten an administrative approval for one setback, but chose to go through the variance process. Mr. Miranda explained that he felt it was in the HDC's purview and wanted to bring it before them. He stated that all drawings were appropriately scaled. Member Spino voiced concerns over the potential lighting for the buildings out of respect for the Broome Street neighbors as required by the Land Development Code. Mr. Miranda stated that they will provide all plans for shielding to the TRC and HDC for approval at the appropriate time. Member Spino asked about fencing the east side of the Broome Street property. Mr. Miranda agreed.

Member Erickson asked whether they were trying to make the new facility look like a house, and Mr. Miranda stated that there were because of the context of the neighborhood. That explains the garage doors which will house storage. He asked about the shutters and Mr. Miranda indicated that they were an accessory and not functional, and they did not want to waste money on the back ones. New construction does not require shutters. He wanted to keep it consistent around the corner but it doesn't make sense. They discussed whether to keep the shutters on some windows, or removed them.

Member Conway asked why stucco was chosen for this building when many in the neighborhood are lapboard. She doesn't think it blends well. Mr. Miranda stated that it is to be associated the church which is stucco, and they are planning on using lap siding on the gable ends. It's a bridge. He is open to their recommendation.

Chair Harrison wanted to move into the specific cases, and it was determined that they would vote on each case as presented, but they reserved the right to revisit the case tonight if as they go down the list there is some conflict. Public comment will be accepted at each item, but Chair Harrison requested that the public speak early so the Board could have the benefit of their feedback early.

4.1 ST. MICHAEL CATHOLIC CHURCH C/O JOSE MIRANDA, 224 N. 5TH STREET (HDC 2018-13)
Certificate of Approval (COA) to demolish a non-contributing 2-story primary structure *(Quasi-Judicial)*

Mr. Platt presented the staff report as written, showed slides, and stated that staff recommends approval. This structure does not meet criteria for historic certification.

Chair Harrison wanted to know if all options had been considered before demolition as listed in the criteria. Mr. Miranda stated that he did not think the criteria applied to a non-contributing building. Mr. Platt stated that the guidelines do differentiate between contributing and non-contributing structures and that was why staff recommends approval. The Board discussed the guidelines briefly. Member Conway stated that the non-contributing structure built in 1998 was well done and consistent with the surrounding buildings. The Board asked if it was possible to move the building and Mr. Miranda stated that it is on a slab and not feasible to move it.

Chair Harrison opened the public hearing.

Ms. Suzanne Dixon, 505 Calhoun Street, commented that although the building is only 20 years old, it fits in with the rest of the church property and requests that relocation be considered prior to demolition.

Ms. Suanne Thamm, 404 Broome Street, was concerned about the affordable housing crisis and that building might be a good candidate for relocation for that purpose. She agrees the church has the right to use the building, but if it not longer serves a purpose, it could be relocated and recycled, perhaps donated.

Member Erickson stated that because it is built on a slab, it could be damaged during the move and it would be very expensive. This house is on piers he would insist it be moved.

Ms. Tammy Kosack, 322 N. 3rd Street, understands the viewpoints of the other speakers and the difficulty of moving the building. She considers the building valuable. She also asked about parking for one of the later items, with regard to the

number of spaces, and the time frame for the whole plan. She wanted to know how construction would affect an already crowded parking situation.

Chair Harrison closed the public meeting and opened for Board discussion.

The Board discussion indicated the motion should cover either demolition or relocation. Vice Chair Tilson suggested the option of recycling. The Board discussed caution at setting a precedent by requiring recycling. Chair Harrison asked for discussion for options other than demolition, which should be seen as the last resort. He wanted more wording to include finding other uses for the building and material.

A motion was made by Member Erickson, seconded by Vice Chair Tilson, to approve HDC 2018-13 with no conditions; and that the HDC make the following the findings of fact and conclusions of law part of the record that case HDC 2018-13 Amendment with comments is substantially compliant with the Land Development Code, the Historic Downtown District Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays and was 4-1 in favor. Chair Harrison was the nay vote.

4.2 ST. MICHAEL CATHOLIC CHURCH C/O JOSE MIRANDA, 222 N. 5TH STREET (HDC 2018-19) Conceptual certificate of Approval (COA) for the relocation and rehabilitation of a contributing primary structure *(Quasi-Judicial)*

Mr. Platt introduced the case and presented the staff report. Staff recommends approval.

Member Spino asked why this was coming for conceptual approval, when there was a backlog of cases and the Board would have to hear this again for final approval. Mr. Miranda explained that they aren't ready to build, and they don't have all the information available yet for final. Mr. Platt explained that this will also come before the TRC to catch any items that might needs to be altered prior to final approval.

Chair Harrison opened the public hearing.

Ms. Carol Hayes, 217 N. 6th Street, lives behind the existing structure and wanted more information regarding the proposed retention pond, lighting and other details when the time is appropriate.

Ms. Suzanne Dixon, 505 Calhoun Street, asked about the parking lot and landscaping. She wasn't sure there was enough room for all the required bushes and vegetation, and expressed concern that the landscaping will not be addressed properly. She expressed concern with the TDC regarding a situation with a playground and gravel that was not considered by the HDC, and has no vegetation. She is unhappy with the view from her home.

Mr. Miranda stated that the entire site will meet all TRC requirements for landscaping. They have a civil engineer on staff for that purpose. The project will address the subject properties, not sure if the city has jurisdiction over completed projects to force the church to re-landscape the playground area.

There was a request to explain the setback variance – Mr. Miranda explained that the building is currently setback at 9 feet, but because it is being moved, the new code requires a 20' setback. They want to keep it at the same distance as it currently is. There was Board discussion regarding whether the whole set should be viewed as conceptual, and then on the landscaping for the church property in general, and then discussion refocused on the issue at hand. Landscaping is not in HDC purview.

Ms. Dixon responded understands that landscaping is not in the Board's purview but thinks the City staff because they approved the last project.

A motion was made by Member Erickson, seconded by Vice Chair Tilson, to approve HDC 2018-19 with no conditions; and that the HDC make the following the findings of fact and conclusions of law part of the record that case HDC 2018-19 Amendment with comments is substantially compliant with the Land Development Code, the Historic Downtown District Guidelines, and the Secretary of Interior Standards to warrant conceptual approval at this time. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

4.3 ST. MICHAEL CATHOLIC CHURCH C/O JOSE MIRANDA, 222 N 5TH STREET (HDC 2018-12)
Variance from the Land Development Code (LDC) Section 4.02.03(E) Standards for Building Heights and Setbacks to reduce front yard setback from 25' to 9'9" and to reduce the side yard setback from 20' to 5'. *(Quasi-Judicial)*

Mr. Platt presented the case, and explained that the request meets all six criteria for variance request, and staff recommends approval.

The Board asked to see the site plan. Mr. Platt showed it on the screen. There was discussion regarding the context of the building. The Context Sensitive review was not available to the applicant in this case.

Chair Harrison opened and closed the public hearing.

The Board wanted to know if the building was in good enough shape to move, and Mr. Miranda explained it would help facilitate repairs to the piers. The current piers are bricks, the new ones will be concrete with brick veneer.

A motion was made by Vice Chair Tilson, seconded by Member Erickson, to approve HDC 2018-12 with no conditions; and that the HDC make the following the findings of fact and conclusions of law part of the record that case HDC 2018-12 Amendment with comments is substantially compliant with the Land Development Code, the Historic Downtown District Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

4.4 ST. MICHAEL CATHOLIC CHURCH C/O JOSE MIRANDA, 505 BROOME STREET (HDC 2018-18)
Certificate of Approval (COA) for the demolition of the non-contributing primary structure. *(Quasi-Judicial)*

Mr. Platt presented the case, the loss of the structure would not present a loss for the Historic District, and staff recommends approval.

Chair Harrison asked about zoning, Mr. Platt stated that it was R-2.

Mr. Miranda explained that this structure was brick on slab and therefore unable to be relocated. Member Conway stated that this is a good opportunity to remove a structure that was built in the 1970s that did not conform to historic guidelines.

A motion was made by Member Erickson, seconded by Member Conway, to approve HDC 2018-18 with no conditions; and that the HDC make the following the findings of fact and conclusions of law part of the record that case HDC 2018-18 Amendment with comments is substantially compliant with the Land Development Code, the Historic Downtown District Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

4.5 ST. MICHAEL CATHOLIC CHURCH C/O JOSE MIRANDA, 505 BROOME STREET (HDC 2018-20)
Conceptual Certificate of Approval (COA) to construct an approximately 6,300sf primary structure and associated parking lot. *(Quasi-Judicial)*

Mr. Platt presented the case, stating the criteria 1-7 do not apply, and the proposal meets criteria 8, 9, and 10. Chair Harrison asked to see the parking associated with this application. There is no increase in parking planned. The Board asked about the foundation, and Mr. Miranda stated it was to be slab on fill. The Board asked how it would keep in context with historic buildings, and Mr. Miranda stated that one should not try to replicate Historic buildings.

Chair Harrison opened the public hearing.

Ms. Carol Hayes, 217 N. 6th Street, expressed concern at the many components and it is a very large building compared to the homes in the area.

Ms. Suzanne Dixon, 505 Calhoun Street, was also concerned with the scale of the building. Should it accommodate the church or the community?

Mr. Miranda stated that the current building is 2735SF, and the new building is 6500sf. Net increase is 2000 SF.

Mr. Terry Peterson, 511 Broome Street, states his home was built in 1872 and his family has been in the house since the 1920s. This is a massive structure not keeping with the neighborhood. He is worried about traffic and potential negative impact on the neighborhood.

Mr. Lewis Goldman, 23 South 6th Street, asked whether it would have a parking requirement if it was not a church building. Mr. Platt stated it varies depending on use, office building not related to church not allowed in neighborhood. There are 21 current spots, valet parking is not used often. He presented photos and thought a variance for additional parking was necessary. He also was opposed to the scale of the building.

Mr. Paul Palmer, 414 Broome Street, agreed with the previous speakers on the issues. He does not think that it looks like the church or house in the neighborhood. He does not like the material proposed. He does not like variances. The building should be set back with landscaping.

Ms. Suanne Thamm, 404 Broome Street, wanted to know that if they are planning on demolishing two structures and move the historic home, why not move the historic building to the office site, where it would fit in with the street scape? It would free up space for a larger building on 5th Street which might fit better.

Chair Harrison closed the public hearing.

Mr. Miranda stated that it would be challenging to put the building on that site because of the drainage in the area. Member Erickson asked about an underground retention pond, and Mr. Miranda stated it may not be feasible. He then asked about how many offices that church currently has, and how many they were adding. He wanted to know about parking.

The Board further discussed the possibility of putting the building in another location, and of finding design elements to break up the massiveness of the building. Member Conway was concerned with scale and expressed her inclination to vote against. There was a suggestion that lap siding might help with scale, and several design options were floated.

City Attorney Bach was consulted about the process, concerns with the staff work load. She advised that they did not necessarily have enough information based on feedback to approve anything conceptually.

A motion was made by Member Conway, seconded by Vie Chair Tilson, to continue cases HDC 2018-20 and 2018-17 to the June 21, 2018, meeting. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

4.6 ST. MICHAEL CATHOLIC CHURCH C/O JOSE MIRANDA, 505 BROOME STREET (HDC 2018-17)
Variance from the Land Development Code (LDC) section 4.02.03(E) standards for Building Heights and Setbacks to reduce front yard setback from 25' to 15'. *(Quasi-Judicial)*

This item was continued per the previous motion.

4.7 REHA LONDON C/O WICKLESS CONSTRUCTION INC., 416 S. 7TH STREET (HDC 2018-23)
Certificate of Approval (COA) to remove two windows on front elevation and change opening to accommodate a door and sidelight; replace one additional window.

Chair Harrison introduced the case. Mr. Platt presented the staff report as written with a slide presentation. Staff recommends approval.

Mr. Gary Wickless spoke on behalf of the applicant. He stated that they are remodeling the kitchen and would like to move the doors as part of the project.

The Board asked if the current windows and door were original to the house.

Ms. Reha London, 416 S. 7th Street, explained that the reason for the changes is that her kitchen is very small. The house of a neighbor is a mirror which is a shotgun style. This change could restore the house to what it may have originally looked like. She is planning on a Dutch door to be able to keep it half-open for

Chair Harrison opened the public hearing.

Ms. Susannah Warner, 430 S. 7th Street, is the owner of the mirror image house, and totally approves of the project.

Chair Harrison closed the public hearing and opened for Board discussion.

The Board discussed the design of the door briefly.

A motion was made by Member Spino, seconded by Vice Chair Tilson, to approve HDC 2018-23 with the following conditions: that the actual design and materials of the door be subject to review and approve by staff; and that the HDC make the following the findings of fact and conclusions of law part of the record that case HDC 2018-23 Amendment with comments is substantially compliant with the Land Development Code, the Historic Downtown District Guidelines, and the Secretary of Interior Standards to warrant approval at this time. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

5. STAFF-APPROVED CERTIFICATES OF APPROVAL

5.1 **HAL LONDON, 19 S. 6TH STREET (HDC 2018-25)**

5.2 **LOFTS ON FIFTH, LLC, 19 N. 5TH STREET (HDC SA 2018-26)**

5.3 **STEVEN CARVER, 110 S. 4TH STREET (HDC SA 2018-27)**

5.4 **MONTIETH STEWART C/O PARKER CONTRACTING 211 S. 7TH STREET (HDC SA 2018-28)**

5.5 **GILLETTE & ASSOC. C/O HARBORVIEW-ARTISAN LLC, 117 S 3RD STREET (HDC SA 2018-29)**

5.6 **DAVID A. AUSTIN, 116 N. 4TH STREET, (HDC SA 2018-30)**

5.7 **STEVEN W. CARVER, 110 S. 4TH STREET (HDC SA 2018-31)**

5.8 **STEVEN W. CARVER, 110 S. 4TH STREET (HDC SA 2018-32)**

5.9 **POZZI ENTERPRISES LLC C/O CALL CONSTRUCTION UNLIMITED, 302 ASH STREET (HDC SA 2018-33)**

5.10 **CHADWICK J. WYKLE & MICHAEL T. FLANAGAN C/O RUSHING CONSTRUCTION, 310 ESCAMBIA STREET (HDC SA 2018-34)**

5.11 **DONNA BALLARD C/O SAM FEATHERSTON, 816 ATLANTIC AVE (HDC SA 2018-36)**

6. BOARD BUSINESS

6.1 **HDC Alternate #2 Application Review and Recommendation to City Commission**

1. Jose Miranda
2. Enrique P. (Ricky) Escalante

A vote was taken by voice, to send both applications forward to the City Commission for their choosing. All were in favor.

Chair Harrison added that on June 5, he would be presenting with Sal Cumella on the Historic District Council and requested that board members who were able to attend, would, and for Board members to send any suggestions to Mr. Cumella. City Attorney Bach advised that Mr. Cumella could forward messages on to Chair Harrison.

7. STAFF REPORT

7.1 **Florida Trust for Historic Preservation 5/17-19 in Jacksonville**

7.2 **ATM Standards**

Mr. Platt suggested these items be presented when Mr. Cumella returned.

8. PUBLIC COMMENT

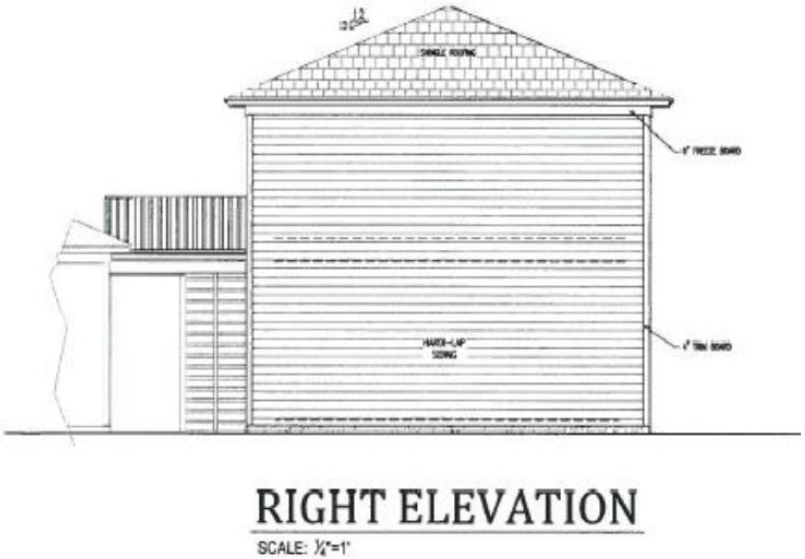
There was no further public comment.

9. Adjournment - There being no further business to come before the Historic District Council, the meeting was adjourned 8:02 pm.

Samantha Rogic, Clerk

Michael Harrison, Chair

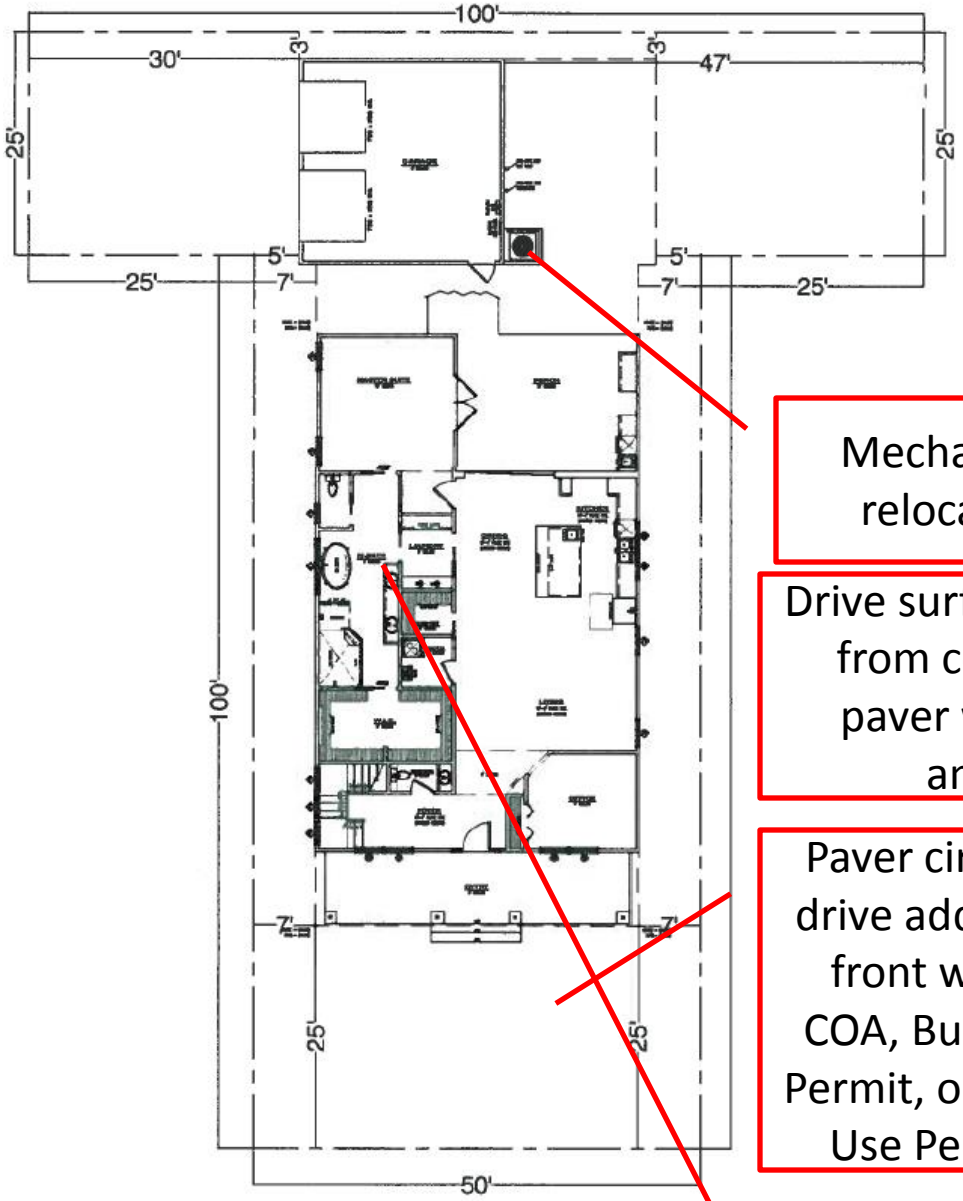
327 N 4th Street Site Visit 1/11/18



Roof added/ change to railings

Hot Tub/shower deck added w/out COA/Permit

Patio added w/out COA/ permit



SITE LAYOUT

Mechanical relocated

Drive surface changed from concrete to paver w/no COA amend.

Paver circular drive added at front w/no COA, Building Permit, or ROW Use Permit

Roof added/ change to railings

No CO/Permit; Violates LDC Height Regulations
No COA/Permit for patio
01.11.2018 18:10

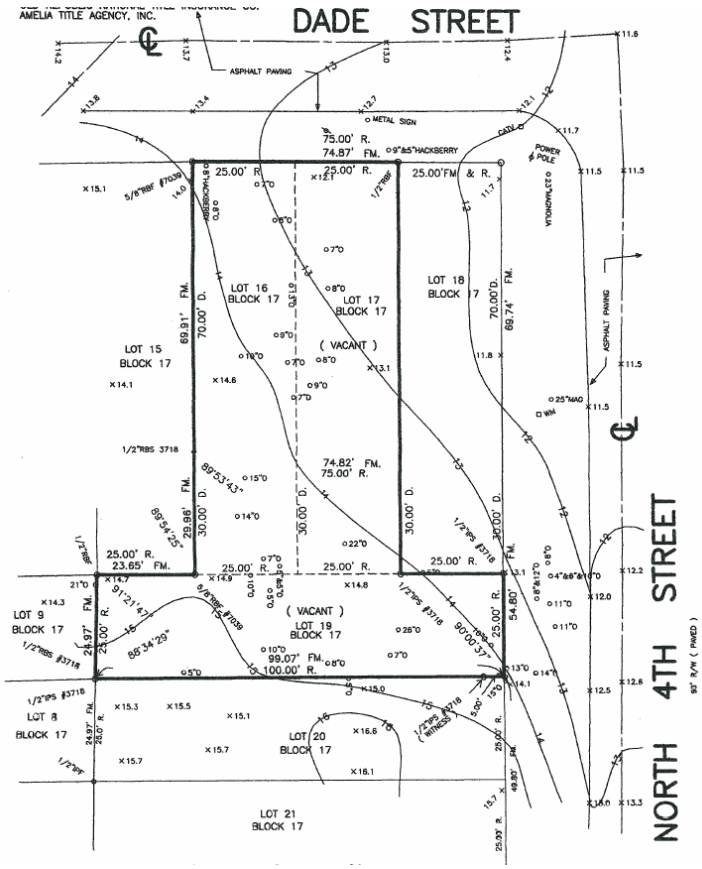
01.11.2018 18:10

Attached to neighbors trees

Port A Potty in right of way

Disturbed soils washing off of site onto adjoining property and roadway

Dumpster located on adjoining parcel



Soil mounded on tree root flares; no tree protection or silt fencing

CERTIFICATION

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

1. I/We hereby attest to the fact that the above supplied parcel number(s) and legal description(s) is (are) the true and proper identification of the area of this petition.

2. I/We authorize staff from the Community Development Department to enter onto the property in question during regular city business hours in order to take photos which will be placed in the permanent file.

*3. I/We understand that Certificates of Approval are only valid for **one year** from issuance. They are renewable for six months without cause, and for an additional six months, upon showing of good cause by the applicant. The applicant must submit all requests for extensions in writing and provide appropriate support documentation, if needed.*

4. I/We understand that all changes to the approved scope of work stated in a COA have to be approved by the HDC before work commences on those changes. There will be no charge for a revision to a COA. Making changes that have not been approved can result in a Stop Work Order being placed on the entire project and/or additional fees/penalties.

5. It is understood that the approval of this application by the Historic District Council or staff in no way constitutes approval of a Building Permit for construction from the City of Fernandina Beach Building Department.

6. The COA review time period will not commence until your application is deemed complete by staff and may take up to 10 days to process.

7. Historic District Council meetings are conducted in a quasi-judicial hearing and as such ex-parte communications are prohibited (Communication about your project with a Historic District Council member).

11-15-16
Date

Signature of Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 15 day of November, 20 16

Kristina Dill
Notary Public: Signature

Kristina Dill
Printed Name

10/26/2018
My Commission Expires

Personally Known _____ OR Produced Identification FL DL ID Produced: [redacted]

KRISTINA DILL
Notary Public - State of Florida
My Comm. Expires Oct 26, 2018
Commission # FF 137680

4. I/We understand that all changes to the approved scope of work stated in a COA have to be approved by the HDC before work commences on those changes. There will be no charge for a revision to a COA. Making changes that have not been approved can result in a Stop Work Order being placed on the entire project and/or additional fees/penalties.

Tammi Bach

From: Jon C. Lasserre <JLasserre@RTLAW.com>
Sent: Thursday, June 28, 2018 11:38 AM
To: Tammi Bach; Caroline Best
Cc: Dale Martin; scumella@fgfl.org; sskidmore04@yahoo.com; amy@topstichcanvas.com
Subject: RE: HDC 2016-32 Skidmore

Tammi,

Thank you very much for your message. We'll see you on the 17th.

Best regards,

Jon

Jon C Lasserre | Shareholder

ROGERS TOWERS

Rogers Towers, P.A. | 960185 Gateway Boulevard, Suite 203 | Amelia Island, FL 32034
Main 904.261.5618 | Fax 904.396.0663 | JLasserre@RTLAW.com | www.rtlaw.com
Direct 904.432.0070 | Internal 5403

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From: Tammi Bach [mailto:tbach@fbfl.org]
Sent: Thursday, June 28, 2018 10:03 AM
To: Jon C. Lasserre; Caroline Best
Cc: Dale Martin; scumella@fgfl.org; sskidmore04@yahoo.com; amy@topstichcanvas.com
Subject: RE: HDC 2016-32 Skidmore

Jon: your client's appeal was submitted just in time to meet the 30-day deadline. This appeal will be scheduled for the next available City Commission meeting on Tuesday, July 17th. The appeal hearing is quasi-judicial.

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

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From: Jon C. Lasserre [mailto:JLasserre@RTLAW.com]
Sent: Friday, June 22, 2018 4:04 PM
To: Caroline Best
Cc: Tammi Bach; Dale Martin; scumella@fgfl.org; sskidmore04@yahoo.com; amy@topstichcanvas.com
Subject: RE: HDC 2016-32 Skidmore

Ms. Best,

Pursuant to Section 8.03.09 of the City of Fernandina Land Development Code ("LDC"), our client, Steve Skidmore, hereby petitions the City Commission and appeals the decision of the Historic District Council ("HDC") decision dated May 24, 2018 regarding the denial of their request for a driveway at the front yard or their residence and as a basis thereof states the following:

A. According to Section 8.01.01.01.D of the LDC, features to be considered by the HDC in the evaluation of new construction include:
    1. Scale, including height and width;
    2. Setbacks;
    3. Orientation and site coverage;
    4. Alignment, rhythm, and spacing of buildings;
    5. Form and detail, considering the link between old and new buildings;
    6. Maintaining materials within the district or on the landmark site;
    7. Façade proportions and window patterns;
    8. Entrances and porch projections;
    9. Roof forms; and
    10. Horizontal, vertical, or non-directional emphasis.
B. The subject property has a driveway located off of North Fourth Street that was given a Certificate of Approval, although according to Section 8.01.01.01.D of the LDC as stated above, such approvals do not come under the purview of the HDC.
C. Since the location of driveways is not a development feature listed as being under the purview of the HDC, no Certificate of Approval is necessary, including the "driveway" in our client's application for access from Dade Street. The proper authority for issuing a driveway permit is the City of Fernandina Beach Building Department through a Right of Way Use Permit Application. A Right of Way Use Permit Application to the Building Department is forthcoming from our client.
D. The improvement located off of Dade Street is not a "driveway" per se, it is a parking pad for guests who are visiting the residence. For all intents and purposes, the parking pad should be considered landscaping over which the HDC has no jurisdiction.

E. Since the house is aligned with the front yard toward Dade Street, as approved by the HDC, it is only appropriate that guests would park in the front yard to gain access to the residence.
F. On-street parking is not allowed along this section of Dade Street due to semi-truck traffic traveling to and from the Port of Fernandina. Therefore, in order for guests to park in the front, they must park on our client's private property. The proposed parking pad simply provides a paved area on which to park a vehicle and walk to the front door.
G. Several different layouts for the parking pad were provided to the HDC for their consideration; all were rejected with no reasonable alternatives provided.
H. Requiring guests to park toward the rear of a residence (in this particular case, on North 4th Street) and walk around the house to the front door is uncommon in any residential district, including the historic district in Fernandina Beach. Visitor access to residences in the historic district is primarily, if not exclusively, through the front yard.
I. Our clients do not contend that the HDC has authority over the materials used for either the parking pad or the driveway through a staff approval process. The materials used do conform with HDC requirements.

Thank you very much for your time and consideration of the above. We look forward to the hearing of our appeal.

Best regards,

Jon

Jon C Lasserre | Shareholder

Rogers Towers, P.A. | 960185 Gateway Boulevard, Suite 203 | Amelia Island, FL 32034
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From: Tammi Bach [mailto:tbach@fbfl.org]
Sent: Friday, June 15, 2018 3:32 PM
To: Jon C. Lasserre
Subject: FW: HDC 2016-32 Skidmore

FYI

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
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From: Salvatore Cumella [mailto:scumella@fbfl.org]
Sent: Friday, June 15, 2018 1:51 PM
To: Tammi Bach; Michelle Forstrom
Cc: Samantha Rogic
Subject: HDC 2016-32 Skidmore

Hi Tammi and Michelle,
I just wanted to update you guys on the Skidmore case (HDC 2016-32). I signed off on their HDC inspection in May in order for them to gain their Certificate of Occupancy. At that time I had told Mr. Skidmore via email and in person that I was giving him 90 days from that date to come into compliance. I sent out this letter certified mail today to reiterate that formally in writing. The date they have to come into compliance by is August 8, 2018.
Thanks,
-Sal

Salvatore J. Cumella
Historic Preservation Planner
City of Fernandina Beach
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CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2018-18
Code Amendment - Floodplain Management

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: I recommend approval of Ordinance 2018-18 at First Reading.

SYNOPSIS: The proposed Floodplain Management Ordinance amends or adopts requirements for buildings in flood hazard areas to (1) increase minimum building elevation requirements; (2) decrease the percentage for substantial improvement and substantial damage determinations; (3) require all dwelling foundations to be designed by registered design professionals; (4) require declarations of land restriction (non-conversion agreements) for enclosures below elevated buildings; and (5) limit the size and use of enclosures below elevated buildings; and for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the Florida Building Code.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): Consider Ordinance 2018-18 at First Reading.

Dale Martin, City Manager 07/03/2018
Tammi E. Bach, City Attorney 07/03/2018

Kelly N. Gibson, AICP

Date: May 28, 2018

Submitted By: Kelly Gibson, AICP, Planning Manager

COMMISSION ACTION: Approve

ORDINANCE 2018-18

AN ORDINANCE BY THE CITY COMMISSION OF FERNANDINA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 22, ARTICLE V FLOODPLAIN MANAGEMENT; ADOPTING SECTION 22-29.1 FOR LOCAL ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE; ADOPTING SECTION 22-29.2 TO ADOPT LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, through Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Fernandina Beach participates in the National Flood Insurance Program Community Rating System; and

WHEREAS, Chapter 553, Florida Statutes, allows for local technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the City Commission is amending or adopting requirements for buildings in flood hazard areas to: (1) increase minimum building elevation requirements; (2) decrease the percentage for substantial improvement and substantial damage determinations; (3) require all dwelling foundations to be designed by registered design professionals; (4) require declarations of land restriction (nonconversion agreements) for enclosures below elevated buildings; and (5) limit the size and use of enclosures below elevated buildings; and for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*; and

WHEREAS, the City Commission has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code* and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section 553.73(4), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 22 – Buildings and Building Regulations, Article V – Floodplain Management of the City of Fernandina Beach, Florida is hereby amended to read as follows:

ARTICLE V. - FLOODPLAIN MANAGEMENT

Sec. 22-151. - Definitions.

(a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section:

(b) *Terms defined in the Florida Building Code.* Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

(c) *Terms not defined.* Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

ASCE 24 means a standard titled *Flood Resistant Design and Construction* that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a one percent chance of being equaled or exceeded in any given year. (Also defined in FBC, B, Section ~~1612.2~~ 202.) The base flood is commonly referred to as the "100-year flood" or the "one percent annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). (Also defined in FBC, B, Section ~~1612.2~~ 202.)

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. (Also defined in FBC, B, Section ~~1612.2~~ 202.)

Coastal construction control line means the line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as high hazard areas subject to high velocity wave action or V-Zones and are designated on flood insurance rate maps (FIRM) as Zone V1-V30, VE, or V. (Note: The FBC, B defines and uses the term "flood hazard areas subject to high velocity wave action" and the FBC, R uses the term "coastal high hazard areas.")

Critical facility means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste. The term includes facilities that are assigned Flood Design Class 3 and Flood Design Class 4 pursuant to the Florida Building Code, Building.

Declaration of Land Restriction (Nonconversion Agreement) means a form provided by the Floodplain Administrator to be signed by the owner and recorded on the property deed in Official Records of the Clerk of Courts, for the owner to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, enclosures below elevated buildings.

Design flood means the flood associated with the greater of the following two areas: (Also defined in FBC, B, Section ~~1612.2~~ 202.)

(1) Area with a floodplain subject to a one percent or greater chance of flooding in any year; or
(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. (Also defined in FBC, B, Section ~~1612.2~~ 202.)

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure means any buildings and structures for which the start of construction commenced before January 13, 1977. (Also defined in FBC, B, Section ~~1612.2~~ 202.)

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before January 13, 1977.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land from: (Also defined in FBC, B, Section ~~1612.2~~ 202.)

(1) The overflow of inland or tidal waters.
(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. (Also defined in FBC, B, Section ~~1612.2~~ 202.)

Flood hazard area means the greater of the following two areas: (Also defined in FBC, B, Section ~~1612.2~~ 202.)

(1) The area within a floodplain subject to a one percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. (Also defined in FBC, B, Section ~~1612.2~~ 202.)

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. (Also defined in FBC, B, Section ~~1612.2~~ 202.)

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this article (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. (Also defined in FBC, B, Section ~~1612.2~~ 202.)

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including:

Florida Building Code, Building;
Florida Building Code, Residential;
Florida Building Code, Existing Building;
Florida Building Code, Mechanical;
Florida Building Code, Plumbing;
Florida Building Code, Fuel Gas.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are

necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 ~~11~~ Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional letter of map revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck means as defined in 40 CFR 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. (Also defined in FBC, B, Section ~~1612.2~~ 202.)

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreational vehicle or park trailer. (Also defined in 15C-1.0101, F.A.C.)

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, actual cash value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

New construction means, for the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the start of construction commenced on or after January 13, 1977, and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after January 13, 1977.

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. (Defined in F.S. § 320.01.)

Recreational vehicle means a vehicle, including a park trailer, which is: (Defined in F.S. § 320.01.)

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. (Also defined in FBC, B, Section ~~1612.2~~ 202.)

Start of construction means the date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual "start of construction" means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. (Also defined in FBC, B, Section ~~1612.2~~ 202.)

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed ~~30~~ 25 percent of the market value of the building or structure before the damage occurred. (Also defined in FBC, B, Section ~~1612.2~~ 202.)

Substantial improvement means any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds ~~30~~ 25 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: (Also defined in FBC, B, Section ~~1612.2~~ 202.)

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure. (~~Technical amendment to FBC Section 202, 1612.2.)~~

Variance means a grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Sec. 22-152. - Title.

The Legislature of the State of Florida has authorized and delegated in F.S. Ch. 166, the responsibility of local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. The regulations in this article shall be known as the Floodplain Management Ordinance of the City of Fernandina Beach, hereinafter referred to as "this article."

Sec. 22-153. - Scope.

The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other

site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

Sec. 22-154. - Intent.

The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the 44 CFR 59.22.

Sec. 22-155. - Coordination with the Florida Building Code.

This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

Sec. 22-156. - Warning.

The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of 44 CFR 59 and 60

may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

Sec. 22-157. - Disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes.

This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the City Commission of the City of Fernandina Beach or by any officer or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

Sec. 22-158. - General applicability.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

Sec. 22-159. - Areas to which this article applies.

This article shall apply to all flood hazard areas within the City of Fernandina Beach, Florida as established in section 22-160 of this article.

Sec. 22-160. - Basis for establishing flood hazard areas.

The flood insurance study for Nassau County, Florida and Incorporated Areas dated December 17, 2010, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the building department, 204 Ash Street, Fernandina Beach, Florida.

Sec. 22-161. - Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to sections 22-183 to 22-186 of this article, the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

Sec. 22-162. - Other laws.

The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

Sec. 22-163. - Penalties for violation.

Violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variances or special exceptions, shall be punishable for a non-criminal violation. Any person who violates this article or fails to comply with any of its requirements shall, upon adjudication therefor, be fined not more than $500.00, and, in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the floodplain administrator from taking such other lawful actions as are necessary to prevent or remedy any violation.

Sec. 22-164. - Abrogation and greater restrictions.

This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

Sec. 22-165. - Interpretation.

In the interpretation and application of this article, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 22-166. - Designation of floodplain administrator.

The building official is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

Sec. 22-167. - General floodplain administrator duties.

The floodplain administrator is authorized and directed to administer and enforce the provisions of this article. The floodplain administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. In rendering interpretations, the floodplain administrator shall be guided by current technical bulletins and guidance documents published by the Federal Emergency Management Agency.

Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to section 22-193 through section 22-200 ~~[22-170]~~ of this article.

Sec. 22-168. - Applications and permits.

The floodplain administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications to determine whether proposed development will be reasonably safe from flooding;

(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

~~(9) 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 CFR 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 of affidavits and plans submitted pursuant to Section 105.14 and Section 106.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code. (Administrative amendment new Section 160.6.1.)~~

Sec. 22-169. - Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its predamaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.

Sec. 22-170. - Modifications of the strict application of the requirements of the Florida Building Code.

The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to sections 22-193 to 22-200 of this article.

Sec. 22-171. - Notices and orders.

The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

Sec. 22-172. - Inspections.

The floodplain administrator shall make the required inspections as specified in sections 22-187 to 22-192 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

Sec. 22-173. - Other duties of the floodplain administrator.

The floodplain administrator shall have other duties, including but not limited to:

(1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 22-169 of this article;

(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

(3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard

area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;

(4) Review required design certifications and documentation of elevations specified by this article and the Florida Building Code and this article to determine that such certifications and documentations are complete;

(5) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Fernandina Beach are modified; and

(6) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "coastal barrier resource system areas" and "otherwise protected areas."

Sec. 22-174. - Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at building department, 204 Ash Street, Fernandina Beach, Florida.

Sec. 22-175. - Permits required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

Sec. 22-176. - Floodplain development permits or approvals.

Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator

may determine that a floodplain development permit or approval is required in addition to a building permit.

Sec. 22-177. - Buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 CFR 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:

(1) Railroads and ancillary facilities associated with the railroad.

(2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.

(6) 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 non-wood features.

(7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.

(9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps

Sec. 22-178. - Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in section 22-183 to 186 ~~[22-183]~~ of this article.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant or the applicant's authorized agent.

(7) Give such other data and information as required by the floodplain administrator.

(8) For projects proposing to enclose areas under elevated buildings, include signed Declaration of Land Restriction (Nonconversion Agreement); the agreement shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.

Sec. 22-179. - Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

Sec. 22-180. - Expiration.

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

Sec. 22-181. - Suspension or revocation.

The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.

Sec. 22-182. - Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

(1) The St. Johns River Water Management District; F.S. § 373.036.

(2) Florida Department of Health for on-site sewage treatment and disposal systems; F.S. § 381.0065 and Chapter 64E-6, F.A.C.

(3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.

(4) Florida Department of Environmental Protection for activities subject to the joint coastal permit; F.S. § 161.055.

(5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

(6) Federal permits and approvals.

Sec. 22-183. - Site plans and construction documents—Information for development in flood hazard areas.

The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

(2) Where base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with section 22-184(2) or (3) of this article.

(3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with section 22-184(1) of this article.

(4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.

(5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(7) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.

(8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

(9) Existing and proposed alignment of any proposed alteration of a watercourse. The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

Sec. 22-184. - Information in flood hazard areas without base flood elevations (approximate Zone A).

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

(1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

(2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

(3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

b. Specify that the base flood elevation is three feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than three feet.

(4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

Sec. 22-185. - Additional analyses and certifications.

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 22-186 of this article and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 22-186 of this article.

(4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

Sec. 22-186. - Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 22-187. - Inspections generally.

Development for which a floodplain development permit or approval is required shall be subject to inspection.

Sec. 22-188. - Development other than buildings and structures.

The floodplain administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

Sec. 22-189. - Inspections related to buildings, structures and facilities exempt from the Florida Building Code.

The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

Sec. 22-190. - Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:

(1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

(2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 22-184(3)(b) of this article, the documentation of height

of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

Sec. 22-191. - Buildings, structures and facilities exempt from the Florida Building Code, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in section 22-190 of this article.

Sec. 22-192. - Inspections related to manufactured homes.

The building official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the building official.

Sec. 22-193. - Variances generally.

~~(a)~~ The code enforcement and appeals board shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to F.S. § 553.73(5), the code enforcement and appeals board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

~~(b) Variances in flood hazard areas. Flood hazard areas. Pursuant to F.S. § 553.73(5), the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the building official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building. (Administrative amendment new Section 117.)~~

Sec. 22-194. - Appeals.

The code enforcement and appeals board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this article. Any person aggrieved by the decision of the code enforcement and appeals board may appeal such decision to the circuit court, as provided by Florida Statutes.

Sec. 22-195. - Limitations on authority to grant variances.

The code enforcement and appeals board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 22-199 of this article, the conditions of issuance set forth in section 22-200 of this article, and the comments and recommendations of the floodplain administrator and the building official. The code enforcement and appeals board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

Sec. 22-196. - Restrictions in floodways.

A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 22-185 of this article.

Sec. 22-197. - Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

Sec. 22-198. - Functionally dependent uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of section 22-196, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

Sec. 22-199. - Considerations for issuance of variances.

In reviewing requests for variances, the code enforcement and appeals board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(4) The importance of the services provided by the proposed development to the community;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

Sec. 22-200. - Conditions for issuance of variances.

Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;

(2) Determination by the code enforcement and appeals board that:

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

c. The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25.00 for $100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Sec. 22-201. - Violations.

Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other

evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

Sec. 22-202. - Authority to post violations.

For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

Sec. 22-203. - Unlawful continuance.

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law and F.S. § 553.79(1).

Sec. 22-204. - Design and construction of buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to section 22-177 of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of sections 22-228 to 22-235 of this article.

Sec. 22-205. - Buildings and structures seaward of the coastal construction control line.

If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

(1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.

(2) Minor structures and non-habitable major structures as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this article and ASCE 24.

~~(3) Elevation requirements in designated flood hazard areas.~~

~~a. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus one foot or the design flood elevation, whichever is higher.~~

~~b. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus one foot (305 mm), or to the design flood elevation, whichever is higher.~~

~~c. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus one foot, or at least two feet (610 mm) if a depth number is not specified.~~

~~d. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus one foot or the design flood elevation, whichever is higher.~~

~~Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2. (Technical amendment to the Florida Building Code Section 322.2.1)~~

~~(4) Elevation requirements per within coastal high hazard areas.~~

~~a. All buildings and structures erected within coastal high hazard areas shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of mat or raft foundations, piling, pile caps, columns, grade beams and bracing, is:~~

~~1. Located at or above the base flood elevation plus one foot or the design flood elevation, whichever is higher, if the lowest horizontal structural member is oriented parallel to the direction of wave approach, where parallel shall mean less than or equal to 20 degrees (0.35 rad) from the direction of approach; or~~

~~2. Located at the base flood elevation plus one foot (305 mm), or the design flood elevation, whichever is higher, if the lowest horizontal structural member is oriented perpendicular to the direction of wave approach, where perpendicular shall mean greater than 20 degrees (0.35 rad) from the direction of approach.~~

~~b. Basement floors that are below grade on all sides are prohibited.~~

~~c. The use of fill for structural support is prohibited.~~

~~d. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.~~

~~Exception: Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5. (Technical amendment to the Florida Building Code Section R322.3.2.)~~

Sec. 22-205.1. – Critical facilities. New critical facilities shall, to the extent feasible, be located outside of the special flood hazard area and outside of the 0.2% annual chance flood hazard area (500-year floodplain). If documentation is provided that feasible sites outside of the special flood hazard are not available that satisfy the objectives of a proposed critical facility, then the critical facility shall:

Include measures to ensure toxic substances will not be displaced or released into floodwater; and

Have access routes that are elevated to or above the base flood elevation, to the extent feasible.

Sec. 22-206. - Subdivision minimum requirements.

Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding with building sites, walkways, driveways, and roadways located outside of flood hazard areas to the maximum extent practicable;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Sec. 22-207. - Subdivision plats.

Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 22-184(1) of this article; and

(3) Compliance with the site improvement and utilities requirements of sections 22-208 to 22-213 of this article.

Sec. 22-208. - Site improvements, utilities and limitations—Minimum requirements.

All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding with building sites, walkways, driveways, and roadways located outside of flood hazard areas to the maximum extent practicable;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Sec. 22-209. - Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

Sec. 22-210. - Water supply facilities.

All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

Sec. 22-211. - Limitations on sites in regulatory floodways.

No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 22-185(1) of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

Sec. 22-212. - Limitations on placement of fill.

Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding, including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code and the following requirements:

(1) Fill shall be designed by a registered design professional and shall be compacted to 95 percent of maximum density obtainable with the Standard Proctor Test method (ASTM D-698) or an accepted equivalent method; and

(2) Fill shall extend beyond foundation wall before sloping below the base flood elevation and fill slopes shall be protected from erosion and scour; where expected velocities during base flood conditions are five feet per second or less, vegetative protection shall be permitted.

Sec. 22-213. - Limitations on sites in coastal high hazard areas (Zone V).

In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by section 22-185(4) of this article demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section 22-235(3) of this article.

Sec. 22-214 - Manufactured homes generally.

All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

Sec. 22-215. - Manufactured home foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this article.

(2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this article.

Sec. 22-216. - Manufactured home anchoring.

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

Sec. 22-217. - Manufactured home elevation.

Manufactured homes that are placed, replaced, or substantially improved shall comply with section 22-218 or 22-219 of this article, as applicable.

Sec. 22-218. - General elevation requirement.

Unless subject to the requirements of section 22-219 of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred substantial damage as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V).

Sec. 22-219. - Elevation requirement for certain existing manufactured home parks and subdivisions.

Manufactured homes that are not subject to section 22-218 of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

(1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V); or

(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 60 ~~36~~ inches in height above grade.

Sec. 22-220. - Enclosures.

Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

Sec. 22-221. - Utility equipment.

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

Sec. 22-222. - Temporary placement of recreational vehicles and park trailers.

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

Sec. 22-223. - Permanent placement of recreational vehicles and park trailers.

Recreational vehicles and park trailers that do not meet the limitations in section 22-222 of this article for temporary placement shall meet the requirements of sections 22-214 to 22-221 of this article for manufactured homes.

Sec. 22-224. - Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

Sec. 22-225. - Above-ground tanks, not elevated.

Above-ground tanks that do not meet the elevation requirements of section 22-226 of this article shall:

(1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of floodborne debris.

(2) Not be permitted in coastal high hazard areas (Zone V).

Sec. 22-226. - Above-ground tanks, elevated.

Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

Sec. 22-227. - Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 22-228. - General requirements for other development.

All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:

(1) Be located and constructed to minimize flood damage;

(2) Meet the limitations of section 22-211 of this article if located in a regulated floodway;

(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(4) Be constructed of flood damage-resistant materials; and

(5) Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

Sec. 22-229. - Fences in regulated floodways.

Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 22-211 of this article.

Sec. 22-230. - Retaining walls, sidewalks and driveways in regulated floodways.

Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 22-211 of this article.

Sec. 22-231. - Roads and watercourse crossings in regulated floodways.

Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 22-211 of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 22-185(3) of this article.

Sec. 22-232. - Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).

In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

(1) Structurally independent of the foundation system of the building or structure;

(2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and

(3) Have a maximum slab thickness of not more than four inches.

Sec. 22-233. - Decks and patios in coastal high hazard areas (Zone V).

In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

(1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

(2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

(3) A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

(4) A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

Sec. 22-234. - Other development in coastal high hazard areas (Zone V).

In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

(1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

(2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

(3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

Sec. 22-235. - Nonstructural fill in coastal high hazard areas (Zone V).

In coastal high hazard areas:

(1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

(2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design

professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

(3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

SECTION 2. That Chapter 22, Article II Technical Codes, of the Code of Ordinances of the City of Fernandina Beach, Florida is hereby amended by adding Section 22-29.1 to adopt administrative amendments to the Florida Building Code.

Sec. 22-29.1 Administrative Amendments to the Florida Building Code (Flood).

Modify Sec. 101.4.7 as follows:

[A] 101.4.7 Existing buildings. The provisions of the *Florida Building Code, Existing Building* shall apply to matters governing the *repair*, *alteration*, change of occupancy, *addition* to and relocation of existing buildings. Any conversion, alteration, modification, improvement or change in use of a building or structure in flood hazard areas, including unauthorized conversion of accessory structures for uses other than parking and storage and unauthorized conversion of enclosures below elevated buildings, constitutes a violation and may result in increased risk of flood damage and increased cost for federal flood insurance commensurate with the increased risk.

Modify Sec. 107.3.5 as follows:

107.3.5 Minimum plan review criteria for buildings.

Commercial Buildings: Building

8. Structural requirements shall include:

Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, declaration of land restriction (nonconversion agreement), flood damage-resistant materials.

Residential (one- and two-family):

6. Structural requirements shall include:

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, declaration of land restriction (nonconversion agreement), equipment, and flood damage-resistant materials.

SECTION 3. That Chapter 22, Article II Technical Codes, of the Code of Ordinances of the City of Fernandina Beach, Florida is hereby amended by adding Section 22-29.2 to adopt administrative amendments to the Florida Building Code.

Sec. 22-29.2 Technical Amendments to the Florida Building Code (Flood).

In the Florida Building Code, Building, amend definitions in Section 202, as follows:

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed ~~50~~ 25 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure the cost of which equals or exceeds ~~50~~ 25 percent of the market value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.

Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

In the Florida Building Code, Building, amend Section 1612, as follows:

1612.4.2 Elevation requirements. The minimum elevation requirements for Flood Design Class 2 buildings shall be to or above the base flood elevation plus two (2) feet and for Flood Design Class 3 and Class 4 shall be to or above the base flood elevation plus three (3) feet or the 500-year flood elevation, whichever is higher.

1612.4.3 Additional requirements for enclosed areas. In addition to the requirements of ASCE 24, enclosed areas below the design flood elevation shall be not more than 299 square feet in area.

In the Florida Building Code, Existing Building, amend definitions in Section 202, as follows:

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed ~~50~~ 25 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure the cost of which equals or exceeds ~~50~~ 25 percent of the market value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.

Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

In the Florida Building Code, Residential, amend Section R322 as follows:

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus 2 feet ~~1 foot (305 mm)~~, or the design flood elevation, whichever is higher.

2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus 2 feet ~~1 foot (305 mm)~~, or not less than 4 feet ~~3 feet (915 mm)~~ if a depth number is not specified.

3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation plus 2 feet ~~1 foot (305 mm)~~, or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements with floors that are not below grade on all sides, shall meet the requirements of Section 322.2.2.

R322.2.3 Foundation design and construction. The construction documents shall include documentation that is prepared and sealed by a registered design professional that the design and methods of construction to be used for the foundation are designed to resist flood loads and conditions associated with the design flood. ~~Foundation walls for buildings and structures erected in flood hazard areas shall meet the requirements of Chapter 4.~~

~~Exception: Unless designed in accordance with Section R404:~~

~~1. The unsupported height of 6-inch (152 mm) plain masonry walls shall be not more than 3 feet (914 mm).~~

~~2. The unsupported height of 8-inch (203 mm) plain masonry walls shall be not more than 4 feet (1219 mm).~~

~~3. The unsupported height of 8-inch (203 mm) reinforced masonry walls shall be not more than 8 feet (2438 mm).~~

~~For the purpose of this exception, unsupported height is the distance from the finished grade of the under-floor space to the top of the wall.~~

R322.3.2 Elevation requirements.

1. Buildings and structures erected within coastal high-hazard areas and Coastal A Zones, shall be elevated so that the bottom of the lowest horizontal structure members supporting the lowest floor, with the exception of pilings, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 2 feet ~~1 foot (305 mm)~~ or the design flood elevation, whichever is higher.

2. Basement floors that are below grade on all sides are prohibited.

3. The use of fill for structural support is prohibited.

4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

5. Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.

R322.3.5 Enclosed areas below design flood elevation. Enclosed areas below the design flood elevation ~~shall be~~:

Shall, except if enclosed by insect screening or open lattice, be not more than 299 square feet in area; and

Shall be used solely for parking of vehicles, building access or storage.

SECTION 4. FISCAL IMPACT STATEMENT.

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 5. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Fernandina Beach. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 6. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the City Commission that the provisions of this ordinance shall become and be made a part of the City of Fernandina Beach Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be deemed effective on August 21, 2018.

ADOPTED this 17th 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 COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2018-16
Code Amendment - Beach Rangers

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-16 at Second Reading.

SYNOPSIS: This Ordinance creates the Beach Ranger program under the Fernandina Beach Police Department and gives them the authority to identify violations and pursue compliance of City Code provisions on City beaches.

This Ordinance was approved at First Reading by the City Commission on June 21, 2018, with the change in the amount of the fine from $75.00 to $150.00.

FISCAL IMPACT: Increased part-time salary expenses will be funded by the Police Department budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2018-16 at Second Reading.

Nicole Bednar, Administrative Services Manager	07/02/2018
James Hurley, Chief of Police	07/02/2018
Dale Martin, City Manager	07/03/2018
Patti Clifford, Comptroller	07/05/2018
Tammi E. Bach, City Attorney	07/05/2018

Date: June 21, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Enact

ORDINANCE 2018-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 90, ARTICLE II, BEACHES, OF THE CODE OF ORDINANCES; CREATING SECTION 90-32 BEACH RANGERS AND REASONABLE COMMAND; AMENDING SECTION 90-46 RESTRICTING FISHING NEAR OCEAN RESCUE TOWERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AS FOLLOWS:

SECTION 1. That the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended by adding a section to be numbered 90-32, which section shall read as follows:

Sec. 90-32 – Beach Rangers.

(a) *Beach rangers.* The duly appointed and identified *beach rangers*, under the purview of the Fernandina Beach Police Department, shall be responsible for identifying violations and pursuing compliance from persons violating the City Code provisions and/or ordinances. *Beach rangers* shall include code enforcement officers, sworn law enforcement personnel, police service aides, police reserve officers and trained volunteers as assigned by the Chief of Police or his/her designee.

(b) *Reasonable command.* It shall be unlawful for any person to deliberately disobey any reasonable command of a duly appointed and identified city beach ranger while in the legitimate performance of his/her duties, such commands being intended to ensure the safety of persons using the beach or structures erected thereon.

(1) A reasonable command shall be preceded by a verbal warning to such person to cease the activity or behavior, which is jeopardizing the safety of those using the beach or the structures thereon; such person shall be given a reasonable opportunity to comply with the warning. Said reasonable command shall be made in the presence of or by a beach ranger acting on behalf of the City of Fernandina Beach.

(c) *Enforcement and penalty.*

(1) Beach rangers are authorized to enforce violations of Chapter 90 and any other applicable ordinances in the Fernandina Beach Code of Ordinances.

(2) Beach Rangers may issue a $150.00 citation, unless the Code provides for another fine amount for certain offenses, pursuant to Section 1-12 of this Code of Ordinances for any violation of the Code of Ordinances witnessed by the beach ranger. Each violation of any provision of the Code of Ordinances shall constitute a separate offense.

(3) Any person who willfully refuses to sign and accept a citation issued by a beach ranger shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 775.082 or 775.083. A written warning to this effect shall be provided at the time any citation is issued hereunder.

(4) Upon receiving a citation by a beach ranger, any person may be ordered to leave the beach by the Fernandina Beach Police Department.

SECTION 2. It is hereby proposed that Article II, In General, Section 90-46 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 90-46 - Fishing lines.

No person shall employ or use any fishing lines or equipment in a manner which prohibits or interferes with the rights of the general public to pass on the Atlantic Ocean beaches or within 300 yards ~~feet~~ north and south of any staffed Ocean Rescue Tower. It is specifically prohibited to extend any fishing line across the entire width of the beach, from the mean high water mark to the actual water line, which interferes, restricts or prohibits passage.

SECTION 3. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and adoption.

ADOPTED this 17th day of July, 2018.

CITY OF FERNANDINA BEACH

_____
John A. Miller
Commissioner – Mayor

ATTEST:

_____
Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach
City Attorney

July 4, 2018
News Leader Edition

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, July 17, 2018, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2018-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 90, ARTICLE II, BEACHES, OF THE CODE OF ORDINANCES; CREATING SECTION 90-32 BEACH RANGERS AND REASONABLE COMMAND; AMENDING SECTION 90-46 RESTRICTING FISHING NEAR OCEAN RESCUE TOWERS; 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.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2018-17
Code Amendment - Newsracks

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-17 at Second Reading.

SYNOPSIS: City staff has been working on a newsrack ordinance for more than ten years. In 2008, the City Attorney met with publications (i.e. News Leader, Florida Times Union) and Downtown Merchants' Association to discuss standardizing newsrack machines and locations permissible in the Historic District. The issue of newsracks was discussed at Planning Board meetings, City Commission meetings and Historic District Council meetings many times. Staff moved on to other matters when the City Commission asked for the newsrack issue to be tabled or postponed.

Last year, Fernandina Beach Main Street Director Jeff Kurtz approached Historic District Preservation Planner Sal Cumella, and City Attorney Tammi Bach to finally establish a newsrack ordinance that could be considered by the City Commission again. Several months ago, Mr. Kurtz reviewed the proposed Ordinance and designs with the Historic District Council who has no objection to this proposed Ordinance.

At the October 3, 2017, Regular Commission Meeting, the City Commission approved this Ordinance at first reading but directed staff to research design options for the racks to review at second reading. At this time, research has yielded no new or innovative designs for coin-operated newsracks. The color of the design shown at first reading can change but not the style of the machine. The City Attorney contacted Mr. Foy Maloy with the Fernandina Beach NewsLeader to elicit thoughts on a reasonable time for distributors to comply with a new ordinance and on designs. Mr. Maloy expressed his concern that the proposed Ordinance is punitive if distributors have to comply immediately with new machines or even repainted machines. The design presented at first and second readings showed a black design with or without coin mechanism.

On December 5th at second reading, the Commission approved the design and approved the Ordinance with 18 months for materially -similar newsracks and 30 days for all other newsracks to be in compliance or removed. Third and final reading was scheduled for January 2, 2018.

At third reading, the Commission by consensus postponed the Ordinance until the second meeting in March. The fourth and final reading occurred on March 20, 2018.

Now, the Fernandina Beach NewsLeader and Main Street are requesting an amendment in order to add newsrack locations at City Hall and at City property located at 10 Ash Street which were inadvertently left off of the location designations when this Ordinance was originally adopted in March 2018.

This Ordinance was approved at First Reading by the City Commission on June 19, 2018, with no changes.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: See synopsis above.

CITY MANAGER RECOMMENDATION(S): Consider Ordinance 2018-17 at Second Reading.

Nicole Bednar, Administrative Services Manager	07/02/2018
Dale Martin, City Manager	07/03/2018
Tammi E. Bach, City Attorney	07/03/2018

Date: June 21, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Enact

ORDINANCE 2018-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING SECTION 70-7 OF THE CITY CODE OF ORDINANCES REGARDING NEWSRACKS WITHIN THE HISTORIC DISTRICT; PROVIDING FOR TWO ADDITIONAL LOCATIONS FOR THE PLACEMENT OF CITY-APPROVED NEWSRACKS IN THE HISTORIC DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is concerned about encroachments in the public right of way, especially those along the streets and sidewalks of the Historic District; and

WHEREAS, the City Commission desires to accommodate certain encroachments into the right of way, based on the protections afforded by the First Amendment of the U.S. Constitution and public welfare; and

WHEREAS, the City Commission has determined that the proliferation of newsracks within the Historic District are creating visual impairment for pedestrians and drivers; and

WHEREAS, the City Commission is aware of the First Amendment rights of the publishers of newspapers and other periodicals which are distributed via newsracks in the Historic District and has consulted with representatives of the interested publishers to obtain their input; and

WHEREAS, the City Commission is aware that the Historic District of Fernandina Beach, recognized as a national historic district, is one of the economic cornerstones of the City, and needs to be preserved, protected and enhanced; and

WHEREAS, the City Commission has determined that certain locations are acceptable for the location of newsracks. This determination is based on the width of the streets and sidewalks to accommodate the newsracks without adversely affecting pedestrians or drivers, and also based upon the needs of the interested publishers of newspapers and other publications; and

WHEREAS, the City Commission has determined the approximate number of newsracks necessary for the interested publications; and

WHEREAS, the City Commission desires to add two locations to the list of allowable newsrack locations in the Historic District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. It is hereby proposed that Section 70-7 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended as follows:

Section 70-7 NEWSRACKS ON PUBLIC RIGHTS OF WAY

A. Purpose, intent and criteria. The purpose of this ordinance is to promote the public health, safety and welfare through the regulation of placement, type, and appearance of newsracks on public rights of way within the Centre Street area and the Historic District, so as to:

1. Provide for pedestrian and driving safety and convenience;

2. Restrict unreasonable interference with the flow of pedestrian or vehicular traffic, including ingress into or egress from any residence or place of business, or from any street to the sidewalk by persons exiting or entering parked or standing vehicles;

3. Provide reasonable access for the use and maintenance of poles, posts, traffic signs or signals, hydrants, mailboxes, and trees;

4. Maintain and preserve freedom of the press;

5. Cooperate to the maximum extent possible with newspaper and periodical distributors;

6. Maintain and protect the value of the Centre Street Area and its properties and continue to enhance the Historic District;

7. Reduce unnecessary exposure of the public to personal injury or property damage; and

8. Relocate and/or replace newsracks which result in visual blight and/or excessive space allocation on the public rights of way or which unreasonably detract from the aesthetics of the Centre Street Area and Historic District, including but not limited to the architecture of the area, landscaping and other improvements, as well as to have abandoned newsracks removed.

B. Definitions

1. *City-Approved Newsrack* means a newsrack in a design approved by the City, placed in the location as approved by the City, which will be available by permit for the placement of newspapers, news periodicals, and commercial publications. The City Commission hereby approves the design as depicted in Exhibit "A" attached hereto.

2. *Newsrack* means a type of self-service or money-operated device for the vending or free distribution of newspapers, news periodicals or commercial publications.

3. *Public Right of Way* means any public street, highway, sidewalk, parkway or alley.

4. *Centre Street Area and/or Historic District* means Centre Street from 8th to the City Marina, and including all of the City Marina and the City Marina parking lots, and from Ash Street to Alachua Street west of 8th Street.

5. *Abandoned or abandonment* means within any City Provided Newsrack a compartment that does not contain the current newspaper or publication specified and permitted for more than fifteen consecutive days for a daily publication, twenty-eight consecutive days for a weekly publication, fifty-six consecutive days for a biweekly publication, sixty days for a monthly publication, or ninety days for a bi-monthly publication.

6. *Distributor* means the person or entity responsible for placing and maintaining a newsrack in a public right-of-way.

C. City-Approved Newsrack, Prohibition Against Other Newsracks, and Permit Required.

1. The City shall specify pre-approved designs and pre-approved locations within the Centre Street Area and Historic District for newsracks which will be available by permit for a permit fee. The permit fee for placement of City-Approved Newsracks shall be set on an annual basis by ordinance of the City Commission. The permit fee for City-approved newsracks for one year following final adoption of this ordinance shall be waived.

2. No person or entity shall place, affix, erect, install, construct, use or maintain any newsrack which encroaches upon a public right-of-way in the Centre Street Area or Historic District without prior approval from the City.

3. The distributor or publisher of a newspaper, news periodical or commercial publication shall be required to obtain a permit from the City prior to the placement of a City-Approved Newsrack in the Centre Street Area or Historic District. The permit shall provide for administrative information, and shall require that the distributor or publisher be responsible for assuring that the publications are up to date, that the publications are properly placed and attended to so as not be become a nuisance or considered abandoned, and that the permit shall be revoked if any City-Approved Newsrack or compartment therein is abandoned.

D. Permit Procedure.

1. The permit procedure is designed to gather administrative information regarding the person responsible for the City-Approved Newsrack. It shall be the responsibility of the person granted the permit to assure that the contents of the City-Approved Newsrack are re-filled regularly, and that the contents do not overflow the box so as to be a nuisance.

2. Any person desiring to install a City-Approved Newsrack shall fill out an application form provided by the City. One permit may be issued to include any number of City-Approved Newsracks, and shall be signed by the applicant.

3. If an applicant desires to install a City-Approved Newsrack, and all permitted locations are occupied, that applicant will be placed on a waiting list until such time as a location becomes available.

4. Permits shall not be denied for any reason other than lack of location availability, and permits shall not be revoked on grounds other than abandonment or lack of maintenance of a City-Approved Newsrack. Any denial or revocation of any permit hereunder shall be appealable to the City Commission.

5. Existing permits shall be reviewed and renewed on an annual basis to assure that the City-Approved Newsrack is being adequately maintained, and that the publications in the City-Approved Newsracks are current. Failure to adequately maintain the materials in the City-Approved Newsrack shall subject the permit to termination or non-renewal.

6. It is the specific intent of the City Commission that permit applications must be submitted within thirty days of final adoption of this section, for City-Approved Newsracks that comply with this section and by September 1st every year thereafter, no matter the date of the initial permit application.

E. Indemnification of City.

Every person or entity that receives a permit to install a City-Approved Newsrack in the Historic District or installs any permitted newsrack outside of the Historic District shall execute a hold harmless agreement with the City Manager in a form satisfactory to the City Attorney, whereby such person or entity agrees to indemnify and hold harmless the City, its commissioners, officers and employees, from any loss, liability, or damage sustained by any person as a result of such person's use of a City-Approved Newsrack or any other permitted newsrack. This subsection shall only be applicable to the same extent required by the City for other public right-of-way permittees.

F. City-Approved Newsrack Locations.

1. Based on the City's analysis of automobile, pedestrian and ADA access, as well as other criteria, the City has established locations and maximum number of installations at each location for newsracks as follows and in accordance with the drawing attached as Exhibit "B" hereto:

    a. 4 installations maximum at the main east/west boardwalk to City Marina;
    b. 2 installations maximum on the west side of 2nd Street between Ash and Centre Streets;
    c. 4 installations maximum on the north side of Centre Street between 2nd and 3rd Streets;
    d. 4 installations maximum on the south side of Centre Street between 3rd and 4th Streets;

e. 6 installations maximum on the east side of 4th Street between Centre and Alachua Streets;
f. 4 installations maximum on the north side of Centre Street between 5th and 6th Streets;
g. 3 installations maximum on the north side of Ash Street between 5th and 6th Streets;
h. 5 installations maximum on the south side of Centre Street between 6th and 7th Streets;
i. 2 installations maximum on the north side of Centre Street between Front and 2nd Streets; and
j. 1 installation maximum on the south side of Centre Street near the Comfort Station between Front and 2nd Streets.
k. 1 installation maximum on the south side of Ash Street in front of 204 Ash Street (City Hall)
l. 1 installation maximum on the corner of Front Street and Ash Street near the City property located at 10 Ash Street

G. Correction of violations; removal by City.

Upon determination by the City Manager or his/her designee that a City-Approved Newsrack or other newsracks in the City have been abandoned, installed, used or maintained in violation of the provisions of this Section or Section 70-2, an order to correct the offending condition shall be issued to the distributor. Such order shall be telephoned to the distributor and confirmed by mailing a copy of the order by certified mail, return receipt requested. The order shall specifically describe the offending condition, suggest actions necessary to correct the condition, and inform the distributor of the right to appeal. Failure to properly correct the offending condition within seven days (excluding Saturdays, Sundays and legal holidays) after the mailing date of the order, or to appeal the order within ten days after its receipt, shall result in the offending newsrack being summarily removed and processed as unclaimed property and/or revocation of the permit. An impound fee, which shall be measured by the City's cost and expense of impounding, shall be assessed against each newsrack summarily removed. The City Manager or his/her designee shall cause inspection to be made of the corrected condition or of a newsrack reinstalled after removal under this Section. The distributor shall be charged an inspection fee of $10.00 for each newsrack so inspected. This charge shall be in addition to all other fees and charges required under this Section.

H. Appeals.

Any person or entity aggrieved by a finding, determination, notice, order or action taken under the provisions of this Section may appeal and shall be apprised of his/her/its right to appeal to the City Commission. An appeal must be filed with the City within ten days after receipt of notice of any protested decision or action by filing with the City Manager or his/her designee a letter of appeal briefly stating therein the basis for such appeal.

I. Abandonment.

If a City-Approved Newsrack or any other newsrack in the City remains empty or abandoned as defined in subsection B(5) above, the newsrack shall be deemed abandoned and may be treated in the manner as provided in subsection (G) for violations of this Section and Section 70-2.

J. Adding or Changing Permitted Newsrack Locations.

The City of Fernandina Beach reserves the right to add or delete permitted locations, as determined by City Commission approval.

SECTION 2. Time for Compliance. The provisions of this Ordinance shall apply to all newsracks in the Centre Street Area and Historic District whether installed and maintained prior to or after the effective date of this Ordinance which in whole or in part rests upon, in or over any public sidewalk, roadway or right-of-way. Those newsracks in the Centre Street Area or Historic District installed prior to the effective date of this Ordinance and being materially the same in shape, size and constructed materials as a City-Approved Newsrack as shown in Exhibit "A" (with or without coin operated mechanism), except for being dark green in color, shall be brought into compliance with all the provisions of this Ordinance, including being dark green in color as shown in Exhibit "A" within eighteen months of the effective date of this Ordinance. All newsracks not materially the same in shape, size and constructed materials to the City-Approved Newsrack design shown in Exhibit "A" shall be removed from the Centre Street Area and Historic District within thirty days of the effective date of this Ordinance.

SECTION 3. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

PASSED AND ADOPTED, this 17th day of July, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

_____
Caroline Best
City Clerk

_____
John A. Miller
Commissioner – Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach
City Attorney

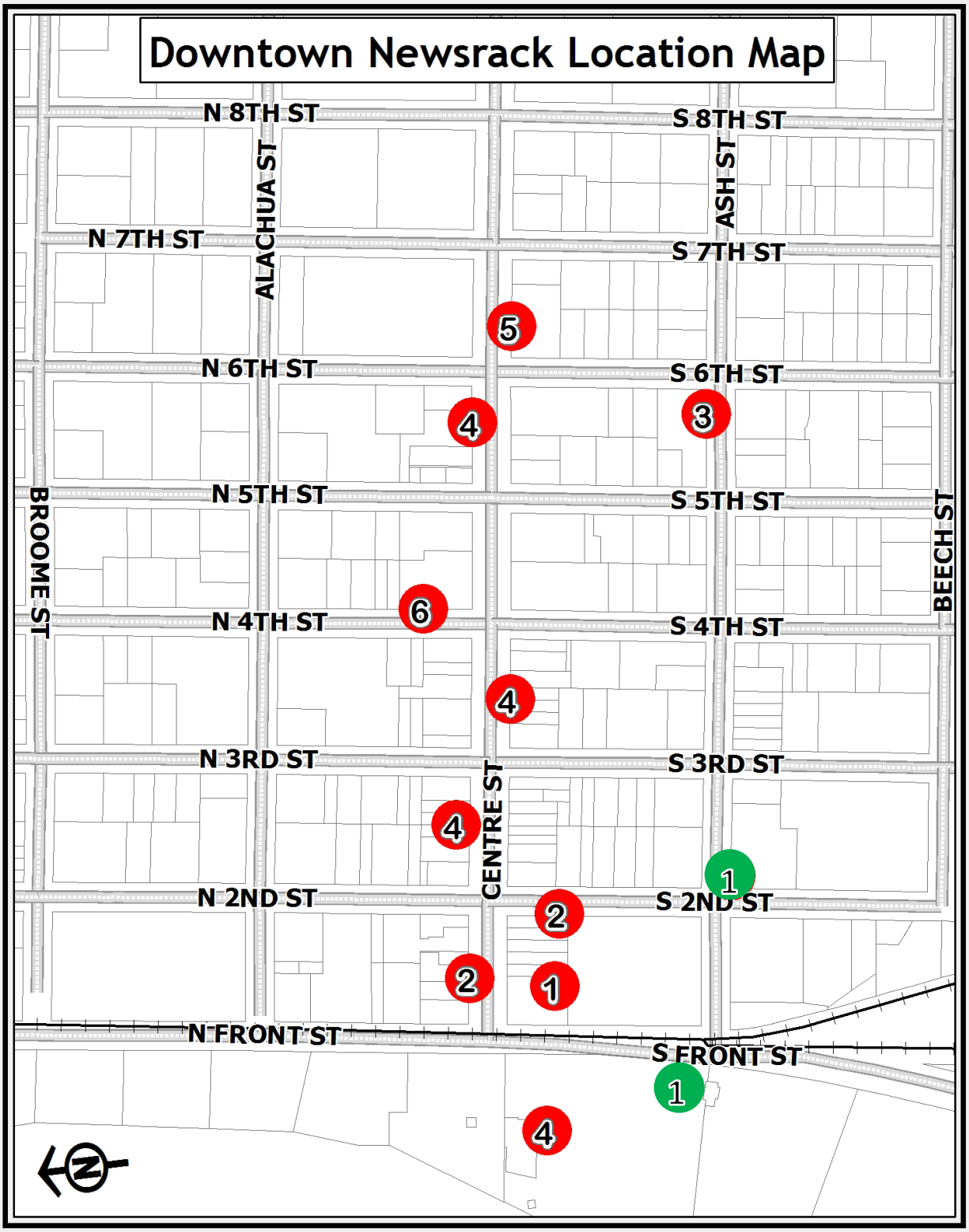
Ordinance 2018-17

Exhibit "A"

Pre-Approved Newsrack Design

Ordinance 2018-17

Exhibit "B"



July 4, 2018
Newsleader Edition

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, July 17, 2018, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2018-17

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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.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Board Appointment
Arts and Culture Nassau

ITEM TYPE: Board Appointment

REQUESTED ACTION: As a ministerial duty of the City Commission, approve the requested appointment(s) of board members to Arts and Culture Nassau.

SYNOPSIS:

In accordance with Resolution 2016-69, Section 1(a) the City Commission shall, as a ministerial duty, be responsible for appointing one representative from the Island Art Association Gallery to Arts and Culture Nassau.

Accordingly, the Island Art Association Gallery hereby submits the endorsement of Ms. Carol Kish for the Honorable City Commissions review and consideration for appointment to Arts and Culture Nassau to fill the Island Art Association Gallery representative seat for a two-year term ending July 2020.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission appoint Ms. Carol Kish to Arts and Culture Nassau as the Island Art Association Gallery representative for a two-year term ending July 2020.

Caroline Best, City Clerk	07/03/2018
Nicole Bednar, Administrative Services Manager	07/03/2018
Dale Martin, City Manager	07/03/2018

Submitted By: _____ Date: June 27, 2018
Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: Scott Mikelson
Sent: Wednesday, June 06, 2018 11:23 AM
To: Kim Briley
Cc: Diane Withrow (withrow31@aol.com); Marge Powell; barbwireart@gmail.com
Subject: FW: IAA rep

Kim,
Carol Kish will be the new representative for Island Art Association. Thank you.

Scott Mikelson CPRP,
2500 Atlantic Avenue
Fernandina Beach, FL 32034
Phone: 904-310-3356
Fax: 904-310-3462
Web-Site: www.fbfl.us
 Go Green: Please don't print this unless it's really necessary.

"Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

-----Original Message-----
From: Barb Wylie [mailto:barbwireart@gmail.com]
Sent: Wednesday, June 06, 2018 10:54 AM
To: Scott Mikelson
Subject: IAA rep

Hi Mr. Scott Mikelson ,
Below you will find the information of our artist member whom will be our representative for the Arts and Culture Nassau for our 2018-2019 calendar year.
Carol Kish
P. O. Box 15642, Fernandina Beach, 32034
361-290-0439
beachgal1@gmail.com

Thank you, Barb Wylie, pres.
Sent from my iPhone

ARTS AND CULTURE NASSAU

ARTS AND CULTURE NASSAU				
Meeting: First Monday, 12:00pm at the Atlantic Avenue Recreation Center				
Appointment Date	NAME	ADDRESS	TELEPHONE	TERM
7/16	Diane Withrow Withrow31@aol.com	Island Art Assoc/ Gallery Representative 96136 Marsh Lakes Drive Fernandina Beach, Fla. 32034	556-6457	2 yrs- 07/2018
2/18	Peggy Strickland Peggydawg53@gmail.com	Amelia Community Theater 209 Cedar Street (W)	(678) 316-6412	2 yr- 2/2020
12/16**	Marsha Joyner House917@aol.com	Amelia Island Chamber Music Festival 368 Sargasso Street Fernandina Beach, Fla 32034	491-4942	2 yrs- 12/2019
10/15	Fran Shea franshea@comcast.net	Amelia Island Book Festival P.O. Box 15286 Fernandina Beach, Fla 32035	206-0205	2 yrs- 6/2020
2/18	Cathy DeCou kdecou@aol.com	Amelia Island Jazz Festival Representative	310-9177	2 yrs – 2/2020
12/13	Liz Taylor liz@ameliamuseum.org	Amelia Island Museum of History Representative	261-7378 Ext 100	2 yrs - 12/2019
3/17	Nancy Dickson nancyjackathens@hotmail.com	Friends of the Library Representative		2 yr – 3/2019
3/17	**At-Large Representative** Penny Reid Reipe19@msn.com	**Commission Appointed Citizen** 1706 Highland Dunes Court FB	(509) 294-3708	2 yrs – 05/2019
	At-Large Representative Sandra Dawson Fiercemedia2009@gmail.com	**Commission Appointed Citizen** 2835 Ocean Drive A	(832) 416-6996	2 yr –4/30/2019
5/11	**Nassau County Representative** *Marge Powell margepowel@aol.com	**BOCC Appointed**	(904) 614-7745	2 yrs – 5/2019
01/17	**Nassau County Representative** Emily Baumgardner baumgartnere689@gmail.com	**BOCC Appointed**	(904) 507-9042 (C) (904) 879-3042 (W)	2 yrs – 5/2019
Staff Coordinator: Scott Mickelson, Parks & Recreation **NO FINANCIAL DISCLOSURE REQUIRED**				
***Chair **Vice Chair** **Each member shall serve a two (2) year term EFFECTIVE 2/21/17 via Resolution 2017-24**				

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Discussion
Land Development Code Changes - Road Standards

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Ross.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 07/10/2018

Date: June 19, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

28 June 2018

ISSUE

Currently the City has limited regulations and standards for street construction requirements

- The current Land Development Code [LDC] allows subdivisions like Shell Cove to build narrow streets that create access problems for trucks and fire equipment.
- The current LDC allows new private subdivisions to build roads that do not conform to FDOT Roadway Traffic Design Standards. In the future the City may need to become responsible for maintaining these substandard roads.
- The current LDC allows lot owners to build driveways on unimproved rights-of-way that do not accommodate fire trucks.
- The current LDC allows proposed new lot(s), subdivision of existing lots, or new subdivisions to be built on unpaved roads.
- The current LDC has no bonding requirements for developers making street cuts.
- There are no definitions for “developer”, “street-cut” or “unimproved right-of-way”

Suggest that the City Commission forward these concerns to City Staff and subsequently to the Planning Advisory Board] for evaluation and recommendations for changes to the LDC.

POSSIBLE WORDING TO CONSIDER

1.07.00

Acronyms and Definition

Developer – a person(s) or legal entity who is improving a parcel of land within the City, who may or may not be the owner of the property

Street-cut means any excavation in any improved portion of any city highway, street, alley, road or right-of-way

Unimproved right-of-way- land dedicated or deeded to the City for right-of-way purposes without an improved street surface

CURRENT LDC

7.01.02 Streets and Rights-of-Way

A. Table 7.01.02(A) provides the minimum right-of-way widths for streets within the City. Where the minimum right-of-way width is not available for all streets abutting a parcel proposed for development, the applicant shall dedicate sufficient land to meet the right-of-way requirement. Dedication shall be based on one-half (1/2) of the right-of-way requirement.

Table 7.01.02(A). Minimum right-of-way widths.

NO CHANGE

Streets

1. All proposed new lot(s), subdivision of existing lots, or new subdivisions shall front on a paved street.

2. This street, if not already paved, shall be paved by the developer [at their expense] from the entrance of new lot(s), subdivision of existing lots, or new subdivisions to the nearest public paved street. The character, width, grade and location of all new streets shall conform to FDOT Roadway Traffic Design Standards. *[STAFF TO SPECIFY STANDARD]*

3. The streets of all new subdivisions, or the re-platting of previous subdivisions, shall be paved. The character, width,

grade and location of all streets shall conform to FDOT Roadway Traffic Design Standards. *[STAFF TO SPECIFY STANDARD]*

4. No new driveway access will be allowed on an unimproved right-of -way for any platted lots of record, until the developer paves the right-of-way [at their expense] from the proposed driveway access to the nearest paved public road.

5. Platted lots of record on the effective date of the LDC, on existing unpaved roads will only be allowed a driveway access if the unpaved road base can bear the weight of a fire engine and ambulance without failing, as certified by a Florida registered engineer [to be paid for by the developer]. If the unpaved road does not meet this standard, the developer will be required to upgrade the road [at their own expense], prior to granting a driveway access.

6. Platted lots of record on the effective date of the LDC on existing unpaved roads will only be allowed a driveway access if the unpaved road base can bear the weight of the additional proposed development without failing, as certified by a Florida registered engineer [to be paid for by the developer]. If the unpaved road does not meet this standard, the developer will be required to upgrade the road [at their own expense], prior to granting a driveway access.

7. Bond. Every person seeking a right-of-way use permit for the purpose of a street-cut shall first execute, in the City's favor, a bond or other suitable guarantee, approved by the City Attorney, in an amount sufficient to complete the total work requested by permittee plus ten percent. The City may collect on the bond or other like guarantee if the permittee fails to complete the work in accordance with the conditions set forth on the permit.

8. Insurance. Every person making a street-cut shall provide evidence and maintain a policy of comprehensive general liability insurance of limits not less than 500,000/1,000,000 aggregate limits. A certificate of insurance must be filed with the City Building Official or his designee evidencing said coverage and providing a thirty-day notice of cancellation or change in coverage in favor of the city.