



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
NOVEMBER 20, 2018
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Reverend Josh Wood of First Baptist Church.

4. PRESENTATION

4.1 **BUDGET SUMMARY** - *Comptroller Pauline Testagrose will answer any questions regarding the budget summary for October 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 - April 17, 2018; City Commission Workshop - April 24, 2018; City Commission Regular Meeting - May 15, 2018; and City Commission Regular Meeting - June 5, 2018; City Commission Regular Meeting - June 19, 2018; City Commission Workshop - June 19, 2018.*

6.2 **MULTI-BANK SECURITIES ACCOUNT AUTHORIZATION** - RESOLUTION 2018-165 AUTHORIZING THE COMPTROLLER AND CITY MANAGER ESTABLISHMENT AND MAINTENANCE AUTHORITY WITH THE CITY'S MULTI-BANK SECURITIES ACCOUNT; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Multi-Bank Securities Non-Corporate Resolution Form authorizing Pauline Testagrose and Dale Martin to act on the City's behalf on the Multi-Bank Securities account.*

6.3 **AGREEMENT APPROVAL - VISHNU AND MICHELE MAHARAJ** - RESOLUTION 2018-166 APPROVING THE AGREEMENT BETWEEN VISHNU AND MICHELE MAHARAJ AND THE CITY OF FERNANDINA BEACH TO FURNISH PROFESSIONAL TENNIS SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Agreement to Furnish Professional Tennis Services between the City of Fernandina Beach and Vishnu and Michele Maharaj.*

- 6.4 **FACILITIES USE AGREEMENT - DRIVING DYNAMICS, INC. - RESOLUTION 2018-167** 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.*
- 6.5 **BUDGET AMENDMENT - STREETS - RESOLUTION 2018-168** APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2018/2019; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a budget transfer of \$45,350 to reallocate the professional services contract with IMS Infrastructure Management Services for pavement management consulting services originally budgeted in FY 2017/2018.*

7. RESOLUTIONS

- 7.1 **GRANT AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION - RESOLUTION 2018-169** AUTHORIZING PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #44379519401 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REMARKING OF RUNWAY 13/31 AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes FDOT Public Transportation Grant Agreement #44379519401 in the amount of \$40,00 for the remarking of Runway 13/31 at the Fernandina Beach Municipal Airport.*
- 7.2 **PRESENTATION DATE AMENDMENT - PAID BEACH PARKING PLAN - RESOLUTION 2018-170** AMENDING RESOLUTION 2018-152 AUTHORIZING THE CITY MANAGER TO PREPARE A PAID BEACH PARKING PLAN AND ESTABLISHING A REVISED DATE FOR PRESENTATION OF SAID PLAN; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Revises the date for the City Manager to present a formal plan to consider the implementation of paid beach parking.*
- 7.3 **SOLE SOURCE VENDOR APPROVAL - APPLIED TECHNOLOGY & MANAGEMENT, INC. (ATM) - RESOLUTION 2018-171** APPROVING APPLIED TECHNOLOGY & MANAGEMENT, INC. (ATM) AS THE SOLE SOURCE VENDOR FOR SOUTHERN ATTENUATOR CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$86,350 AND AN AMOUNT NOT TO EXCEED \$61,750 FOR SOUTHERN BASIN CONSTRUCTION SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Applied Technology & Management, Inc. as the sole source vendor in an amount not to exceed \$86,350 for southern attenuator construction services and in an amount not to exceed \$61,750 for southern basin construction services.*

8. ORDINANCE - SECOND READING

- 8.1 **FY 2018/2019 ANNUAL PAY AND CLASSIFICATION PLAN - ORDINANCE 2018-37** ESTABLISHING AN AMENDED CLASSIFICATION PLAN FOR FISCAL YEAR 2018/2019, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Establishes the Pay and Classification Plan for FY 2018/2019.*

9. BOARD APPOINTMENT

- 9.1 **PARKS AND RECREATION ADVISORY COMMITTEE - two appointments.**

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS
13. MAYOR/COMMISSIONER COMMENTS
14. ADJOURNMENT

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
 - THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
 - SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
 - FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
 - DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
 - PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
 - *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.
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Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Budget Summary

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Comptroller Pauline Testagrose will answer any questions regarding the budget summary for October 2018.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 11/13/2018

Dale Martin, City Manager 11/13/2018

Date: October 29, 2018

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

October 2018

Overall: This is the first report for the fiscal year 2018/2019. October represents 8.3% of the budgeted fiscal year and overall expenses are in line with this percentage. Electric Franchise Fee revenue and various grant revenues have been accrued for the month of October. All recurring expense have been recorded. We will prepare final budget amendments 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 below the 8.3% at 3.5% of the annual budget due to the timing of property tax receipts. The accrual for October's Franchise Fees was recorded for \$140,000. Specific revenue sources we are tracking are detailed below.

	18/19 Budget	Oct 18 YTD \$	Oct 18 YTD %	Sept 18 YTD \$	Sept 18 YTD %
Local Option Gas Tax	393,321	22,650	5.8%	251,701	103.5%
Small County Surtax (one cent sales tax)	1,978,258	114,435	5.8%	1,690,067	95.5%
Half Cent Sales Tax	889,256	64,603	7.3%	875,228	102.4%
Franchise Fees	1,440,000	140,000	9.7%	1,397,237	99.8%
Total FY 18/19 Bud	4,700,835				
Total FY 17/18 Actual	4,214,233				
Total FY 17/18 Bud	4,267,927				

Several departments are over the 8.3% mark. Finance is over due to the annual maintenance agreements for Tyler/Munis and Kronos. Facilities and Streets are over the mark due to encumbrances for replacement vehicles and the pavement management consulting services respectively.

Special Revenue Funds: (100-190)

Revenues plus Cash Balance Forward exceed Expenditures for all Special Revenue Funds. The Federal Forfeiture Fund (110) received \$154,188 this month as the City's share of seized contraband. The Wastewater (145) and Water (146) Impact Fee Funds received combined just over \$970k due to new connections for construction.

Debt Service Funds: (220 –230)

Semiannual interest payment has been paid in October for the GO Bond Debt Service Fund – Fund 220. Semiannual interest is paid in March for the Utility Bond and Futures debt.

Capital Improvement Funds: (300-330)

Revenues exceed Expenses in the Capital Improvement Fund, the Capital Expansion Fund and the Wastewater Capital Improvement Fund. This is due to project timelines and scheduling.

Golf Course: (410)

Revenues exceeded Expenses due to annual memberships, snack bar sales and transfers from the General Fund. Memberships were \$7,596 lower this October year to date compared to October 2017. October margins on Pro Shop Sales are higher than the budgeted ratio while F&B Sales are lower than the budgeted ratio.

Airport: (420)

Revenues exceeded Expenses for the month of October. This is primarily due to the FAA Grant accrual for the AWOS System.

Sanitation: (440)

Revenues exceeded Expenses for the month.

Wastewater: (450)

Revenues exceeded Expenditures for the month. Revenues from Sewer Fees were \$12,267 higher than last October.

Water: (460)

Revenues exceeded Expenditures for the month and year to date. Revenues from Water Fees were “flat” compared to October 2017.

Stormwater: (470)

Revenues exceeded Expenditures for the month.

Marina: (480)

Limited Marina operations continue in the current fiscal year.

Fleet: (510)

Revenues exceeded Expenditures for the month. This Fund is meant to be self-supporting.

Utility Billing and Utility Administration: (520 – 530)

It is anticipated in the budget, that Revenues plus Cash Balance Forward exceed Expenditures in Utility Billing and Utility Admin.

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH OCTOBER 31, 2018**

8.3%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	\$ 12,753,306	\$ -	\$ (12,753,306)	0.0%
Sales /Use/Fuel Taxes	2,596,579	137,085	(2,459,494)	5.3%
Franchise Fees	1,460,000	140,000	(1,320,000)	9.6%
Licenses/Permits	1,601,825	124,870	(1,476,955)	7.8%
Intergovernmental	1,514,375	83,373	(1,431,002)	5.5%
Charges for Services	1,348,943	128,258	(1,220,685)	9.5%
Fines and Forfeitures	23,700	1,311	(22,389)	5.5%
Other	148,944	21,509	(127,435)	14.4%
Subtotal	21,447,672	636,406	(20,811,266)	3.0%
Transfers/Reimbursements				
Utility Tax	1,800,000	150,000	(1,650,000)	8.3%
Sanitation	36,000	3,000	(33,000)	8.3%
Wastewater	360,000	30,000	(330,000)	8.3%
Water	180,000	15,000	(165,000)	8.3%
Fleet	15,000	1,250	(13,750)	8.3%
Total Revenues (excluding cash balance)	23,838,672	835,656	(23,003,016)	3.5%
EXPENDITURES:				
City Commission	333,373	26,594	306,779	8.0%
City Clerk	514,348	41,353	472,995	8.0%
City Manager	534,107	29,522	504,585	5.5%
Finance	764,488	93,703	670,785	12.3%
Information and Technology	670,489	59,762	610,727	8.9%
Human Resources	375,806	35,222	340,584	9.4%
City Attorney	352,708	16,614	336,094	4.7%
Planning	640,393	49,787	590,606	7.8%
Facility Maintenance	620,929	39,706	581,223	6.4%
Police	5,879,077	401,875	5,477,202	6.8%
Fire	4,267,286	279,412	3,987,874	6.5%
Fire Ocean Rescue	328,687	4,076	324,611	1.2%
Building / Permitting	1,159,808	60,944	1,098,864	5.3%
Code Enforcement	221,251	10,488	210,763	4.7%
Streets	2,332,491	149,668	2,182,823	6.4%
Downtown	84,791	1,640	83,151	1.9%
Public Assistance	58,500	2,500	56,000	4.3%
Library	14,361	550	13,811	3.8%
Recreation	1,105,681	64,084	1,041,597	5.8%
Parks	323,734	5,480	318,254	1.7%
Peck	305,363	16,457	288,906	5.4%
MLK Center	201,908	12,139	189,769	6.0%
Youth	284,561	15,789	268,772	5.5%
Aquatics	342,280	18,915	323,365	5.5%
Non-Departmental	267,183	30,650	236,533	11.5%
Contingency	150,000	0	150,000	0.0%
Transfers				
Debt Service	423,720	35,310	388,410	8.3%
Capital Improvements	1,670,000	139,167	1,530,833	8.3%
Golf	220,000	18,333	201,667	8.3%
Cemetery	11,300	942	10,358	8.3%
Marina	300,000	25,000	275,000	8.3%
Subtotal	24,758,623	1,685,681	23,072,942	6.8%
Encumbrances - All Departments		372,877	(372,877)	
Reserves	4,454,213		4,454,213	
Reserves - Restricted	2,258,800	-	2,258,800	
Total Expenditures (including Encumbrances)	31,471,636	2,058,558	29,413,078	6.5%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(7,632,964)	(1,222,902)	6,410,062	
Fund Balance, October 1, 2017 (Cash Balance)				
Unrestricted	5,342,964	5,342,964	-	
Restricted Building	2,290,000	2,290,000	-	
Fund Balance, October 31, 2018	\$ -	\$ 6,410,062	\$ 6,410,062	

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH OCTOBER 31, 2018**

8.3%

SPECIAL REVENUE FUNDS

FUND # NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES				
100 Law Enforcement Trust (LETf)	\$ 2,161	\$ 70	\$ (2,091)	3.2%
110 Federal Forfeiture	74,600	154,188	79,588	206.7%
130 CDBG - Economic Development	101,181	-	(101,181)	0.0%
145 Wastewater Impact Fees	1,105,200	739,106	(366,094)	66.9%
146 Water Impact Fees	449,400	305,518	(143,882)	68.0%
150 Utility Tax	2,010,000	80,443	(1,929,557)	4.0%
160 Local Law Enforcement Block Grant	-	-	-	0.0%
170 Cemetery	1,288,500	14,327	(1,274,173)	1.1%
180 Community Redevelopment Area	20,000	-	(20,000)	0.0%
190 Law Enforcement Recovery	219,200	14,099	(205,101)	6.4%
Total Revenues	\$ 5,270,242	\$ 1,307,751	\$ (3,962,491)	24.8%
EXPENDITURES:				
100 Law Enforcement Trust (LETf)	\$ 2,161	\$ -	\$ 2,161	0.0%
110 Federal Forfeiture	74,600	-	74,600	0.0%
130 CDBG - Economic Development	101,181	-	101,181	0.0%
145 Wastewater Impact Fees	1,105,200	41,667	1,063,533	3.8%
146 Water Impact Fees	449,400	28,333	421,067	6.3%
150 Utility Tax	2,010,000	150,000	1,860,000	7.5%
160 Local Law Enforcement Block Grant	-	-	0	0.0%
170 Cemetery	1,288,500	10,953	1,277,547	0.9%
180 Community Redevelopment Area	20,000	-	20,000	0.0%
190 Law Enforcement Recovery	219,200	4,980	214,220	2.3%
Total Expenditures	\$ 5,270,242	\$ 235,933	\$ 5,034,309	4.5%

Special Revenue Funds - amounts shown include budgeted cash balance forward and reserves.

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH OCTOBER 31, 2018**

8.3%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	\$ 5,481,700	\$ 150,959	\$ (5,330,741)	2.8%
	Expenses				
	General Government	\$ 805,200	\$ 197,106	608,094	24.5%
	Police	-	-	-	#DIV/0!
	Fire	-	-	-	#DIV/0!
	Streets	726,500	17,049	709,451	2.3%
	Recreation	3,070,000	79	3,069,921	0.0%
	Parks	345,000	-	345,000	0.0%
	Peck	325,000	-	325,000	0.0%
	MLK	130,000	-	130,000	0.0%
	Aquatics	80,000	-	80,000	0.0%
	Subtotal	5,481,700	214,233	5,267,467	3.9%
	Net Revenues(Expenses)	\$ -	\$ (63,274)	\$ 63,274	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	\$ 1,708,000	\$ 1,060	\$ (1,706,940)	0.1%
	Admin	943,374	6,648	(936,726)	0.7%
	Police	250,272	2,493	(247,779)	1.0%
	Fire	864,289	4,836	(859,453)	0.6%
	Sanitation	-	-	-	0.0%
	Recreation	3,136,965	32,407	(3,104,558)	1.0%
	Subtotal	6,902,900	47,444	(6,855,456)	0.7%
	Expenses				
	Admin	\$ 2,444,574	\$ -	\$ 2,444,574	0.0%
	Police	250,972	-	\$ 250,972	0.0%
	Fire	865,489	-	\$ 865,489	0.0%
	Recreation	3,341,865	-	\$ 3,341,865	0.0%
	Subtotal	6,902,900	-	6,902,900	0.0%
	Net Revenues(Expenses)	\$ -	\$ 47,444	\$ 47,444	0.0%
330	Wastewater Improvement				
	Revenues	\$ 3,488,400	\$ 458,333	\$ (3,030,067)	13.1%
	Expenses	3,488,400	-	3,488,400	0.0%
	Net Revenues(Expenses)	\$ -	\$ 458,333	\$ 458,333	0.0%

**CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH OCTOBER 31, 2018**

8.3%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	\$ 1,446,262	\$ 185,693	\$ (1,260,569)	12.8%
Operating Expense*	1,493,186	165,230	1,327,956	11.1%
Operating Income (Loss)	(46,924)	20,463	67,387	-43.6%
Non Operating Income (Expense) & Transfers	125,990	29,975	(96,015)	23.8%
Change in Net Position	\$ 79,066	\$ 50,438	\$ (28,628)	63.8%
Airport Fund 420				
Operating Revenues	\$ 865,679	\$ 48,190	\$ (817,489)	5.6%
Operating Expense*	544,286	30,513	513,773	5.6%
Operating Income (Loss)	321,393	17,676	(303,717)	5.5%
Non Operating Income (Expense) & Transfers	265,168	116,640	(148,528)	44.0%
Change in Net Position	\$ 586,561	\$ 134,316	\$ (452,245)	22.9%
Sanitation Fund 440				
Operating Revenues	\$ 2,400,000	\$ 205,445	\$ (2,194,555)	8.6%
Operating Expense*	2,397,395	10,300	2,387,095	0.4%
Operating Income (Loss)	2,605	195,145	192,540	7491.2%
Non Operating Income (Expense) & Transfers	19,000	196	(18,804)	1.0%
Change in Net Position	\$ 21,605	\$ 195,341	\$ 173,736	904.1%
Wastewater Fund 450				
Operating Revenues	\$ 5,870,988	\$ 501,279	\$ (5,369,709)	8.5%
Operating Expense*	2,619,299	198,156	2,421,143	7.6%
Operating Income (Loss)	3,251,689	303,123	(2,948,566)	9.3%
Non Operating Income (Expense) & Transfers	(2,852,583)	(231,154)	2,621,429	8.1%
Change in Net Position	\$ 399,106	\$ 71,969	\$ (327,137)	18.0%
Water Fund 460				
Operating Revenues	\$ 4,228,137	\$ 378,905	\$ (3,849,232)	9.0%
Operating Expense*	2,450,246	137,107	2,313,139	5.6%
Operating Income (Loss)	1,777,891	241,798	(1,536,093)	13.6%
Non Operating Income (Expense) & Transfers	(1,050,549)	(83,921)	966,628	8.0%
Change in Net Position	\$ 727,342	\$ 157,877	\$ (569,465)	21.7%
Stormwater Fund 470				
Operating Revenues	\$ 815,000	\$ 74,028	\$ (740,972)	9.1%
Operating Expense*	682,670	46,120	636,550	6.8%
Operating Income (Loss)	132,330	27,908	(104,422)	21.1%
Non Operating Income (Expense) & Transfers	685,000	-	(685,000)	0.0%
Change in Net Position	\$ 817,330	\$ 27,908	\$ (789,422)	3.4%
Marina Fund 480				
Operating Revenues	\$ 480,125	\$ 19,942	\$ (460,183)	4.2%
Operating Expense*	920,052	28,384	891,668	3.1%
Operating Income (Loss)	(439,927)	(8,442)	431,485	1.9%
Non Operating Income (Expense) & Transfers	7,132,112	25,064	(7,107,048)	0.4%
Change in Net Position	\$ 6,692,185	\$ 16,622	\$ (6,675,563)	0.2%
*Does not include Depreciation Expense and Encumbrances.				
Capital Outlay by Fund				
Golf Course Fund 410	\$ 75,000	\$ 5,221	\$ 69,779	7.0%
Airport Fund 420	584,950	134,275	450,675	23.0%
Sanitation Fund 440	-	-	-	0.0%
Wastewater Fund 450	1,189,000	12,416	1,176,584	1.0%
Water Fund 460	648,000	4,390	643,610	0.7%
Stormwater Fund 470	902,400	6,795	895,605	0.8%
Marina Fund 480	7,525,000	-	7,525,000	0.0%
Total Enterprise Funds	\$ 10,924,350	\$ 163,097	\$ 10,761,253	1.5%

City of Fernandina Beach
Accounts Receivable Analysis

10/31/2018 Due to new software

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	\$	Avg Monthly Billing
8,360	Active Customers			\$ 980,500.00
1,224		30	132,940.14	
55		60	10,470.19	
18		90	2,006.43 *	
7		120	643.33 *	
1		150	688.45 *	
1,224		Total	\$ 146,748.54	* Payment plan in place

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

483	Closed accts.	56 accts. w/delinquent balances	\$ 6,159.13
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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 Charged off	Effective 9/30/18	-	-	-		0.00%
2016 (thru Dec)	161	27,511.96	1,557.88	5,914.23		27.16%
2017 (thru Dec)	148	26,629.59	1,407.24	3,071.74		16.82%
2018 (thru June)	76	23,908.65		156.61		0.66%
		\$ 78,050.20	\$ 2,965.12	\$ 9,142.58	\$ 12,107.70	15.51%
Recovered to date		\$ (12,107.70)				
Balance currently at CCI		\$ 65,942.50				

Airport

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
87	ALL Customers			\$42,512.60
6		30	5,077.38	(Amelia Island Aviation - acct closed)
1		60	4,476.53	\$ -
1		90	240.30	\$ -
0		120	-	\$ -
0		150+	-	\$ 8,758.77
6		Sub Total	\$ 9,794.21	\$ 8,758.77
				\$ 18,552.98

Marina

Number of Customers		Delinquency Days	\$	Avg Mo'ly Billing
36	ALL Customers			\$16,126
6		30	1,666.18	
1		60	8.25	
4		90	1,778.95	
		120		
		150+	3,453.38	
Joe Taylor	462.24 Will pay			
William Supplee	687.51 Will pay			
Tony Peebles	614.07 Annual Drop Off - Not paying because marina is closing			
George Lannon	452.76 Annual Drop Off - Not paying because marina is closing			
Michael Foster	785.33 Annual Drop Off - Not paying because marina is closing			
David Johnson	451.47 Will pay			
Total	3,453.38			

Peck Center & Other City Leases

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

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND							
001 31110		PROPERTY TAXES					
	-12,753,306.00	0.00	-12,753,306.00	0.00	0.00	-12,753,306.00	.0%
001 31240		LOCAL OPTION GAS TAX					
	-393,321.00	0.00	-393,321.00	-22,650.09	0.00	-370,670.91	5.8%
001 31251		STATE/FIRE INSURANCE TAX					
	-125,000.00	0.00	-125,000.00	0.00	0.00	-125,000.00	.0%
001 31252		STATE/POLICE INSURANCE TAX					
	-100,000.00	0.00	-100,000.00	0.00	0.00	-100,000.00	.0%
001 31260		SMALL COUNTY SURTAX					
	-1,978,258.00	0.00	-1,978,258.00	-114,435.04	0.00	-1,863,822.96	5.8%
001 31610		LOCAL BUSINESS TAX					
	-145,000.00	0.00	-145,000.00	-25,272.40	0.00	-119,727.60	17.4%
001 31620		LOCAL BUSINESS TAX - PENALTIES					
	-3,750.00	0.00	-3,750.00	-57.76	0.00	-3,692.24	1.5%
001 31630		LOCAL BUSINESS TAX-OTHER FEES					
	0.00	0.00	0.00	-5.25	0.00	5.25	100.0%
001 31640		LOCAL BUSINESS TAX-PAST DUE FE					
	-2,000.00	0.00	-2,000.00	0.00	0.00	-2,000.00	.0%
001 32200		BUILDING PERMITS					
	-655,000.00	0.00	-655,000.00	-35,933.00	0.00	-619,067.00	5.5%
001 32202		BLDING PERMIT-CONSTRUCTION PL					
	-300,000.00	0.00	-300,000.00	-16,249.00	0.00	-283,751.00	5.4%
001 32203		BUILDING PERMIT-DEMOLITION					
	-7,500.00	0.00	-7,500.00	-100.00	0.00	-7,400.00	1.3%
001 32204		BUILDING PERMIT-DRIVEWAY					
	-6,000.00	0.00	-6,000.00	-595.00	0.00	-5,405.00	9.9%
001 32206		BUILDING PERMIT-AFTER THE FACT					
	-5,000.00	0.00	-5,000.00	-496.00	0.00	-4,504.00	9.9%
001 32207		BLDING PERMIT-REINSPECTION FEE					
	-3,500.00	0.00	-3,500.00	-210.00	0.00	-3,290.00	6.0%
001 32210		BUILDING PERMIT-TREE REMOVAL					
	-25,000.00	0.00	-25,000.00	-1,452.50	0.00	-23,547.50	5.8%
001 32211		BUILDING PERMIT-FENCING					
	-5,000.00	0.00	-5,000.00	-500.00	0.00	-4,500.00	10.0%
001 32218		CLEARING/EXCAVATE-PERMITS					
	-25,000.00	0.00	-25,000.00	-710.00	0.00	-24,290.00	2.8%
001 32219		TREE TRUST FUND RESERVE					
	-25,000.00	0.00	-25,000.00	-1,452.50	0.00	-23,547.50	5.8%
001 32310		FRANCHISE FEES ELECTRIC					
	-1,440,000.00	0.00	-1,440,000.00	-140,000.00	0.00	-1,300,000.00	9.7%

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32340		FRANCHISE FEES GAS					
	-20,000.00	0.00	-20,000.00	0.00	0.00	-20,000.00	.0%
001 32900		CODE ENFORCEMENT FEES & FINES					
	-25,000.00	0.00	-25,000.00	-6,158.47	0.00	-18,841.53	24.6%
001 32901		ZONING PLAN REVIEW					
	-18,000.00	0.00	-18,000.00	-1,400.00	0.00	-16,600.00	7.8%
001 32903		SIGN PERMITS					
	-4,500.00	0.00	-4,500.00	-394.00	0.00	-4,106.00	8.8%
001 32905		ELECTRICAL PERMITS-GENERAL					
	-60,000.00	0.00	-60,000.00	-5,110.00	0.00	-54,890.00	8.5%
001 32906		ELECTRICAL PERMITS-TEMPORARY P					
	-8,500.00	0.00	-8,500.00	-825.00	0.00	-7,675.00	9.7%
001 32908		GAS PERMITS-GENERAL					
	-14,000.00	0.00	-14,000.00	-640.00	0.00	-13,360.00	4.6%
001 32909		GAS PERMITS-LP INSTALLATION					
	-6,000.00	0.00	-6,000.00	-225.00	0.00	-5,775.00	3.8%
001 32911		MECHANICAL					
	-75,000.00	0.00	-75,000.00	-7,180.00	0.00	-67,820.00	9.6%
001 32912		PLUMBING PERMITS					
	-35,000.00	0.00	-35,000.00	-2,780.00	0.00	-32,220.00	7.9%
001 32913		PLUMBING-FIXTURE FEES					
	-25,000.00	0.00	-25,000.00	-1,276.00	0.00	-23,724.00	5.1%
001 32915		ANNEXATION APP FEE					
	-2,800.00	0.00	-2,800.00	-600.00	0.00	-2,200.00	21.4%
001 32917		BOA APP FEES-RESIDENTIAL					
	-10,400.00	0.00	-10,400.00	0.00	0.00	-10,400.00	.0%
001 32918		ZONING CERTIFICATION FEE					
	-3,925.00	0.00	-3,925.00	-300.00	0.00	-3,625.00	7.6%
001 32920		CDD COPIES MADE FEE					
	-2,600.00	0.00	-2,600.00	-29.30	0.00	-2,570.70	1.1%
001 32921		COMP PLAN AMEND APP FEE					
	-1,500.00	0.00	-1,500.00	0.00	0.00	-1,500.00	.0%
001 32924		HDC APPLICATION FEE					
	-10,000.00	0.00	-10,000.00	-665.00	0.00	-9,335.00	6.7%
001 32926		PLAT APPROVAL APP FEE					
	-3,400.00	0.00	-3,400.00	0.00	0.00	-3,400.00	.0%
001 32928		REZONING APP FEE					
	-5,250.00	0.00	-5,250.00	-4,000.00	0.00	-1,250.00	76.2%
001 32929		SITE PLAN REVIEW APP FEE					
	-37,200.00	0.00	-37,200.00	-6,800.00	0.00	-30,400.00	18.3%
001 32931		HDC VARIANCE					
	-1,300.00	0.00	-1,300.00	0.00	0.00	-1,300.00	.0%
001 32932		DUE DILIGENCE					
	-750.00	0.00	-750.00	0.00	0.00	-750.00	.0%

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32933		TELECOMMUNICATION PERMIT					
	-400.00	0.00	-400.00	0.00	0.00	-400.00	.0%
001 32936		CODE TEXT AMENDMENT					
	-850.00	0.00	-850.00	0.00	0.00	-850.00	.0%
001 32937		LOT LINE ADJUSTMENTS					
	-3,200.00	0.00	-3,200.00	-400.00	0.00	-2,800.00	12.5%
001 32960		ADMINISTRATION COST BLDING SU					
	-2,000.00	0.00	-2,000.00	-549.31	0.00	-1,450.69	27.5%
001 32980		OTHER MISC PERMITS					
	-1,000.00	0.00	-1,000.00	-35.00	0.00	-965.00	3.5%
001 32981		SPECIAL EVENT PERMITS					
	-3,500.00	0.00	-3,500.00	-1,100.00	0.00	-2,400.00	31.4%
001 32982		SPECIAL BANNER PERMITS					
	-1,500.00	0.00	-1,500.00	-25.00	0.00	-1,475.00	1.7%
001 32992		FIRE MARSHALL'S FEES					
	-30,000.00	0.00	-30,000.00	-1,264.70	0.00	-28,735.30	4.2%
001 32995		ADDRESS ASSIGNMENT					
	-1,500.00	0.00	-1,500.00	-80.00	0.00	-1,420.00	5.3%
001 33170		DOS PRESERVATION					
	-50,000.00	0.00	-50,000.00	0.00	0.00	-50,000.00	.0%
001 33350		HALF-CENT SALES TAX					
	-889,256.00	0.00	-889,256.00	-64,602.67	0.00	-824,653.33	7.3%
001 33512		STATE REVENUE SHARING PROCEED					
	-227,319.00	0.00	-227,319.00	-18,642.99	0.00	-208,676.01	8.2%
001 33514		MOBILE HOME TAX					
	-800.00	0.00	-800.00	-127.25	0.00	-672.75	15.9%
001 33515		ALCOHOLIC BEV LICENSE					
	-25,000.00	0.00	-25,000.00	0.00	0.00	-25,000.00	.0%
001 33522		FIREFIGHTERS SUPPLEMENT					
	-10,000.00	0.00	-10,000.00	0.00	0.00	-10,000.00	.0%
001 33720		SCHOOL RESOURCE OFFICER					
	-250,000.00	0.00	-250,000.00	0.00	0.00	-250,000.00	.0%
001 33721		DEA REIMBURSEMENT					
	-12,000.00	0.00	-12,000.00	0.00	0.00	-12,000.00	.0%
001 33722		NASSAU COUNTY OCEAN RESCUE					
	-118,000.00	0.00	-118,000.00	-27,132.10	0.00	-90,867.90	23.0%
001 33910		OCEAN, HIGHWAY AND PRT AUTHORIT					
	-50,000.00	0.00	-50,000.00	0.00	0.00	-50,000.00	.0%
001 34260		AMBULANCE SERVICES					
	-450,943.00	0.00	-450,943.00	-38,931.31	0.00	-412,011.69	8.6%
001 34290		SHRIMP FESTIVAL REIMBURSEMENT					
	-6,000.00	0.00	-6,000.00	0.00	0.00	-6,000.00	.0%
001 34700		TRUST ACTIVITIES NON-TAXABLE					
	-160,000.00	0.00	-160,000.00	-10,230.32	0.00	-149,769.68	6.4%

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34701		TRUST ACTIVITIES TAXABLE					
	-20,000.00	0.00	-20,000.00	-2,153.82	0.00	-17,846.18	10.8%
001 34702		PARKS TRUST NON-TAXABLE					
	-10,000.00	0.00	-10,000.00	-875.00	0.00	-9,125.00	8.8%
001 34703		PARKS TRUST TAXABLE					
	0.00	0.00	0.00	-286.00	0.00	286.00	100.0%
001 34704		RENTALS NON-TAXABLE					
	-15,000.00	0.00	-15,000.00	-710.00	0.00	-14,290.00	4.7%
001 34705		SOFTBALL COMPLEX					
	-500.00	0.00	-500.00	-45.00	0.00	-455.00	9.0%
001 34706		PARKS LAWN CHARGES					
	-13,500.00	0.00	-13,500.00	0.00	0.00	-13,500.00	.0%
001 34720		RENTALS					
	-9,000.00	0.00	-9,000.00	-995.00	0.00	-8,005.00	11.1%
001 34721		PECK RENTS					
	-11,000.00	0.00	-11,000.00	-700.00	0.00	-10,300.00	6.4%
001 34722		PECK RENTS NON-TAXABLE					
	-35,000.00	0.00	-35,000.00	-2,767.53	0.00	-32,232.47	7.9%
001 34723		PECK TRUST TAXABLE					
	-6,000.00	0.00	-6,000.00	-767.32	0.00	-5,232.68	12.8%
001 34724		PECK TRUST NON-TAXABLE					
	-40,000.00	0.00	-40,000.00	-4,685.00	0.00	-35,315.00	11.7%
001 34725		MLK RENTS					
	-4,000.00	0.00	-4,000.00	-210.00	0.00	-3,790.00	5.3%
001 34726		MLK RENTS NON-TAXABLE					
	0.00	0.00	0.00	-447.00	0.00	447.00	100.0%
001 34728		MLK TRUST NON-TAXABLE					
	-11,000.00	0.00	-11,000.00	-1,495.00	0.00	-9,505.00	13.6%
001 34730		YOUTH TRUST ACTIVITIES					
	-17,000.00	0.00	-17,000.00	0.00	0.00	-17,000.00	.0%
001 34731		YOUTH CAMPS					
	-255,000.00	0.00	-255,000.00	-23,133.30	0.00	-231,866.70	9.1%
001 34740		AQUATICS TRUST TAXABLE					
	0.00	0.00	0.00	-358.80	0.00	358.80	100.0%
001 34741		AQUATICS TRUST NON-TAXABLE					
	-115,000.00	0.00	-115,000.00	-9,113.00	0.00	-105,887.00	7.9%
001 34742		SWIMMING POOLS					
	-52,000.00	0.00	-52,000.00	-3,222.10	0.00	-48,777.90	6.2%
001 35100		COURT CASES GENERAL FUND					
	-10,500.00	0.00	-10,500.00	0.00	0.00	-10,500.00	.0%
001 35115		PARKING TICKETS					
	-11,000.00	0.00	-11,000.00	-1,165.00	0.00	-9,835.00	10.6%
001 35120		POLICE EDUCATION					
	-1,300.00	0.00	-1,300.00	0.00	0.00	-1,300.00	.0%

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 35911	FINGERPRINT-ACCI-INC	REPORT					
	-900.00	0.00	-900.00	-146.10	0.00	-753.90	16.2%
001 36110	INTEREST						
	-50,000.00	0.00	-50,000.00	-6,589.57	0.00	-43,410.43	13.2%
001 36210	RENTS						
	-3,044.00	0.00	-3,044.00	-3,440.60	0.00	396.60	113.0%
001 36215	RENTS NON-TAXABLE						
	-23,800.00	0.00	-23,800.00	0.00	0.00	-23,800.00	.0%
001 36990	OTHER REVENUE						
	-15,000.00	0.00	-15,000.00	-5,284.49	0.00	-9,715.51	35.2%
001 36996	REVENUE-GARNISHMENT FEE						
	-100.00	0.00	-100.00	-8.00	0.00	-92.00	8.0%
001 36997	TDC REVENUE						
	-50,000.00	0.00	-50,000.00	-3,029.00	0.00	-46,971.00	6.1%
001 38215	FROM UTILITY TAX						
	-1,800,000.00	0.00	-1,800,000.00	-150,000.00	0.00	-1,650,000.00	8.3%
001 38244	FROM SANITATION						
	-36,000.00	0.00	-36,000.00	-3,000.00	0.00	-33,000.00	8.3%
001 38245	FROM WASTEWATER OPERATIONS						
	-360,000.00	0.00	-360,000.00	-30,000.00	0.00	-330,000.00	8.3%
001 38246	FROM WATER OPERATIONS						
	-180,000.00	0.00	-180,000.00	-15,000.00	0.00	-165,000.00	8.3%
001 38251	FROM FLEET						
	-15,000.00	0.00	-15,000.00	-1,250.00	0.00	-13,750.00	8.3%
001 38910	CASH BALANCE FORWARD						
	-5,342,964.00	0.00	-5,342,964.00	0.00	0.00	-5,342,964.00	.0%
001 38911	CASH BAL FORWARD REST'D						
	-2,290,000.00	0.00	-2,290,000.00	0.00	0.00	-2,290,000.00	.0%
TOTAL GENERAL FUND							
	-31,464,636.00	0.00	-31,464,636.00	-832,498.59	0.00	-30,632,137.41	2.6%

0012200 FIRE

0012200 36993	DONATIONS/CONTRIBUTIONS						
	-7,000.00	0.00	-7,000.00	-3,157.74	0.00	-3,842.26	45.1%
TOTAL FIRE							
	-7,000.00	0.00	-7,000.00	-3,157.74	0.00	-3,842.26	45.1%
TOTAL GENERAL FUND							
	-31,471,636.00	0.00	-31,471,636.00	-835,656.33	0.00	-30,635,979.67	2.7%
TOTAL REVENUES							
	-31,471,636.00	0.00	-31,471,636.00	-835,656.33	0.00	-30,635,979.67	

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ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
GRAND TOTAL						
-31,471,636.00	0.00	-31,471,636.00	-835,656.33	0.00	-30,635,979.67	2.7%
** END OF REPORT - Generated by Pauline Testagrose **						

Revenue	Amount	% Used
Revised Budget	(31,471,636.00)	2.70%
Less: Cash Balance Forward		
38910	5,342,964.00	
38911	<u>2,290,000.00</u>	
Revised Budget excluding Cash	(23,838,672.00)	
YTD Actual Revenue	(835,656.33)	3.50%

Revised Budget excluding Cash	(\$23,838,672.00)
Less: YTD Expenditures	<u>1,685,680.86</u>
Net (Revenues) Expenditures	(\$22,152,991.14)

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

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100 CITY COMMISSION						
333,373.00	333,373.00	26,593.73	26,593.73	0.00	306,779.27	8.0%
0011200 CITY CLERK						
514,348.00	514,348.00	41,353.40	41,353.40	0.00	472,994.60	8.0%
0011210 CITY MANAGER						
534,107.00	534,107.00	29,521.78	29,521.78	18,060.30	486,524.92	8.9%
0011300 FINANCE						
764,488.00	764,488.00	93,703.19	93,703.19	2,500.00	668,284.81	12.6%
0011310 INFORMATION TECHNOLOGY						
670,489.00	670,489.00	59,761.91	59,761.91	0.00	610,727.09	8.9%
0011350 HUMAN RESOURCES						
375,806.00	375,806.00	35,222.39	35,222.39	0.00	340,583.61	9.4%
0011400 CITY ATTORNEY						
352,708.00	352,708.00	16,613.76	16,613.76	0.00	336,094.24	4.7%
0011500 PLANNING						
640,393.00	640,393.00	49,786.59	49,786.59	0.00	590,606.41	7.8%
0011910 NON DEPARTMENTAL						
267,183.00	267,183.00	30,650.30	30,650.30	0.00	236,532.70	11.5%
0011930 FACILITIES MAINTENANCE						
620,929.00	620,929.00	39,706.47	39,706.47	33,563.00	547,659.53	11.8%
0012100 POLICE						
5,879,077.00	5,879,077.00	401,875.24	401,875.24	82,296.00	5,394,905.76	8.2%
0012200 FIRE						
4,267,286.00	4,267,286.00	279,411.67	279,411.67	7,622.00	3,980,252.33	6.7%
0012201 FIRE OCEAN RESCUE						
328,687.00	328,687.00	4,075.71	4,075.71	0.00	324,611.29	1.2%
0012400 BUILDING / PERMITTING						
1,159,808.00	1,159,808.00	60,943.75	60,943.75	3,850.00	1,095,014.25	5.6%
0012420 CODE ENFORCEMENT						
221,251.00	221,251.00	10,487.92	10,487.92	0.00	210,763.08	4.7%
0014100 STREETS						
2,332,491.00	2,332,491.00	149,667.96	149,667.96	193,674.30	1,989,148.74	14.7%
0015200 DOWNTOWN						
84,791.00	84,791.00	1,640.17	1,640.17	0.00	83,150.83	1.9%
0015640 PUBLIC ASSISTANCE						
58,500.00	58,500.00	2,500.00	2,500.00	0.00	56,000.00	4.3%
0017100 LIBRARY						
14,361.00	14,361.00	550.38	550.38	0.00	13,810.62	3.8%
0017200 RECREATION						
1,105,681.00	1,105,681.00	64,084.00	64,084.00	19,265.00	1,022,332.00	7.5%
0017210 PARKS						
323,734.00	323,734.00	5,479.89	5,479.89	0.00	318,254.11	1.7%
0017220 PECK						
305,363.00	305,363.00	16,456.55	16,456.55	5,650.00	283,256.45	7.2%

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

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FOR 2019 01

0017225 MLK CENTER ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017225 MLK CENTER						
201,908.00	201,908.00	12,138.95	12,138.95	0.00	189,769.05	6.0%
0017230 YOUTH						
284,561.00	284,561.00	15,788.81	15,788.81	0.00	268,772.19	5.5%
0017240 AQUATICS						
342,280.00	342,280.00	18,914.67	18,914.67	6,396.40	316,968.93	7.4%
0018100 INTERFUND TRANSFERS OUT						
2,625,020.00	2,625,020.00	218,751.67	218,751.67	0.00	2,406,268.33	8.3%
0018200 CONTINGENCIES						
150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	.0%
0018300 RESERVES						
4,454,213.00	4,454,213.00	0.00	0.00	0.00	4,454,213.00	.0%
0018301 REST'D RESERVES						
2,258,800.00	2,258,800.00	0.00	0.00	0.00	2,258,800.00	.0%
GRAND TOTAL						
31,471,636.00	31,471,636.00	1,685,680.86	1,685,680.86	372,877.00	29,413,078.14	6.5%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35110		FINES/FORFEITURES					
	0.00	0.00	-70.00	-70.00	0.00	70.00	100.0%
100 38910		CASH BALANCE FORWARD					
	-2,161.00	-2,161.00	0.00	0.00	0.00	-2,161.00	.0%
100 59990		RESERVE					
	2,161.00	2,161.00	0.00	0.00	0.00	2,161.00	.0%
TOTAL LAW ENFORCEMENT TRUST	0.00	0.00	-70.00	-70.00	0.00	70.00	100.0%
TOTAL REVENUES	-2,161.00	-2,161.00	-70.00	-70.00	0.00	-2,091.00	
TOTAL EXPENSES	2,161.00	2,161.00	0.00	0.00	0.00	2,161.00	
GRAND TOTAL	0.00	0.00	-70.00	-70.00	0.00	70.00	100.0%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121		SEIZED CONTRABAND					
	-15,000.00	-15,000.00	-154,188.26	-154,188.26	0.00	139,188.26	1027.9%
110 38910		CASH BALANCE FORWARD					
	-59,600.00	-59,600.00	0.00	0.00	0.00	-59,600.00	.0%
110 56400		MACH/EQUIP					
	72,800.00	72,800.00	0.00	0.00	61,222.00	11,578.00	84.1%
110 59990		RESERVE					
	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	.0%
TOTAL FEDERAL FORFEITURE	0.00	0.00	-154,188.26	-154,188.26	61,222.00	92,966.26	100.0%
	TOTAL REVENUES						
	-74,600.00	-74,600.00	-154,188.26	-154,188.26	0.00	79,588.26	
	TOTAL EXPENSES						
	74,600.00	74,600.00	0.00	0.00	61,222.00	13,378.00	
	GRAND TOTAL						
	0.00	0.00	-154,188.26	-154,188.26	61,222.00	92,966.26	100.0%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 38910							
		CASH BALANCE FORWARD					
	-101,181.00	-101,181.00	0.00	0.00	0.00	-101,181.00	.0%
130 56300		IMPROVEMENTS					
	101,181.00	101,181.00	0.00	0.00	0.00	101,181.00	.0%
TOTAL CDBG ECON DEV	0.00	0.00	0.00	0.00	0.00	0.00	.0%
		TOTAL REVENUES					
	-101,181.00	-101,181.00	0.00	0.00	0.00	-101,181.00	
		TOTAL EXPENSES					
	101,181.00	101,181.00	0.00	0.00	0.00	101,181.00	
		GRAND TOTAL					
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
WASTEWATER IMPACT
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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110		INTEREST					
	-2,500.00	-2,500.00	0.00	0.00	0.00	-2,500.00	.0%
145 36310		IMPACT FEES- INCORPORATED AREA					
	-438,669.00	-438,669.00	-730,967.62	-730,967.62	0.00	292,298.62	166.6%
145 36311		IMPACT FEES- UNINCORPORATED					
	-29,012.00	-29,012.00	-8,138.68	-8,138.68	0.00	-20,873.32	28.1%
145 38910		CASH BALANCE FORWARD					
	-635,019.00	-635,019.00	0.00	0.00	0.00	-635,019.00	.0%
145 59230		TRANSFER TO UTIL ACQ DS					
	500,000.00	500,000.00	41,666.67	41,666.67	0.00	458,333.33	8.3%
145 59990		RESERVE					
	605,200.00	605,200.00	0.00	0.00	0.00	605,200.00	.0%
TOTAL WASTEWATER IMPACT							
	0.00	0.00	-697,439.63	-697,439.63	0.00	697,439.63	100.0%
TOTAL REVENUES							
	-1,105,200.00	-1,105,200.00	-739,106.30	-739,106.30	0.00	-366,093.70	
TOTAL EXPENSES							
	1,105,200.00	1,105,200.00	41,666.67	41,666.67	0.00	1,063,533.33	
GRAND TOTAL							
	0.00	0.00	-697,439.63	-697,439.63	0.00	697,439.63	100.0%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36310		IMPACT FEES- INCORPORATED AREA					
	-181,251.00	-181,251.00	-301,921.78	-301,921.78	0.00	120,670.78	166.6%
146 36311		IMPACT FEES- UNINCORPORATED					
	-11,988.00	-11,988.00	-3,596.25	-3,596.25	0.00	-8,391.75	30.0%
146 38910		CASH BALANCE FORWARD					
	-256,161.00	-256,161.00	0.00	0.00	0.00	-256,161.00	.0%
146 59230		TRANSFER TO UTIL ACQ DS					
	340,000.00	340,000.00	28,333.33	28,333.33	0.00	311,666.67	8.3%
146 59990		RESERVE					
	109,400.00	109,400.00	0.00	0.00	0.00	109,400.00	.0%
TOTAL WATER IMPACT	0.00	0.00	-277,184.70	-277,184.70	0.00	277,184.70	100.0%
	TOTAL REVENUES						
	-449,400.00	-449,400.00	-305,518.03	-305,518.03	0.00	-143,881.97	
	TOTAL EXPENSES						
	449,400.00	449,400.00	28,333.33	28,333.33	0.00	421,066.67	
	GRAND TOTAL						
	0.00	0.00	-277,184.70	-277,184.70	0.00	277,184.70	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

UTILITY TAX

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410		ELECTRIC MUNICIPAL TAX					
	-700,376.00	-700,376.00	0.00	0.00	0.00	-700,376.00	.0%
150 31420		TELEPHONE MUNICIPAL TAX					
	-661,624.00	-661,624.00	-53,886.56	-53,886.56	0.00	-607,737.44	8.1%
150 31430		WATER MUNICIPAL TAX					
	-300,000.00	-300,000.00	-26,555.63	-26,555.63	0.00	-273,444.37	8.9%
150 31440		GAS MUNICIPAL TAX					
	-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%
150 36110		INTEREST					
	0.00	0.00	-0.47	-0.47	0.00	0.47	100.0%
150 38910		CASH BALANCE FORWARD					
	-238,000.00	-238,000.00	0.00	0.00	0.00	-238,000.00	.0%
150 59100		TRANSFER TO GENERAL FUND					
	1,800,000.00	1,800,000.00	150,000.00	150,000.00	0.00	1,650,000.00	8.3%
150 59990		RESERVE					
	210,000.00	210,000.00	0.00	0.00	0.00	210,000.00	.0%
TOTAL UTILITY TAX	0.00	0.00	69,557.34	69,557.34	0.00	-69,557.34	100.0%
	TOTAL REVENUES						
	-2,010,000.00	-2,010,000.00	-80,442.66	-80,442.66	0.00	-1,929,557.34	
	TOTAL EXPENSES						
	2,010,000.00	2,010,000.00	150,000.00	150,000.00	0.00	1,860,000.00	
	GRAND TOTAL						
	0.00	0.00	69,557.34	69,557.34	0.00	-69,557.34	100.0%

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

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FOR 2019 01

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

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YEAR-TO-DATE BUDGET REPORT

CEMETERY

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970		BURIAL PERMITS					
	-3,500.00	-3,500.00	-240.00	-240.00	0.00	-3,260.00	6.9%
170 34560		MARKER SETTING FEES					
	-2,200.00	-2,200.00	-440.00	-440.00	0.00	-1,760.00	20.0%
170 34570		PERPETUAL CARE					
	-50,750.00	-50,750.00	-4,532.68	-4,532.68	0.00	-46,217.32	8.9%
170 34580		SALE OF LOTS					
	-94,250.00	-94,250.00	-8,576.32	-8,576.32	0.00	-85,673.68	9.1%
170 36110		INTEREST					
	-10,000.00	-10,000.00	-397.48	-397.48	0.00	-9,602.52	4.0%
170 36120		UNREALIZED GAIN					
	0.00	0.00	801.15	801.15	0.00	-801.15	100.0%
170 38101		FROM GENERAL FUND					
	-11,300.00	-11,300.00	-941.67	-941.67	0.00	-10,358.33	8.3%
170 38910		CASH BALANCE FORWARD					
	-76,300.00	-76,300.00	0.00	0.00	0.00	-76,300.00	.0%
170 38913		CASH BAL FOR RESTD CEMET					
	-1,040,200.00	-1,040,200.00	0.00	0.00	0.00	-1,040,200.00	.0%
170 51200		SALARIES					
	73,412.00	73,412.00	4,030.24	4,030.24	0.00	69,381.76	5.5%
170 51400		OVERTIME					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
170 52100		FICA					
	5,769.00	5,769.00	277.87	277.87	0.00	5,491.13	4.8%
170 52200		RETIREMENT					
	22,611.00	22,611.00	1,884.25	1,884.25	0.00	20,726.75	8.3%
170 52300		HEALTH INSUR					
	26,722.00	26,722.00	2,226.00	2,226.00	0.00	24,496.00	8.3%
170 52301		LIFE INSUR					
	379.00	379.00	32.25	32.25	0.00	346.75	8.5%
170 52400		WORKERS' COMP					
	4,261.00	4,261.00	355.08	355.08	0.00	3,905.92	8.3%
170 53200		AUDITING					
	2,265.00	2,265.00	188.75	188.75	0.00	2,076.25	8.3%
170 53400		CONTRACTUAL					
	15,864.00	15,864.00	1,007.17	1,007.17	0.00	14,856.83	6.3%
170 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	0.00	0.00	0.00	3,600.00	.0%
170 54310		UTILITIES-WATER & WASTEWATER					
	850.00	850.00	0.00	0.00	0.00	850.00	.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

CEMETERY

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 54500		INSURANCE					
	3,015.00	3,015.00	251.25	251.25	0.00	2,763.75	8.3%
170 54610		R/M BLDG & GROUNDS					
	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	.0%
170 54620		R/M EQUIPMENT					
	2,000.00	2,000.00	405.94	405.94	0.00	1,594.06	20.3%
170 54630		R/M VEHICLES-LABOR					
	2,000.00	2,000.00	17.50	17.50	0.00	1,982.50	.9%
170 54640		R/M VEHICLES-PARTS					
	2,000.00	2,000.00	25.99	25.99	0.00	1,974.01	1.3%
170 55200		OPERATING SUPPLIES					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
170 55210		UNIFORMS					
	450.00	450.00	0.00	0.00	0.00	450.00	.0%
170 55230		GAS/OIL					
	2,500.00	2,500.00	250.21	250.21	0.00	2,249.79	10.0%
170 59990		RESERVE					
	5,802.00	5,802.00	0.00	0.00	0.00	5,802.00	.0%
170 59997		RESERVE REST'D FOR CEMETERY					
	1,091,000.00	1,091,000.00	0.00	0.00	0.00	1,091,000.00	.0%
TOTAL CEMETERY	0.00	0.00	-3,374.50	-3,374.50	0.00	3,374.50	100.0%
		TOTAL REVENUES					
	-1,288,500.00	-1,288,500.00	-14,327.00	-14,327.00	0.00	-1,274,173.00	
		TOTAL EXPENSES					
	1,288,500.00	1,288,500.00	10,952.50	10,952.50	0.00	1,277,547.50	
		GRAND TOTAL					
	0.00	0.00	-3,374.50	-3,374.50	0.00	3,374.50	100.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110		PROPERTY TAXES					
	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
180 31117		PROPERTY TAXES-COUNTY					
	-4,000.00	-4,000.00	0.00	0.00	0.00	-4,000.00	.0%
180 36991		PARKING REVENUE					
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
180 38910		CASH BALANCE FORWARD					
	-11,000.00	-11,000.00	0.00	0.00	0.00	-11,000.00	.0%
180 59990		RESERVE					
	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	.0%
TOTAL COMM DEVELOP AREA	0.00	0.00	0.00	0.00	0.00	0.00	.0%
	TOTAL REVENUES						
	-20,000.00	-20,000.00	0.00	0.00	0.00	-20,000.00	
	TOTAL EXPENSES						
	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	
	GRAND TOTAL						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210		FEDERAL LAW ENFORCEMENT SUPP					
	-127,644.00	-127,644.00	-14,099.91	-14,099.91	0.00	-113,544.09	11.0%
190 38910		CASH BALANCE FORWARD					
	-91,556.00	-91,556.00	0.00	0.00	0.00	-91,556.00	.0%
190 54000		TRAINING/TRAVEL					
	11,500.00	11,500.00	0.00	0.00	0.00	11,500.00	.0%
190 54921		UNDERCOVER					
	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	.0%
190 55200		OPERATING SUPPLIES					
	40,000.00	40,000.00	4,980.00	4,980.00	0.00	35,020.00	12.5%
190 56400		MACH/EQUIP					
	87,000.00	87,000.00	0.00	0.00	47,811.91	39,188.09	55.0%
190 56401		EQUIP-NON CAPITAL					
	22,500.00	22,500.00	0.00	0.00	0.00	22,500.00	.0%
190 59990		RESERVE					
	50,700.00	50,700.00	0.00	0.00	0.00	50,700.00	.0%
TOTAL LAW ENFORCE RECOVERY	0.00	0.00	-9,119.91	-9,119.91	47,811.91	-38,692.00	100.0%
	TOTAL REVENUES						
	-219,200.00	-219,200.00	-14,099.91	-14,099.91	0.00	-205,100.09	
	TOTAL EXPENSES						
	219,200.00	219,200.00	4,980.00	4,980.00	47,811.91	166,408.09	
	GRAND TOTAL						
	0.00	0.00	-9,119.91	-9,119.91	47,811.91	-38,692.00	100.0%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 38101		FROM GENERAL FUND					
	-423,720.00	-423,720.00	-35,310.00	-35,310.00	0.00	-388,410.00	8.3%
220 38910		CASH BALANCE FORWARD					
	-4,442.00	-4,442.00	0.00	0.00	0.00	-4,442.00	.0%
220 57100		PRINCIPAL					
	395,000.00	395,000.00	0.00	0.00	0.00	395,000.00	.0%
220 57200		INTEREST					
	28,698.00	28,698.00	14,348.81	14,348.81	0.00	14,349.19	50.0%
220 59990		RESERVE					
	4,464.00	4,464.00	0.00	0.00	0.00	4,464.00	.0%
TOTAL BOND DEBT SERVICE	0.00	0.00	-20,961.19	-20,961.19	0.00	20,961.19	100.0%
	TOTAL REVENUES						
	-428,162.00	-428,162.00	-35,310.00	-35,310.00	0.00	-392,852.00	
	TOTAL EXPENSES						
	428,162.00	428,162.00	14,348.81	14,348.81	0.00	413,813.19	
	GRAND TOTAL						
	0.00	0.00	-20,961.19	-20,961.19	0.00	20,961.19	100.0%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 38140		FROM WW IMPACT FEES					
	-500,000.00	-500,000.00	-41,666.67	-41,666.67	0.00	-458,333.33	8.3%
230 38141		FROM WATER IMPACT FEES					
	-340,000.00	-340,000.00	-28,333.33	-28,333.33	0.00	-311,666.67	8.3%
230 38145		FROM WASTEWATER					
	-416,583.00	-416,583.00	-34,715.25	-34,715.25	0.00	-381,867.75	8.3%
230 38146		FROM WATER					
	-1,497,749.00	-1,497,749.00	-124,812.42	-124,812.42	0.00	-1,372,936.58	8.3%
230 38910		CASH BALANCE FORWARD					
	-249,900.00	-249,900.00	0.00	0.00	0.00	-249,900.00	.0%
230 57100		PRINCIPAL					
	1,506,000.00	1,506,000.00	0.00	0.00	0.00	1,506,000.00	.0%
230 57200		INTEREST					
	1,248,332.00	1,248,332.00	0.00	0.00	0.00	1,248,332.00	.0%
230 59990		RESERVE					
	249,900.00	249,900.00	0.00	0.00	0.00	249,900.00	.0%
TOTAL UTILITY DEBT SERVICE							
	0.00	0.00	-229,527.67	-229,527.67	0.00	229,527.67	100.0%
TOTAL REVENUES							
	-3,004,232.00	-3,004,232.00	-229,527.67	-229,527.67	0.00	-2,774,704.33	
TOTAL EXPENSES							
	3,004,232.00	3,004,232.00	0.00	0.00	0.00	3,004,232.00	
GRAND TOTAL							
	0.00	0.00	-229,527.67	-229,527.67	0.00	229,527.67	100.0%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33400		STATE GRANT					
	-1,114,040.00	-1,114,040.00	0.00	0.00	0.00	-1,114,040.00	.0%
300 33544		8TH CENT GAS TAX					
	-125,000.00	-125,000.00	-9,603.97	-9,603.97	0.00	-115,396.03	7.7%
300 33710		COUNTY GRANT					
	-1,030,960.00	-1,030,960.00	0.00	0.00	0.00	-1,030,960.00	.0%
300 36110		INTEREST					
	-3,000.00	-3,000.00	-1,296.41	-1,296.41	0.00	-1,703.59	43.2%
300 38101		FROM GENERAL FUND					
	-1,670,000.00	-1,670,000.00	-139,166.67	-139,166.67	0.00	-1,530,833.33	8.3%
300 38152		FROM UB					
	-10,700.00	-10,700.00	-891.67	-891.67	0.00	-9,808.33	8.3%
300 38910		CASH BALANCE FORWARD					
	-928,000.00	-928,000.00	0.00	0.00	0.00	-928,000.00	.0%
300 38911		CASH BAL FORWARD REST'D					
	-600,000.00	-600,000.00	0.00	0.00	0.00	-600,000.00	.0%
TOTAL CAPITAL IMPROVEMENT							
	-5,481,700.00	-5,481,700.00	-150,958.72	-150,958.72	0.00	-5,330,741.28	2.8%
TOTAL REVENUES							
	-5,481,700.00	-5,481,700.00	-150,958.72	-150,958.72	0.00	-5,330,741.28	
GRAND TOTAL							
	-5,481,700.00	-5,481,700.00	-150,958.72	-150,958.72	0.00	-5,330,741.28	2.8%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT							
3001000 56410	SOFTWARE						
	100,000.00	100,000.00	7,438.25	7,438.25	0.00	92,561.75	7.4%
3001000 57100	PRINCIPAL						
	673,842.00	673,842.00	186,383.71	186,383.71	0.00	487,458.29	27.7%
3001000 57200	INTEREST						
	25,173.00	25,173.00	3,283.78	3,283.78	0.00	21,889.22	13.0%
3001000 57310	BOND EXPENSE						
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
3001000 59990	RESERVE						
	5,485.00	5,485.00	0.00	0.00	0.00	5,485.00	.0%
TOTAL GENERAL GOVERNMENT							
	805,200.00	805,200.00	197,105.74	197,105.74	0.00	608,094.26	24.5%
TOTAL EXPENSES							
	805,200.00	805,200.00	197,105.74	197,105.74	0.00	608,094.26	
3004100 CAP IMP STREETS							
3004100 56311	SIDEWALKS-GENL/MISC						
	130,000.00	130,000.00	0.00	0.00	19,995.00	110,005.00	15.4%
3004100 56312	STREET STRIPING						
	36,500.00	36,500.00	11,988.65	11,988.65	0.00	24,511.35	32.8%
3004100 56320	STREET PAVNG/RESURFACING-CAPIT						
	400,000.00	400,000.00	5,060.00	5,060.00	0.00	394,940.00	1.3%
3004100 56368	MAIN STREET IMPROVEMENTS						
	0.00	0.00	0.00	0.00	4,328.57	-4,328.57	100.0%
3004100 56400	MACH/EQUIP						
	160,000.00	160,000.00	0.00	0.00	159,835.00	165.00	99.9%
TOTAL CAP IMP STREETS							
	726,500.00	726,500.00	17,048.65	17,048.65	184,158.57	525,292.78	27.7%
TOTAL EXPENSES							
	726,500.00	726,500.00	17,048.65	17,048.65	184,158.57	525,292.78	
3007200 CAP IMP REC							
3007200 56300	IMPROVEMENTS						
	125,000.00	125,000.00	78.99	78.99	107,235.08	17,685.93	85.9%

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

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FOR 2019 01

3007200 CAP IMP REC	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3007200 56327	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	.0%
3007200 56328	1,100,000.00	1,100,000.00	0.00	0.00	15,405.50	1,084,594.50	1.4%
3007200 56331	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	.0%
3007200 56332	1,635,000.00	1,635,000.00	0.00	0.00	0.00	1,635,000.00	.0%
3007200 56365	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
TOTAL CAP IMP REC	3,070,000.00	3,070,000.00	78.99	78.99	122,640.58	2,947,280.43	4.0%
TOTAL EXPENSES	3,070,000.00	3,070,000.00	78.99	78.99	122,640.58	2,947,280.43	
3007210 PARKS IMPROVEMENTS							
3007210 56300	345,000.00	345,000.00	0.00	0.00	0.00	345,000.00	.0%
TOTAL PARKS IMPROVEMENTS	345,000.00	345,000.00	0.00	0.00	0.00	345,000.00	.0%
TOTAL EXPENSES	345,000.00	345,000.00	0.00	0.00	0.00	345,000.00	
3007220 CAP IMP PECK							
3007220 56300	325,000.00	325,000.00	0.00	0.00	49,469.21	275,530.79	15.2%
TOTAL CAP IMP PECK	325,000.00	325,000.00	0.00	0.00	49,469.21	275,530.79	15.2%
TOTAL EXPENSES	325,000.00	325,000.00	0.00	0.00	49,469.21	275,530.79	
3007225 MLK CENTER							
3007225 56300	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	.0%

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

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3007225 MLK CENTER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL MLK CENTER	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	.0%
TOTAL EXPENSES	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	
3007400 CAP IMP AQUATICS							
3007400 56300 IMPROVEMENTS	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	.0%
TOTAL CAP IMP AQUATICS	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	.0%
TOTAL EXPENSES	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	
GRAND TOTAL	5,481,700.00	5,481,700.00	214,233.38	214,233.38	356,268.36	4,911,198.26	10.4%

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Revenue	(\$ 150,958.72)
Expenses	<u>214,233.38</u>
Net (Rev)Exp	(\$ 63,274.66)

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

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FOR 2019 01

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION						
310 33440	OTHER GRANT					
-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
310 36110	INTEREST					
-8,000.00	-8,000.00	-1,060.28	-1,060.28	0.00	-6,939.72	13.3%
310 38410	LOAN PROCEEDS					
-1,500,000.00	-1,500,000.00	0.00	0.00	0.00	-1,500,000.00	.0%
TOTAL CAPITAL EXPANSION						
-1,708,000.00	-1,708,000.00	-1,060.28	-1,060.28	0.00	-1,706,939.72	.1%
TOTAL REVENUES						
-1,708,000.00	-1,708,000.00	-1,060.28	-1,060.28	0.00	-1,706,939.72	
3101000 CAP EXP ADMIN						
3101000 32410	IMPACT FEES ADMIN					
-250,000.00	-250,000.00	-6,647.60	-6,647.60	0.00	-243,352.40	2.7%
3101000 38910	CASH BALANCE FORWARD					
-693,374.00	-693,374.00	0.00	0.00	0.00	-693,374.00	.0%
TOTAL CAP EXP ADMIN						
-943,374.00	-943,374.00	-6,647.60	-6,647.60	0.00	-936,726.40	.7%
TOTAL REVENUES						
-943,374.00	-943,374.00	-6,647.60	-6,647.60	0.00	-936,726.40	
3102100 CAP EXP POLICE						
3102100 32421	IMPACT FEES POLICE					
-93,750.00	-93,750.00	-2,492.85	-2,492.85	0.00	-91,257.15	2.7%
3102100 38910	CASH BALANCE FORWARD					
-156,522.00	-156,522.00	0.00	0.00	0.00	-156,522.00	.0%
TOTAL CAP EXP POLICE						
-250,272.00	-250,272.00	-2,492.85	-2,492.85	0.00	-247,779.15	1.0%
TOTAL REVENUES						
-250,272.00	-250,272.00	-2,492.85	-2,492.85	0.00	-247,779.15	
3102200 CAP EXP FIRE						
3102200 32422	IMPACT FEES FIRE					

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

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FOR 2019 01

3102200 CAP EXP FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	-187,500.00	-187,500.00	-4,836.13	-4,836.13	0.00	-182,663.87	2.6%
3102200 38910	CASH BALANCE FORWARD						
	-676,789.00	-676,789.00	0.00	0.00	0.00	-676,789.00	.0%
TOTAL CAP EXP FIRE	-864,289.00	-864,289.00	-4,836.13	-4,836.13	0.00	-859,452.87	.6%
TOTAL REVENUES	-864,289.00	-864,289.00	-4,836.13	-4,836.13	0.00	-859,452.87	
3107200 CAP EXP RECREATION							
3107200 32470	IMPACT FEES RECREATION						
	-1,000,000.00	-1,000,000.00	-32,407.05	-32,407.05	0.00	-967,592.95	3.2%
3107200 38910	CASH BALANCE FORWARD						
	-2,136,965.00	-2,136,965.00	0.00	0.00	0.00	-2,136,965.00	.0%
TOTAL CAP EXP RECREATION	-3,136,965.00	-3,136,965.00	-32,407.05	-32,407.05	0.00	-3,104,557.95	1.0%
TOTAL REVENUES	-3,136,965.00	-3,136,965.00	-32,407.05	-32,407.05	0.00	-3,104,557.95	
GRAND TOTAL	-6,902,900.00	-6,902,900.00	-47,443.91	-47,443.91	0.00	-6,855,456.09	.7%

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

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FOR 2019 01

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN						
3101000 56200	BUILDING					
1,500,000.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00	.0%
3101000 56500	INFRASTRUCTURE					
100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
3101000 59990	RESERVE					
844,574.00	844,574.00	0.00	0.00	0.00	844,574.00	.0%
TOTAL CAP EXP ADMIN						
2,444,574.00	2,444,574.00	0.00	0.00	0.00	2,444,574.00	.0%
TOTAL EXPENSES						
2,444,574.00	2,444,574.00	0.00	0.00	0.00	2,444,574.00	
3102100 CAP EXP POLICE						
3102100 56200	BUILDING					
250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
3102100 59990	RESERVE					
972.00	972.00	0.00	0.00	0.00	972.00	.0%
TOTAL CAP EXP POLICE						
250,972.00	250,972.00	0.00	0.00	0.00	250,972.00	.0%
TOTAL EXPENSES						
250,972.00	250,972.00	0.00	0.00	0.00	250,972.00	
3102200 CAP EXP FIRE						
3102200 56400	MACH/EQUIP					
250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	.0%
3102200 59990	RESERVE					
615,489.00	615,489.00	0.00	0.00	0.00	615,489.00	.0%
TOTAL CAP EXP FIRE						
865,489.00	865,489.00	0.00	0.00	0.00	865,489.00	.0%
TOTAL EXPENSES						
865,489.00	865,489.00	0.00	0.00	0.00	865,489.00	
3107200 CAP EXP RECREATION						
3107200 53100	PROFESSIONAL SERVICES					

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

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3107200 CAP EXP RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
3107200 55200	OPERATING SUPPLIES	0.00	0.00	0.00	5,771.43	-5,771.43	100.0%
3107200 56200	BUILDING	148,000.00	0.00	0.00	0.00	148,000.00	.0%
3107200 56300	IMPROVEMENTS	756,000.00	0.00	0.00	0.00	756,000.00	.0%
3107200 59990	RESERVE	2,427,865.00	0.00	0.00	0.00	2,427,865.00	.0%
TOTAL CAP EXP RECREATION	3,341,865.00	3,341,865.00	0.00	0.00	5,771.43	3,336,093.57	.2%
	TOTAL EXPENSES	3,341,865.00	0.00	0.00	5,771.43	3,336,093.57	
	GRAND TOTAL	6,902,900.00	0.00	0.00	5,771.43	6,897,128.57	.1%

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Revenues	(\$ 47,443.91)
Expenses	<u>0.00</u>
Net (Rev)Exp	(\$ 47,443.91)

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 38145		FROM WASTEWATER					
	-1,500,000.00	-1,500,000.00	-125,000.00	-125,000.00	0.00	-1,375,000.00	8.3%
330 38910		CASH BALANCE FORWARD					
	-3,488,400.00	-3,488,400.00	0.00	0.00	0.00	-3,488,400.00	.0%
330 59990		RESERVE					
	4,988,400.00	4,988,400.00	0.00	0.00	0.00	4,988,400.00	.0%
TOTAL WASTEWATER IMPROVEMENT	0.00	0.00	-125,000.00	-125,000.00	0.00	125,000.00	100.0%
TOTAL REVENUES							
-4,988,400.00	-4,988,400.00	-125,000.00	-125,000.00	0.00	-4,863,400.00		
TOTAL EXPENSES							
4,988,400.00	4,988,400.00	0.00	0.00	0.00	4,988,400.00		
GRAND TOTAL							
0.00	0.00	-125,000.00	-125,000.00	0.00	125,000.00	100.0%	

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

GOLF

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FOR 2019 01

ACCOUNTS FOR: 410 GOLF COURSE	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF							
410 34710	GREEN FEES						
	-307,827.00	0.00	-307,827.00	-22,126.25	0.00	-285,700.75	7.2%
410 34713	GOLF CARTS						
	-461,725.00	0.00	-461,725.00	-35,604.44	0.00	-426,120.56	7.7%
410 34714	RANGE FEES						
	-49,445.00	0.00	-49,445.00	-3,224.51	0.00	-46,220.49	6.5%
410 34715	PRO SHOP SALES						
	-81,237.00	0.00	-81,237.00	-5,475.72	0.00	-75,761.28	6.7%
410 34716	SNACK BAR SALES						
	-355,117.00	0.00	-355,117.00	-35,495.15	0.00	-319,621.85	10.0%
410 34718	FACILITY RENTAL						
	-42,470.00	0.00	-42,470.00	0.00	0.00	-42,470.00	.0%
410 34719	SCHOOL OF GOLF						
	-3,500.00	0.00	-3,500.00	0.00	0.00	-3,500.00	.0%
410 34733	MEMBERSHIPS						
	-144,941.00	0.00	-144,941.00	-83,767.05	LY \$91,363.00 0.00	-61,173.95	57.8%
410 36990	OTHER REVENUE						
	-22,700.00	0.00	-22,700.00	-13,576.22	0.00	-9,123.78	59.8%
410 38101	FROM GENERAL FUND						
	-220,000.00	0.00	-220,000.00	-18,333.33	0.00	-201,666.67	8.3%
410 38910	CASH BALANCE FORWARD						
	893,162.00	0.00	893,162.00	0.00	0.00	893,162.00	.0%
410 52350	OPEB COSTS						
	878.00	0.00	878.00	73.17	0.00	804.83	8.3%
410 53200	AUDITING						
	6,975.00	0.00	6,975.00	581.25	0.00	6,393.75	8.3%
410 53400	CONTRACTUAL						
	666,118.00	0.00	666,118.00	53,116.22	0.00	613,001.78	8.0%
410 54000	TRAINING/TRAVEL						
	0.00	0.00	0.00	140.00	0.00	-140.00	100.0%
410 54100	COMM - PHONE/FAX/ALARM						
	1,620.00	0.00	1,620.00	0.00	0.00	1,620.00	.0%
410 54101	COMMUNICATIONS-CELLULAR						
	2,520.00	0.00	2,520.00	30.08	0.00	2,489.92	1.2%
410 54103	COMMUNICATIONS-INTERNET						
	6,000.00	0.00	6,000.00	968.75	0.00	5,031.25	16.1%
410 54200	POSTAGE						
	120.00	0.00	120.00	0.00	0.00	120.00	.0%
410 54300	UTILITIES ELECTRIC						
	64,200.00	0.00	64,200.00	6,502.79	0.00	57,697.21	10.1%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

GOLF

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FOR 2019 01

ACCOUNTS FOR: 410 GOLF COURSE	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 54310	UTILITIES-WATER & WASTEWATER						
	9,600.00	0.00	9,600.00	0.00	0.00	9,600.00	.0%
410 54400	RENTALS/LEASES						
	3,996.00	0.00	3,996.00	0.00	0.00	3,996.00	.0%
410 54500	INSURANCE						
	99,372.00	0.00	99,372.00	13,372.72	0.00	85,999.28	13.5%
410 54610	R/M BLDG & GROUNDS						
	4,200.00	0.00	4,200.00	27.68	0.00	4,172.32	.7%
410 54620	R/M EQUIPMENT						
	29,700.00	0.00	29,700.00	7,179.58	0.00	22,520.42	24.2%
410 54800	PROMOTIONAL						
	28,050.00	0.00	28,050.00	3,581.40	0.00	24,468.60	12.8%
410 55100	OFFICE SUPPLIES						
	2,940.00	0.00	2,940.00	34.87	0.00	2,905.13	1.2%
410 55200	OPERATING SUPPLIES						
	207,406.00	0.00	207,406.00	42,847.73	0.00	164,558.27	20.7%
410 55210	UNIFORMS						
	6,200.00	0.00	6,200.00	401.80	0.00	5,798.20	6.5%
410 55230	GAS/OIL						
	35,000.00	0.00	35,000.00	3,245.98	0.00	31,754.02	9.3%
410 55400	BOOKS/SUBS/DUES						
	6,145.00	0.00	6,145.00	2,888.00	0.00	3,257.00	47.0%
410 55545	PRO SHOP COST OF SALES						
	50,913.00	0.00	50,913.00	3,156.32	0.00	47,756.68	6.2%
410 55550	F&B COST OF SALES						
	151,467.00	0.00	151,467.00	19,488.98	0.00	131,978.02	12.9%
410 55555	F&B PERSONNEL COSTS						
	109,766.00	0.00	109,766.00	7,592.42	0.00	102,173.58	6.9%
410 56300	IMPROVEMENTS						
	0.00	0.00	0.00	5,221.38	0.00	-5,221.38	100.0%
410 56400	MACH/EQUIP						
	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00	.0%
410 57100	PRINCIPAL						
	107,682.00	0.00	107,682.00	0.00	0.00	107,682.00	.0%
410 57200	INTEREST						
	9,028.00	0.00	9,028.00	1,934.66	0.00	7,093.34	21.4%
410 59990	RESERVE						
	-889,096.00	0.00	-889,096.00	0.00	0.00	-889,096.00	.0%
TOTAL GOLF	0.00	0.00	0.00	-45,216.89	0.00	45,216.89	100.0%
TOTAL GOLF COURSE	0.00	0.00	0.00	-45,216.89	0.00	45,216.89	100.0%
TOTAL REVENUES	-795,800.00	0.00	-795,800.00	-217,602.67	0.00	-578,197.33	
TOTAL EXPENSES	795,800.00	0.00	795,800.00	172,385.78	0.00	623,414.22	

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

GOLF

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FOR 2019 01

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0.00						
GRAND TOTAL						
0.00	0.00	0.00	-45,216.89	0.00	45,216.89	100.0%
** END OF REPORT - Generated by Pauline Testagrose **						

Golf	Budget	October YTD			
Pro Shop Sales	81,237.00		5,475.72		
Cost of Good Sold	<u>50,913.00</u>		<u>3,156.32</u>		
Profit/(Loss)	30,324.00	59.6%	2,319.40	73.5%	
F&B Sales	355,117.00		35,495.15		
Cost of Good Sold	<u>261,233.00</u>		<u>27,081.40</u>		
Profit/(Loss)	93,884.00	35.9%	8,413.75	31.1%	

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT
AIRPORT
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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT							
420 33220		FAA GRANT					
	-293,000.00	-293,000.00	-116,640.00	-116,640.00	0.00	-176,360.00	39.8%
420 33323		FDOT GRANT					
	-87,000.00	-87,000.00	0.00	0.00	0.00	-87,000.00	.0%
420 34720		RENTALS					
	0.00	0.00	-213.60	-213.60	0.00	213.60	100.0%
420 34970		FUEL SALES					
	-20,000.00	-20,000.00	-1,891.04	-1,891.04	0.00	-18,108.96	9.5%
420 34971		LEASE PAYMENTS-LAND LEASE					
	-68,439.00	-68,439.00	-6,421.00	-6,421.00	0.00	-62,018.00	9.4%
420 34973		LAND LEASE- AMELIA RIVER					
	-205,960.00	-205,960.00	-13,498.33	-13,498.33	0.00	-192,461.67	6.6%
420 34974		LAND LEASE PAYMENTS-NON TAXABL					
	-37,105.00	-37,105.00	-2,860.00	-2,860.00	0.00	-34,245.00	7.7%
420 34975		RENT/LEASE PAYMENTS					
	-321,192.00	-321,192.00	-22,721.72	-22,721.72	0.00	-298,470.28	7.1%
420 34976		8 FLAGS RENT (TAXABLE)					
	-67,017.00	-67,017.00	0.00	0.00	0.00	-67,017.00	.0%
420 34978		8 FLAGS RENT NON-TAXABLE					
	-50,266.00	-50,266.00	0.00	0.00	0.00	-50,266.00	.0%
420 36990		OTHER REVENUE					
	-95,700.00	-95,700.00	-350.00	-350.00	0.00	-95,350.00	.4%
420 36991		PARKING REVENUE					
	-2,004.00	-2,004.00	0.00	0.00	0.00	-2,004.00	.0%
420 36995		LATE FEES					
	0.00	0.00	-233.83	-233.83	0.00	233.83	100.0%
420 38910		CASH BALANCE FORWARD					
	-40,900.00	-40,900.00	0.00	0.00	0.00	-40,900.00	.0%
420 51200		SALARIES					
	122,210.00	122,210.00	6,742.20	6,742.20	0.00	115,467.80	5.5%
420 52100		FICA					
	9,349.00	9,349.00	462.36	462.36	0.00	8,886.64	4.9%
420 52200		RETIREMENT					
	36,594.00	36,594.00	3,049.50	3,049.50	0.00	33,544.50	8.3%
420 52300		HEALTH INSUR					
	29,701.00	29,701.00	2,473.94	2,473.94	0.00	27,227.06	8.3%
420 52301		LIFE INSUR					
	605.00	605.00	52.46	52.46	0.00	552.54	8.7%
420 52350		OPEB COSTS					
	1,756.00	1,756.00	146.33	146.33	0.00	1,609.67	8.3%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

AIRPORT

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 52400		WORKERS' COMP					
	2,150.00	2,150.00	179.17	179.17	0.00	1,970.83	8.3%
420 53100		PROFESSIONAL SERVICES					
	25,000.00	25,000.00	0.00	0.00	3,464.50	21,535.50	13.9%
420 53200		AUDITING					
	6,795.00	6,795.00	566.25	566.25	0.00	6,228.75	8.3%
420 53400		CONTRACTUAL					
	47,440.00	47,440.00	1,935.61	1,935.61	0.00	45,504.39	4.1%
420 54000		TRAINING/TRAVEL					
	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	.0%
420 54100		COMM - PHONE/FAX/ALARM					
	1,920.00	1,920.00	0.00	0.00	0.00	1,920.00	.0%
420 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
420 54103		COMMUNICATIONS-INTERNET					
	5,750.00	5,750.00	664.50	664.50	0.00	5,085.50	11.6%
420 54200		POSTAGE					
	150.00	150.00	0.00	0.00	0.00	150.00	.0%
420 54300		UTILITIES ELECTRIC					
	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	.0%
420 54310		UTILITIES-WATER & WASTEWATER					
	14,504.00	14,504.00	0.00	0.00	0.00	14,504.00	.0%
420 54500		INSURANCE					
	45,052.00	45,052.00	3,754.33	3,754.33	0.00	41,297.67	8.3%
420 54610		R/M BLDG & GROUNDS					
	108,000.00	108,000.00	6,346.41	6,346.41	0.00	101,653.59	5.9%
420 54620		R/M EQUIPMENT					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
420 54630		R/M VEHICLES-LABOR					
	4,000.00	4,000.00	565.00	565.00	0.00	3,435.00	14.1%
420 54640		R/M VEHICLES-PARTS					
	4,000.00	4,000.00	1,575.54	1,575.54	0.00	2,424.46	39.4%
420 54700		PRINTING					
	2,350.00	2,350.00	0.00	0.00	0.00	2,350.00	.0%
420 54800		PROMOTIONAL					
	2,000.00	2,000.00	486.47	486.47	0.00	1,513.53	24.3%
420 54910		BILLING COSTS					
	7,300.00	7,300.00	608.33	608.33	0.00	6,691.67	8.3%
420 55100		OFFICE SUPPLIES					
	6,300.00	6,300.00	0.00	0.00	0.00	6,300.00	.0%
420 55200		OPERATING SUPPLIES					
	735.00	735.00	258.05	258.05	0.00	476.95	35.1%
420 55210		UNIFORMS					
	400.00	400.00	0.00	0.00	0.00	400.00	.0%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

AIRPORT

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 55230							
	8,000.00	8,000.00	316.88	316.88	0.00	7,683.12	4.0%
420 55400							
	725.00	725.00	330.00	330.00	0.00	395.00	45.5%
420 56300							
	583,950.00	583,950.00	134,274.62	134,274.62	40,407.67	409,267.71	29.9%
420 56401							
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 57100							
	77,000.00	77,000.00	0.00	0.00	0.00	77,000.00	.0%
420 57200							
	37,832.00	37,832.00	0.00	0.00	0.00	37,832.00	.0%
420 59990							
	44,515.00	44,515.00	0.00	0.00	0.00	44,515.00	.0%
TOTAL AIRPORT	0.00	0.00	-41.57	-41.57	43,872.17	-43,830.60	100.0%
	TOTAL REVENUES						
	-1,288,583.00	-1,288,583.00	-164,829.52	-164,829.52	0.00	-1,123,753.48	
	TOTAL EXPENSES						
	1,288,583.00	1,288,583.00	164,787.95	164,787.95	43,872.17	1,079,922.88	
	GRAND TOTAL						
	0.00	0.00	-41.57	-41.57	43,872.17	-43,830.60	100.0%

** END OF REPORT - Generated by Susan Carless **

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

SANITATION

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION							
440 34340		GARBAGE FEES					
	-2,400,000.00	-2,400,000.00	-205,445.05	-205,445.05	0.00	-2,194,554.95	8.6%
440 36110		INTEREST					
	0.00	0.00	-195.62	-195.62	0.00	195.62	100.0%
440 36990		OTHER REVENUE					
	-19,000.00	-19,000.00	0.00	0.00	0.00	-19,000.00	.0%
440 38910		CASH BALANCE FORWARD					
	-128,400.00	-128,400.00	0.00	0.00	0.00	-128,400.00	.0%
440 53200		AUDITING					
	6,795.00	6,795.00	566.25	566.25	0.00	6,228.75	8.3%
440 53400		CONTRACTUAL					
	100,000.00	100,000.00	412.16	412.16	0.00	99,587.84	.4%
440 53440		SANITATION SERVICES EXPENSE					
	2,181,600.00	2,181,600.00	0.00	0.00	0.00	2,181,600.00	.0%
440 53444		RECYCLING SERVICES					
	15,000.00	15,000.00	1,125.00	1,125.00	0.00	13,875.00	7.5%
440 54910		BILLING COSTS					
	92,000.00	92,000.00	7,666.67	7,666.67	0.00	84,333.33	8.3%
440 55230		GAS/OIL					
	1,000.00	1,000.00	529.88	529.88	0.00	470.12	53.0%
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	3,000.00	3,000.00	0.00	33,000.00	8.3%
440 59990		RESERVE					
	114,005.00	114,005.00	0.00	0.00	0.00	114,005.00	.0%
TOTAL SANITATION	0.00	0.00	-192,340.71	-192,340.71	0.00	192,340.71	100.0%
	TOTAL REVENUES						
	-2,547,400.00	-2,547,400.00	-205,640.67	-205,640.67	0.00	-2,341,759.33	
	TOTAL EXPENSES						
	2,547,400.00	2,547,400.00	13,299.96	13,299.96	0.00	2,534,100.04	
	GRAND TOTAL						
	0.00	0.00	-192,340.71	-192,340.71	0.00	192,340.71	100.0%

** END OF REPORT - Generated by Susan Carless **

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2019 01

ACCOUNTS FOR: 450 WASTEWATER	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER							
450 33120	FEMA GRANT						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 33420	FEMA STATE						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 34345	WASTEWATER CHARGES						
	-5,830,988.00	0.00	-5,830,988.00	-493,269.26	LY \$481,001.64 0.00	-5,337,718.74	8.5%
450 34530	SEPTIC DUMPING						
	-35,000.00	0.00	-35,000.00	-1,324.80	0.00	-33,675.20	3.8%
450 34535	WASTEWATER TAP FEES						
	-5,000.00	0.00	-5,000.00	-4,874.88	0.00	-125.12	97.5%
450 34910	WASTEWATER MISCELLANEOUS FEES						
	0.00	0.00	0.00	-1,810.00	0.00	1,810.00	100.0%
450 36110	INTEREST						
	-24,000.00	0.00	-24,000.00	-3,911.36	0.00	-20,088.64	16.3%
450 36120	UNREALIZED GAIN						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 36420	INSURANCE PROCEEDS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 36800	CAPITAL CONTRIBUTION						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 36990	OTHER REVENUE						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 36992	GAIN ON SALE OF ASSET						
	0.00	0.00	0.00	-4,650.00	0.00	4,650.00	100.0%
450 38910	CASH BALANCE FORWARD						
	-5,743,512.00	0.00	-5,743,512.00	0.00	0.00	-5,743,512.00	.0%
450 51200	SALARIES						
	571,312.00	0.00	571,312.00	31,725.03	0.00	539,586.97	5.6%
450 51210	WC REIMB						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 51350	PART-TIME						
	31,356.00	0.00	31,356.00	411.53	0.00	30,944.47	1.3%
450 51400	OVERTIME						
	100,000.00	0.00	100,000.00	6,235.38	0.00	93,764.62	6.2%
450 52100	FICA						
	53,754.00	0.00	53,754.00	2,699.48	0.00	51,054.52	5.0%
450 52200	RETIREMENT						
	179,522.00	0.00	179,522.00	14,960.17	0.00	164,561.83	8.3%
450 52300	HEALTH INSUR						
	170,315.00	0.00	170,315.00	14,592.01	0.00	155,722.99	8.6%

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ACCOUNTS FOR: 450 WASTEWATER		ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 52301		LIFE INSUR						
	2,850.00		0.00	2,850.00	233.50	0.00	2,616.50	8.2%
450 52350		OPEB COSTS						
	15,361.00		0.00	15,361.00	1,280.08	0.00	14,080.92	8.3%
450 52400		WORKERS' COMP						
	15,897.00		0.00	15,897.00	1,324.75	0.00	14,572.25	8.3%
450 52500		UNEMPLOYMENT						
	0.00		0.00	0.00	0.00	0.00	0.00	.0%
450 53100		PROFESSIONAL SERVICES						
	0.00		0.00	0.00	0.00	0.00	0.00	.0%
450 53200		AUDITING						
	14,345.00		0.00	14,345.00	1,195.42	0.00	13,149.58	8.3%
450 53400		CONTRACTUAL						
	250,800.00		0.00	250,800.00	5,060.13	0.00	245,739.87	2.0%
450 54000		TRAINING/TRAVEL						
	16,375.00		0.00	16,375.00	2,345.00	0.00	14,030.00	14.3%
450 54100		COMM - PHONE/FAX/ALARM						
	2,700.00		0.00	2,700.00	0.00	0.00	2,700.00	.0%
450 54101		COMMUNICATIONS-CELLULAR						
	2,400.00		0.00	2,400.00	142.50	0.00	2,257.50	5.9%
450 54103		COMMUNICATIONS-INTERNET						
	3,335.00		0.00	3,335.00	414.17	0.00	2,920.83	12.4%
450 54200		POSTAGE						
	3,000.00		0.00	3,000.00	51.36	0.00	2,948.64	1.7%
450 54300		UTILITIES ELECTRIC						
	190,000.00		0.00	190,000.00	11,593.35	0.00	178,406.65	6.1%
450 54310		UTILITIES-WATER & WASTEWATER						
	31,287.00		0.00	31,287.00	728.27	0.00	30,558.73	2.3%
450 54320		UTILITIES-PROPANE/OTHER						
	7,800.00		0.00	7,800.00	0.00	0.00	7,800.00	.0%
450 54400		RENTALS/LEASES						
	0.00		0.00	0.00	0.00	0.00	0.00	.0%
450 54500		INSURANCE						
	75,945.00		0.00	75,945.00	6,328.75	0.00	69,616.25	8.3%
450 54610		R/M BLDG & GROUNDS						
	20,000.00		0.00	20,000.00	280.40	0.00	19,719.60	1.4%
450 54620		R/M EQUIPMENT						
	110,000.00		0.00	110,000.00	3,238.00	16,124.00	90,638.00	17.6%
450 54630		R/M VEHICLES-LABOR						
	25,000.00		0.00	25,000.00	4,948.75	0.00	20,051.25	19.8%
450 54640		R/M VEHICLES-PARTS						
	40,000.00		0.00	40,000.00	7,075.94	0.00	32,924.06	17.7%
450 54700		PRINTING						
	0.00		0.00	0.00	0.00	0.00	0.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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FOR 2019 01

ACCOUNTS FOR: 450 WASTEWATER	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 54910	BILLING COSTS						
	175,000.00	0.00	175,000.00	14,583.33	0.00	160,416.67	8.3%
450 54920	UTILITY ADMIN COSTS						
	193,000.00	0.00	193,000.00	16,083.33	0.00	176,916.67	8.3%
450 55100	OFFICE SUPPLIES						
	1,100.00	0.00	1,100.00	0.00	0.00	1,100.00	.0%
450 55200	OPERATING SUPPLIES						
	194,870.00	0.00	194,870.00	33,503.66	22,743.67	138,622.67	28.9%
450 55210	UNIFORMS						
	5,575.00	0.00	5,575.00	1,631.15	0.00	3,943.85	29.3%
450 55220	JANITORIAL SUPPLIES						
	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00	.0%
450 55230	GAS/OIL						
	35,000.00	0.00	35,000.00	2,206.99	0.00	32,793.01	6.3%
450 55240	CHEMICALS						
	70,000.00	0.00	70,000.00	10,384.00	0.00	59,616.00	14.8%
450 55300	ROAD MATERIALS						
	8,000.00	0.00	8,000.00	2,899.27	0.00	5,100.73	36.2%
450 55400	BOOKS/SUBS/DUES						
	1,900.00	0.00	1,900.00	0.00	0.00	1,900.00	.0%
450 56200	BUILDING						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 56300	IMPROVEMENTS						
	820,000.00	0.00	820,000.00	489.72	433,349.00	386,161.28	52.9%
450 56400	MACH/EQUIP						
	345,000.00	0.00	345,000.00	6,511.00	116,266.21	222,222.79	35.6%
450 56401	EQUIP-NON CAPITAL						
	24,000.00	0.00	24,000.00	5,415.05	0.00	18,584.95	22.6%
450 57000	SETTLEMENT EXPENSE						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 57100	PRINCIPAL						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 57200	INTEREST						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 57300	FINANCING COSTS						
	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 59100	TRANSFER TO GENERAL FUND						
	360,000.00	0.00	360,000.00	30,000.00	0.00	330,000.00	8.3%
450 59230	TRANSFER TO UTIL ACQ DS						
	416,583.00	0.00	416,583.00	34,715.25	0.00	381,867.75	8.3%
450 59330	TRANSFER TO WW CAPITAL						
	1,500,000.00	0.00	1,500,000.00	125,000.00	0.00	1,375,000.00	8.3%
450 59460	TRANSFER TO WATER FUND						
	600,000.00	0.00	600,000.00	50,000.00	0.00	550,000.00	8.3%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

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FOR 2019 01

ACCOUNTS FOR: 450 WASTEWATER	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 59900	0.00	0.00	0.00	0.00	0.00	0.00	.0%
450 59990	4,953,618.00	0.00	4,953,618.00	0.00	0.00	4,953,618.00	.0%
TOTAL WASTEWATER	0.00	0.00	0.00	-59,553.58	588,482.88	-528,929.30	100.0%
TOTAL WASTEWATER	0.00	0.00	0.00	-59,553.58	588,482.88	-528,929.30	100.0%
TOTAL REVENUES	-11,638,500.00	0.00	-11,638,500.00	-509,840.30	0.00	-11,128,659.70	
TOTAL EXPENSES	11,638,500.00	0.00	11,638,500.00	450,286.72	588,482.88	10,599,730.40	

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ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

WATER

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER							
460 34346		WATER CHARGES			LY \$356,342.82		
460 34610	-4,110,237.00	-4,110,237.00	-357,154.00	-357,154.00	0.00	-3,753,083.00	8.7%
460 34620	-24,000.00	-24,000.00	-4,250.00	-4,250.00	0.00	-19,750.00	17.7%
460 34621	-18,900.00	-18,900.00	-14,542.24	-14,542.24	0.00	-4,357.76	76.9%
460 34910	-60,000.00	-60,000.00	-1,208.65	-1,208.65	0.00	-58,791.35	2.0%
460 36110	-15,000.00	-15,000.00	-1,750.00	-1,750.00	0.00	-13,250.00	11.7%
460 36323	-2,800.00	-2,800.00	0.00	0.00	0.00	-2,800.00	.0%
460 36995	-8,400.00	-8,400.00	-4,500.00	-4,500.00	0.00	-3,900.00	53.6%
460 38145	-16,000.00	-16,000.00	-1,391.24	-1,391.24	0.00	-14,608.76	8.7%
460 38910	-600,000.00	-600,000.00	-50,000.00	-50,000.00	0.00	-550,000.00	8.3%
460 38912	-4,197,363.00	-4,197,363.00	0.00	0.00	0.00	-4,197,363.00	.0%
460 51200	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
460 51350	526,280.00	526,280.00	24,196.12	24,196.12	0.00	502,083.88	4.6%
460 51400	0.00	0.00	1,580.59	1,580.59	0.00	-1,580.59	100.0%
460 52100	95,000.00	95,000.00	5,567.45	5,567.45	0.00	89,432.55	5.9%
460 52200	47,528.00	47,528.00	2,290.56	2,290.56	0.00	45,237.44	4.8%
460 52300	199,712.00	199,712.00	16,642.67	16,642.67	0.00	183,069.33	8.3%
460 52301	129,651.00	129,651.00	7,915.33	7,915.33	0.00	121,735.67	6.1%
460 52350	2,997.00	2,997.00	161.67	161.67	0.00	2,835.33	5.4%
460 52400	14,483.00	14,483.00	1,206.92	1,206.92	0.00	13,276.08	8.3%
	16,818.00	16,818.00	1,401.50	1,401.50	0.00	15,416.50	8.3%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

WATER

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 53200		AUDITING					
	9,815.00	9,815.00	817.92	817.92	0.00	8,997.08	8.3%
460 53400		CONTRACTUAL					
	149,899.00	149,899.00	2,027.14	2,027.14	0.00	147,871.86	1.4%
460 54000		TRAINING/TRAVEL					
	14,420.00	14,420.00	1,942.48	1,942.48	0.00	12,477.52	13.5%
460 54100		COMM - PHONE/FAX/ALARM					
	2,111.00	2,111.00	0.00	0.00	0.00	2,111.00	.0%
460 54101		COMMUNICATIONS-CELLULAR					
	5,000.00	5,000.00	328.72	328.72	0.00	4,671.28	6.6%
460 54103		COMMUNICATIONS-INTERNET					
	5,250.00	5,250.00	700.79	700.79	0.00	4,549.21	13.3%
460 54200		POSTAGE					
	1,825.00	1,825.00	172.17	172.17	0.00	1,652.83	9.4%
460 54300		UTILITIES ELECTRIC					
	250,000.00	250,000.00	7,737.28	7,737.28	0.00	242,262.72	3.1%
460 54310		UTILITIES-WATER & WASTEWATER					
	2,300.00	2,300.00	0.00	0.00	0.00	2,300.00	.0%
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					
	13,058.00	13,058.00	1,075.91	1,075.91	0.00	11,982.09	8.2%
460 54500		INSURANCE					
	32,214.00	32,214.00	2,684.50	2,684.50	0.00	29,529.50	8.3%
460 54610		R/M BLDG & GROUNDS					
	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	.0%
460 54620		R/M EQUIPMENT					
	280,000.00	280,000.00	9,014.00	9,014.00	0.00	270,986.00	3.2%
460 54630		R/M VEHICLES-LABOR					
	12,000.00	12,000.00	633.00	633.00	0.00	11,367.00	5.3%
460 54640		R/M VEHICLES-PARTS					
	18,000.00	18,000.00	1,459.50	1,459.50	0.00	16,540.50	8.1%
460 54800		PROMOTIONAL					
	5,000.00	5,000.00	1,111.39	1,111.39	0.00	3,888.61	22.2%
460 54910		BILLING COSTS					
	175,000.00	175,000.00	14,583.33	14,583.33	0.00	160,416.67	8.3%
460 54920		UTILITY ADMIN COSTS					
	193,000.00	193,000.00	16,083.33	16,083.33	0.00	176,916.67	8.3%
460 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
460 55200		OPERATING SUPPLIES					
	161,420.00	161,420.00	8,888.32	8,888.32	15,708.00	136,823.68	15.2%
460 55210		UNIFORMS					
	4,875.00	4,875.00	1,593.26	1,593.26	0.00	3,281.74	32.7%

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 City of Fernandina Beach
 YEAR-TO-DATE BUDGET REPORT

WATER

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55220		JANITORIAL SUPPLIES					
	450.00	450.00	0.00	0.00	0.00	450.00	.0%
460 55230		GAS/OIL					
	35,000.00	35,000.00	3,303.14	3,303.14	0.00	31,696.86	9.4%
460 55240		CHEMICALS					
	25,000.00	25,000.00	1,750.00	1,750.00	0.00	23,250.00	7.0%
460 55300		ROAD MATERIALS					
	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	.0%
460 55400		BOOKS/SUBS/DUES					
	6,140.00	6,140.00	238.00	238.00	0.00	5,902.00	3.9%
460 56200		BUILDING					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
460 56300		IMPROVEMENTS					
	570,000.00	570,000.00	0.00	0.00	19,920.69	550,079.31	3.5%
460 56400		MACH/EQUIP					
	43,000.00	43,000.00	0.00	0.00	27,204.00	15,796.00	63.3%
460 56401		EQUIP-NON CAPITAL					
	20,000.00	20,000.00	4,390.00	4,390.00	0.00	15,610.00	22.0%
460 59100		TRANSFER TO GENERAL FUND					
	180,000.00	180,000.00	15,000.00	15,000.00	0.00	165,000.00	8.3%
460 59230		TRANSFER TO UTIL ACQ DS					
	1,497,749.00	1,497,749.00	124,812.42	124,812.42	0.00	1,372,936.58	8.3%
460 59910		CONTINGENCY R & R					
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990		RESERVE					
	4,276,705.00	4,276,705.00	0.00	0.00	0.00	4,276,705.00	.0%
TOTAL WATER	0.00	0.00	-153,486.72	-153,486.72	62,832.69	90,654.03	100.0%
		TOTAL REVENUES					
	-9,252,700.00	-9,252,700.00	-434,796.13	-434,796.13	0.00	-8,817,903.87	
		TOTAL EXPENSES					
	9,252,700.00	9,252,700.00	281,309.41	281,309.41	62,832.69	8,908,557.90	
		GRAND TOTAL					
	0.00	0.00	-153,486.72	-153,486.72	62,832.69	90,654.03	100.0%

** END OF REPORT - Generated by Susan Carless **

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33120		FEMA FED GRANT					
	-428,947.00	-428,947.00	0.00	0.00	0.00	-428,947.00	.0%
470 33400		STATE GRANT					
	-256,053.00	-256,053.00	0.00	0.00	0.00	-256,053.00	.0%
470 34347		WATER DRAINAGE FEES					
	-815,000.00	-815,000.00	-74,028.06	-74,028.06	LY \$69,985.27 0.00	-740,971.94	9.1%
470 38910		CASH BALANCE FORWARD					
	-244,000.00	-244,000.00	0.00	0.00	0.00	-244,000.00	.0%
470 51200		SALARIES					
	267,224.00	267,224.00	13,349.19	13,349.19	0.00	253,874.81	5.0%
470 51350		PART-TIME					
	0.00	0.00	581.04	581.04	0.00	-581.04	100.0%
470 51400		OVERTIME					
	5,000.00	5,000.00	1,210.42	1,210.42	0.00	3,789.58	24.2%
470 52100		FICA					
	20,825.00	20,825.00	1,076.23	1,076.23	0.00	19,748.77	5.2%
470 52200		RETIREMENT					
	83,791.00	83,791.00	6,982.58	6,982.58	0.00	76,808.42	8.3%
470 52300		HEALTH INSUR					
	72,825.00	72,825.00	5,154.37	5,154.37	0.00	67,670.63	7.1%
470 52301		LIFE INSUR					
	1,511.00	1,511.00	103.66	103.66	0.00	1,407.34	6.9%
470 52350		OPEB COSTS					
	2,194.00	2,194.00	182.83	182.83	0.00	2,011.17	8.3%
470 52400		WORKERS' COMP					
	6,814.00	6,814.00	567.83	567.83	0.00	6,246.17	8.3%
470 53100		PROFESSIONAL SERVICES					
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
470 53200		AUDITING					
	6,040.00	6,040.00	503.33	503.33	0.00	5,536.67	8.3%
470 53400		CONTRACTUAL					
	71,938.00	64,538.00	132.14	132.14	0.00	64,405.86	.2%
470 54000		TRAINING/TRAVEL					
	990.00	990.00	675.00	675.00	0.00	315.00	68.2%
470 54100		COMM - PHONE/FAX/ALARM					
	237.00	237.00	0.00	0.00	0.00	237.00	.0%
470 54101		COMMUNICATIONS-CELLULAR					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
470 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	136.00	136.00	0.00	1,499.00	8.3%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54200		POSTAGE					
	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300		UTILITIES ELECTRIC					
	4,800.00	4,800.00	0.00	0.00	0.00	4,800.00	.0%
470 54310		UTILITIES-WATER & WASTEWATER					
	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	.0%
470 54500		INSURANCE					
	901.00	901.00	75.08	75.08	0.00	825.92	8.3%
470 54610		R/M BLDG & GROUNDS					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
470 54620		R/M EQUIPMENT					
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
470 54630		R/M VEHICLES-LABOR					
	10,000.00	10,000.00	212.50	212.50	0.00	9,787.50	2.1%
470 54640		R/M VEHICLES-PARTS					
	15,000.00	15,000.00	352.16	352.16	0.00	14,647.84	2.3%
470 54700		PRINTING					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
470 54800		PROMOTIONAL					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 54910		BILLING COSTS					
	35,000.00	35,000.00	2,916.67	2,916.67	0.00	32,083.33	8.3%
470 55100		OFFICE SUPPLIES					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 55200		OPERATING SUPPLIES					
	41,560.00	41,560.00	9,971.82	9,971.82	0.00	31,588.18	24.0%
470 55210		UNIFORMS					
	1,625.00	1,625.00	673.67	673.67	0.00	951.33	41.5%
470 55230		GAS/OIL					
	10,000.00	10,000.00	763.30	763.30	0.00	9,236.70	7.6%
470 55400		BOOKS/SUBS/DUES					
	910.00	910.00	500.00	500.00	0.00	410.00	54.9%
470 56100		LAND					
	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	.0%
470 56200		BUILDING					
	0.00	7,400.00	6,795.31	6,795.31	0.00	604.69	91.8%
470 56300		IMPROVEMENTS					
	825,000.00	825,000.00	0.00	0.00	0.00	825,000.00	.0%
470 59990		RESERVE					
	158,930.00	158,930.00	0.00	0.00	0.00	158,930.00	.0%
TOTAL STORMWATER	0.00	0.00	-21,112.93	-21,112.93	0.00	21,112.93	100.0%
TOTAL REVENUES	-1,744,000.00	-1,744,000.00	-74,028.06	-74,028.06	0.00	-1,669,971.94	
TOTAL EXPENSES	1,744,000.00	1,744,000.00	52,915.13	52,915.13	0.00	1,691,084.87	

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ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

MARINA

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33120		FEMA GRANT					
	-4,650,000.00	-4,650,000.00	0.00	0.00	0.00	-4,650,000.00	.0%
480 33400		STATE GRANT					
	-745,000.00	-745,000.00	0.00	0.00	0.00	-745,000.00	.0%
480 33420		FEMA STATE					
	-775,000.00	-775,000.00	0.00	0.00	0.00	-775,000.00	.0%
480 34750		SLIP RENTALS - PERMANENT					
	-100,000.00	-100,000.00	-13,098.50	-13,098.50	0.00	-86,901.50	13.1%
480 34755		SLIP RENTALS - TRANSIENT					
	-22,500.00	-22,500.00	-2,148.30	-2,148.30	0.00	-20,351.70	9.5%
480 34757		SLIP RENTALS - NON-TAXABLE					
	-350.00	-350.00	-337.50	-337.50	0.00	-12.50	96.4%
480 34760		BUSINESS RENTALS					
	-24,000.00	-24,000.00	-2,064.53	-2,064.53	0.00	-21,935.47	8.6%
480 34762		MOORINGS-TAXABLE					
	-25,000.00	-25,000.00	-1,460.00	-1,460.00	0.00	-23,540.00	5.8%
480 34766		SERVICES-NON TAXABLE					
	-275.00	-275.00	-4.00	-4.00	0.00	-271.00	1.5%
480 34767		SERVICES-TAXABLE					
	-1,500.00	-1,500.00	-46.73	-46.73	0.00	-1,453.27	3.1%
480 34770		FUEL-DIESEL					
	-250,000.00	-250,000.00	0.00	0.00	0.00	-250,000.00	.0%
480 34771		FUEL-GAS					
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
480 34775		FUEL-DISCOUNTS DIESEL					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
480 34776		FUEL-DISCOUNTS GAS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
480 36215		NON-TAXABLE RENT					
	-9,500.00	-9,500.00	-782.47	-782.47	0.00	-8,717.53	8.2%
480 36990		OTHER REVENUE					
	-600.00	-600.00	-63.74	-63.74	0.00	-536.26	10.6%
480 38101		FROM GENERAL FUND					
	-300,000.00	-300,000.00	-25,000.00	-25,000.00	0.00	-275,000.00	8.3%
480 38410		LOAN PROCEEDS					
	-6,550,000.00	-6,550,000.00	0.00	0.00	0.00	-6,550,000.00	.0%
480 38910		CASH BALANCE FORWARD					
	652,700.00	652,700.00	0.00	0.00	0.00	652,700.00	.0%
480 53100		PROFESSIONAL SERVICES					
	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

MARINA

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 53200		AUDITING					
	6,795.00	6,795.00	566.25	566.25	0.00	6,228.75	8.3%
480 53400		CONTRACTUAL					
	382,093.00	382,093.00	17,581.91	17,581.91	0.00	364,511.09	4.6%
480 54000		TRAINING/TRAVEL					
	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	.0%
480 54100		COMM - PHONE/FAX/ALARM					
	4,980.00	4,980.00	0.00	0.00	0.00	4,980.00	.0%
480 54101		COMMUNICATIONS-CELLULAR					
	2,780.00	2,780.00	103.71	103.71	0.00	2,676.29	3.7%
480 54103		COMMUNICATIONS-INTERNET					
	10,900.00	10,900.00	632.42	632.42	0.00	10,267.58	5.8%
480 54300		UTILITIES ELECTRIC					
	24,000.00	24,000.00	0.00	0.00	0.00	24,000.00	.0%
480 54310		UTILITIES-WATER & WASTEWATER					
	19,000.00	19,000.00	2,468.05	2,468.05	0.00	16,531.95	13.0%
480 54500		INSURANCE					
	69,509.00	69,509.00	5,792.42	5,792.42	0.00	63,716.58	8.3%
480 54610		R/M BLDG & GROUNDS					
	35,000.00	35,000.00	196.35	196.35	0.00	34,803.65	.6%
480 54620		R/M EQUIPMENT					
	11,750.00	11,750.00	188.10	188.10	0.00	11,561.90	1.6%
480 54675		R/M MOORING FIELD					
	23,600.00	23,600.00	0.00	0.00	0.00	23,600.00	.0%
480 54700		PRINTING					
	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00	.0%
480 54800		PROMOTIONAL					
	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	.0%
480 55100		OFFICE SUPPLIES					
	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	.0%
480 55200		OPERATING SUPPLIES					
	26,770.00	26,770.00	754.96	754.96	0.00	26,015.04	2.8%
480 55210		UNIFORMS					
	350.00	350.00	0.00	0.00	0.00	350.00	.0%
480 55220		JANITORIAL SUPPLIES					
	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	.0%
480 55230		GAS/OIL					
	1,750.00	1,750.00	0.00	0.00	0.00	1,750.00	.0%
480 55400		BOOKS/SUBS/DUES					
	825.00	825.00	100.00	100.00	0.00	725.00	12.1%
480 55510		FUEL FOR RESALE					
	227,500.00	227,500.00	0.00	0.00	0.00	227,500.00	.0%
480 56200		BUILDING					
	6,200,000.00	6,200,000.00	0.00	0.00	5,499,714.22	700,285.78	88.7%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

MARINA

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 56300		IMPROVEMENTS					
	1,325,000.00	1,325,000.00	0.00	0.00	25,092.59	1,299,907.41	1.9%
480 57100		PRINCIPAL					
	5,763,000.00	5,763,000.00	0.00	0.00	0.00	5,763,000.00	.0%
480 57200		INTEREST					
	125,488.00	125,488.00	0.00	0.00	0.00	125,488.00	.0%
480 59990		RESERVE					
	-1,485,515.00	-1,485,515.00	0.00	0.00	0.00	-1,485,515.00	.0%
TOTAL MARINA	0.00	0.00	-16,621.60	-16,621.60	5,524,806.81	-5,508,185.21	100.0%
		TOTAL REVENUES					
	-12,848,025.00	-12,848,025.00	-45,005.77	-45,005.77	0.00	-12,803,019.23	
		TOTAL EXPENSES					
	12,848,025.00	12,848,025.00	28,384.17	28,384.17	5,524,806.81	7,294,834.02	
		GRAND TOTAL					
	0.00	0.00	-16,621.60	-16,621.60	5,524,806.81	-5,508,185.21	100.0%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36990		OTHER REVENUE					
	-12,000.00	-12,000.00	0.00	0.00	0.00	-12,000.00	.0%
510 36992		GAIN ON SALE OF ASSET					
	-60,000.00	-60,000.00	-12,980.00	-12,980.00	0.00	-47,020.00	21.6%
510 36994		LOANER VEHICLE REVENUE					
	-2,500.00	-2,500.00	-85.80	-85.80	0.00	-2,414.20	3.4%
510 38040		PARTS					
	0.00	0.00	-897.59	-897.59	0.00	897.59	100.0%
510 38047		HUMANE SOCIETY-PARTS					
	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%
510 38048		HUMANE SOCIETY-LABOR					
	-500.00	-500.00	0.00	0.00	0.00	-500.00	.0%
510 38049		HUMANE SOCIETY-FUEL					
	-3,000.00	-3,000.00	-213.83	-213.83	0.00	-2,786.17	7.1%
510 38053		GAS/OIL					
	-347,250.00	-347,250.00	-32,454.90	-32,454.90	0.00	-314,795.10	9.3%
510 38144		FROM SANITATION					
	-15,000.00	-15,000.00	-1,125.00	-1,125.00	0.00	-13,875.00	7.5%
510 38910		CASH BALANCE FORWARD					
	-46,200.00	-46,200.00	0.00	0.00	0.00	-46,200.00	.0%
TOTAL FLEET	-486,950.00	-486,950.00	-47,757.12	-47,757.12	0.00	-439,192.88	9.8%
	TOTAL REVENUES						
	-486,950.00	-486,950.00	-47,757.12	-47,757.12	0.00	-439,192.88	
5101000 GENERAL FUND							
5101000 38040		PARTS					
	-270,500.00	-270,500.00	-30,118.57	-30,118.57	0.00	-240,381.43	11.1%
5101000 38045		LABOR					
	-140,000.00	-140,000.00	-11,666.68	-11,666.68	0.00	-128,333.32	8.3%
TOTAL GENERAL FUND	-410,500.00	-410,500.00	-41,785.25	-41,785.25	0.00	-368,714.75	10.2%
	TOTAL REVENUES						
	-410,500.00	-410,500.00	-41,785.25	-41,785.25	0.00	-368,714.75	
5103900 CEMETERY							
5103900 38040		PARTS					

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

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FOR 2019 01

5103900 CEMETERY	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5103900 38045	-2,000.00	-2,000.00	-20.98	-20.98	0.00	-1,979.02	1.0%
	LABOR						
	-2,000.00	-2,000.00	-17.50	-17.50	0.00	-1,982.50	.9%
TOTAL CEMETERY							
	-4,000.00	-4,000.00	-38.48	-38.48	0.00	-3,961.52	1.0%
TOTAL REVENUES							
	-4,000.00	-4,000.00	-38.48	-38.48	0.00	-3,961.52	
5104200 AIRPORT							
5104200 38040	PARTS						
	-4,000.00	-4,000.00	-1,541.59	-1,541.59	0.00	-2,458.41	38.5%
5104200 38045	LABOR						
	-4,000.00	-4,000.00	-565.00	-565.00	0.00	-3,435.00	14.1%
TOTAL AIRPORT							
	-8,000.00	-8,000.00	-2,106.59	-2,106.59	0.00	-5,893.41	26.3%
TOTAL REVENUES							
	-8,000.00	-8,000.00	-2,106.59	-2,106.59	0.00	-5,893.41	
5104500 WASTEWATER							
5104500 38040	PARTS						
	-40,000.00	-40,000.00	-6,819.65	-6,819.65	0.00	-33,180.35	17.0%
5104500 38045	LABOR						
	-25,000.00	-25,000.00	-4,948.75	-4,948.75	0.00	-20,051.25	19.8%
TOTAL WASTEWATER							
	-65,000.00	-65,000.00	-11,768.40	-11,768.40	0.00	-53,231.60	18.1%
TOTAL REVENUES							
	-65,000.00	-65,000.00	-11,768.40	-11,768.40	0.00	-53,231.60	
5104600 WATER							
5104600 38040	PARTS						
	-18,000.00	-18,000.00	-911.81	-911.81	0.00	-17,088.19	5.1%
5104600 38045	LABOR						
	-12,000.00	-12,000.00	-633.00	-633.00	0.00	-11,367.00	5.3%

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

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FOR 2019 01

5104600 WATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WATER	-30,000.00	-30,000.00	-1,544.81	-1,544.81	0.00	-28,455.19	5.1%
TOTAL REVENUES	-30,000.00	-30,000.00	-1,544.81	-1,544.81	0.00	-28,455.19	
5104700 STORMWATER							
5104700 38040 PARTS	-15,000.00	-15,000.00	-344.66	-344.66	0.00	-14,655.34	2.3%
5104700 38045 LABOR	-10,000.00	-10,000.00	-212.50	-212.50	0.00	-9,787.50	2.1%
TOTAL STORMWATER	-25,000.00	-25,000.00	-557.16	-557.16	0.00	-24,442.84	2.2%
TOTAL REVENUES	-25,000.00	-25,000.00	-557.16	-557.16	0.00	-24,442.84	
GRAND TOTAL	-1,029,450.00	-1,029,450.00	-105,557.81	-105,557.81	0.00	-923,892.19	10.3%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 51200		SALARIES					
	117,837.00	117,837.00	6,467.71	6,467.71	0.00	111,369.29	5.5%
510 51350		PART TIME SALARIES					
	27,995.00	27,995.00	1,531.36	1,531.36	0.00	26,463.64	5.5%
510 51400		OVERTIME					
	6,000.00	6,000.00	62.20	62.20	0.00	5,937.80	1.0%
510 52100		FICA					
	11,615.00	11,615.00	609.85	609.85	0.00	11,005.15	5.3%
510 52200		RETIREMENT					
	36,120.00	36,120.00	3,010.00	3,010.00	0.00	33,110.00	8.3%
510 52300		HEALTH INSUR					
	22,624.00	22,624.00	2,017.02	2,017.02	0.00	20,606.98	8.9%
510 52301		LIFE INSUR					
	603.00	603.00	51.38	51.38	0.00	551.62	8.5%
510 52400		WORKERS' COMP					
	3,874.00	3,874.00	322.83	322.83	0.00	3,551.17	8.3%
510 53200		AUDITING					
	2,265.00	2,265.00	188.75	188.75	0.00	2,076.25	8.3%
510 53400		CONTRACTUAL					
	23,524.00	23,524.00	11,201.76	11,201.76	0.00	12,322.24	47.6%
510 54000		TRAINING/TRAVEL					
	3,450.00	3,450.00	0.00	0.00	0.00	3,450.00	.0%
510 54100		COMM - PHONE/FAX/ALARM					
	316.00	316.00	0.00	0.00	0.00	316.00	.0%
510 54101		COMMUNICATIONS-CELLULAR					
	1,730.00	1,730.00	54.50	54.50	0.00	1,675.50	3.2%
510 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	248.08	248.08	0.00	1,386.92	15.2%
510 54200		POSTAGE					
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
510 54300		UTILITIES ELECTRIC					
	3,600.00	3,600.00	377.53	377.53	0.00	3,222.47	10.5%
510 54310		UTILITIES-WATER & WASTEWATER					
	2,000.00	2,000.00	160.73	160.73	0.00	1,839.27	8.0%
510 54500		INSURANCE					
	19,309.00	19,309.00	1,609.08	1,609.08	0.00	17,699.92	8.3%
510 54610		R/M BLDG & GROUNDS					
	5,500.00	5,500.00	312.97	312.97	0.00	5,187.03	5.7%
510 54620		R/M EQUIPMENT					
	8,750.00	8,750.00	27.95	27.95	0.00	8,722.05	.3%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54630		R/M VEHICLES-LABOR					
	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	.0%
510 54640		R/M VEHICLES-PARTS					
	3,000.00	3,000.00	77.32	77.32	0.00	2,922.68	2.6%
510 55100		OFFICE SUPPLIES					
	1,000.00	1,000.00	31.99	31.99	0.00	968.01	3.2%
510 55200		OPERATING SUPPLIES					
	11,235.00	11,235.00	550.01	550.01	0.00	10,684.99	4.9%
510 55210		UNIFORMS					
	575.00	575.00	598.91	598.91	0.00	-23.91	104.2%
510 55230		GAS/OIL					
	4,000.00	4,000.00	310.69	310.69	0.00	3,689.31	7.8%
510 55240		CHEMICALS					
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
510 56400		MACH/EQUIP					
	32,000.00	32,000.00	0.00	0.00	26,075.00	5,925.00	81.5%
510 58600		GAS/OIL COSTS					
	306,000.00	306,000.00	30,653.71	30,653.71	0.00	275,346.29	10.0%
510 58700		VEHICLE PARTS/SRVS COSTS					
	307,750.00	307,750.00	25,958.94	25,958.94	0.00	281,791.06	8.4%
510 59100		TRANSFER TO GENERAL FUND					
	15,000.00	15,000.00	1,250.00	1,250.00	0.00	13,750.00	8.3%
510 59990		RESERVE					
	47,543.00	47,543.00	0.00	0.00	0.00	47,543.00	.0%
TOTAL FLEET							
	1,029,450.00	1,029,450.00	87,685.27	87,685.27	26,075.00	915,689.73	11.1%
TOTAL EXPENSES							
	1,029,450.00	1,029,450.00	87,685.27	87,685.27	26,075.00	915,689.73	
GRAND TOTAL							
	1,029,450.00	1,029,450.00	87,685.27	87,685.27	26,075.00	915,689.73	11.1%

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Revenues	(\$105,557.81)
Expenses	87,685.27
Net (Rev)Exp	(17,872.54)

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

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FOR 2019 01

	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	-3,561.80	-3,561.80	0.00	-28,438.20	11.1%
520 36990		OTHER REVENUE					
	0.00	0.00	-491.15	-491.15	0.00	491.15	100.0%
520 38910		CASH BALANCE FORWARD					
	-1,630.00	-1,630.00	0.00	0.00	0.00	-1,630.00	.0%
TOTAL UTILITY BILLING	-33,630.00	-33,630.00	-4,052.95	-4,052.95	0.00	-29,577.05	12.1%
TOTAL REVENUES	-33,630.00	-33,630.00	-4,052.95	-4,052.95	0.00	-29,577.05	
5204200 AIRPORT							
5204200 38052		CHARGES FOR UB SERVICES					
	-7,300.00	-7,300.00	-608.33	-608.33	0.00	-6,691.67	8.3%
TOTAL AIRPORT	-7,300.00	-7,300.00	-608.33	-608.33	0.00	-6,691.67	8.3%
TOTAL REVENUES	-7,300.00	-7,300.00	-608.33	-608.33	0.00	-6,691.67	
5204400 SANITATION							
5204400 38052		CHARGES FOR UB SERVICES					
	-92,000.00	-92,000.00	-7,666.67	-7,666.67	0.00	-84,333.33	8.3%
TOTAL SANITATION	-92,000.00	-92,000.00	-7,666.67	-7,666.67	0.00	-84,333.33	8.3%
TOTAL REVENUES	-92,000.00	-92,000.00	-7,666.67	-7,666.67	0.00	-84,333.33	
5204500 WASTE WATER							
5204500 38052		CHARGES FOR UB SERVICES					
	-175,000.00	-175,000.00	-14,583.33	-14,583.33	0.00	-160,416.67	8.3%

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

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FOR 2019 01

5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER	-175,000.00	-175,000.00	-14,583.33	-14,583.33	0.00	-160,416.67	8.3%
TOTAL REVENUES	-175,000.00	-175,000.00	-14,583.33	-14,583.33	0.00	-160,416.67	
5204600 WATER							
5204600 38052 CHARGES FOR UB SERVICES	-175,000.00	-175,000.00	-14,583.33	-14,583.33	0.00	-160,416.67	8.3%
TOTAL WATER	-175,000.00	-175,000.00	-14,583.33	-14,583.33	0.00	-160,416.67	8.3%
TOTAL REVENUES	-175,000.00	-175,000.00	-14,583.33	-14,583.33	0.00	-160,416.67	
5204700 STORMWATER							
5204700 38052 CHARGES FOR UB SERVICES	-35,000.00	-35,000.00	-2,916.67	-2,916.67	0.00	-32,083.33	8.3%
TOTAL STORMWATER	-35,000.00	-35,000.00	-2,916.67	-2,916.67	0.00	-32,083.33	8.3%
TOTAL REVENUES	-35,000.00	-35,000.00	-2,916.67	-2,916.67	0.00	-32,083.33	
GRAND TOTAL	-517,930.00	-517,930.00	-44,411.28	-44,411.28	0.00	-473,518.72	8.6%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 51200		SALARIES					
	204,665.00	204,665.00	10,275.67	10,275.67	0.00	194,389.33	5.0%
520 51400		OVERTIME					
	3,000.00	3,000.00	71.16	71.16	0.00	2,928.84	2.4%
520 52100		FICA					
	15,886.00	15,886.00	747.21	747.21	0.00	15,138.79	4.7%
520 52200		RETIREMENT					
	62,733.00	62,733.00	5,227.75	5,227.75	0.00	57,505.25	8.3%
520 52300		HEALTH INSUR					
	45,489.00	45,489.00	2,982.23	2,982.23	0.00	42,506.77	6.6%
520 52301		LIFE INSUR					
	1,042.00	1,042.00	64.93	64.93	0.00	977.07	6.2%
520 52400		WORKERS' COMP					
	373.00	373.00	31.08	31.08	0.00	341.92	8.3%
520 53400		CONTRACTUAL					
	34,686.00	34,686.00	19,464.87	19,464.87	0.00	15,221.13	56.1%
520 54000		TRAINING/TRAVEL					
	3,290.00	3,290.00	76.52	76.52	0.00	3,213.48	2.3%
520 54100		COMM - PHONE/FAX/ALARM					
	882.00	882.00	0.00	0.00	0.00	882.00	.0%
520 54103		COMMUNICATIONS-INTERNET					
	1,635.00	1,635.00	248.08	248.08	0.00	1,386.92	15.2%
520 54200		POSTAGE					
	40,000.00	40,000.00	7,998.00	7,998.00	0.00	32,002.00	20.0%
520 54300		UTILITIES ELECTRIC					
	3,500.00	3,500.00	270.23	270.23	0.00	3,229.77	7.7%
520 54310		UTILITIES-WATER & WASTEWATER					
	1,100.00	1,100.00	65.28	65.28	0.00	1,034.72	5.9%
520 54610		R/M BLDG & GROUNDS					
	1,500.00	1,500.00	71.09	71.09	0.00	1,428.91	4.7%
520 54620		R/M EQUIPMENT					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700		PRINTING					
	6,350.00	6,350.00	0.00	0.00	0.00	6,350.00	.0%
520 54902		BAD DEBT EXPENSE					
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
520 55100		OFFICE SUPPLIES					
	3,250.00	3,250.00	36.49	36.49	0.00	3,213.51	1.1%
520 55200		OPERATING SUPPLIES					
	54,760.00	54,760.00	4,424.09	4,424.09	0.00	50,335.91	8.1%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55210		UNIFORMS					
	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 55220		JANITORIAL SUPPLIES					
	650.00	650.00	11.74	11.74	0.00	638.26	1.8%
520 56400		MACH/EQUIP					
	0.00	0.00	0.00	0.00	4,150.00	-4,150.00	100.0%
520 59300		TRANSFER TO CAP IMP					
	10,700.00	10,700.00	891.67	891.67	0.00	9,808.33	8.3%
520 59990		RESERVE					
	19,539.00	19,539.00	0.00	0.00	0.00	19,539.00	.0%
TOTAL UTILITY BILLING							
	517,930.00	517,930.00	52,958.09	52,958.09	4,150.00	460,821.91	11.0%
TOTAL EXPENSES							
	517,930.00	517,930.00	52,958.09	52,958.09	4,150.00	460,821.91	
GRAND TOTAL							
	517,930.00	517,930.00	52,958.09	52,958.09	4,150.00	460,821.91	11.0%

** END OF REPORT - Generated by Susan Carless **

Revenues	(\$ 44,411.28)
Expenses	<u>52,958.09</u>
Net (Rev)Exp	8,546.81

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

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FOR 2019 01

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN						
530 38910	CASH BALANCE FORWARD					
-15,840.00	-15,840.00	0.00	0.00	0.00	-15,840.00	.0%
TOTAL UTILITY ADMIN						
-15,840.00	-15,840.00	0.00	0.00	0.00	-15,840.00	.0%
TOTAL REVENUES						
-15,840.00	-15,840.00	0.00	0.00	0.00	-15,840.00	
5304500 WASTE WATER						
5304500 38054	CHARGES FOR UTIL ADM					
-193,000.00	-193,000.00	-16,083.33	-16,083.33	0.00	-176,916.67	8.3%
TOTAL WASTE WATER						
-193,000.00	-193,000.00	-16,083.33	-16,083.33	0.00	-176,916.67	8.3%
TOTAL REVENUES						
-193,000.00	-193,000.00	-16,083.33	-16,083.33	0.00	-176,916.67	
5304600 WATER						
5304600 38054	CHARGES FOR UTIL ADM					
-193,000.00	-193,000.00	-16,083.33	-16,083.33	0.00	-176,916.67	8.3%
TOTAL WATER						
-193,000.00	-193,000.00	-16,083.33	-16,083.33	0.00	-176,916.67	8.3%
TOTAL REVENUES						
-193,000.00	-193,000.00	-16,083.33	-16,083.33	0.00	-176,916.67	
GRAND TOTAL						
-401,840.00	-401,840.00	-32,166.66	-32,166.66	0.00	-369,673.34	8.0%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 51200		SALARIES					
	208,983.00	208,983.00	11,609.64	11,609.64	0.00	197,373.36	5.6%
530 51400		OVERTIME					
	2,500.00	2,500.00	274.73	274.73	0.00	2,225.27	11.0%
530 52100		FICA					
	16,178.00	16,178.00	825.92	825.92	0.00	15,352.08	5.1%
530 52200		RETIREMENT					
	64,785.00	64,785.00	5,398.75	5,398.75	0.00	59,386.25	8.3%
530 52300		HEALTH INSUR					
	40,478.00	40,478.00	3,744.11	3,744.11	0.00	36,733.89	9.2%
530 52301		LIFE INSUR					
	1,074.00	1,074.00	89.01	89.01	0.00	984.99	8.3%
530 52400		WORKERS' COMP					
	5,470.00	5,470.00	455.83	455.83	0.00	5,014.17	8.3%
530 53400		CONTRACTUAL					
	6,655.00	6,655.00	436.86	436.86	0.00	6,218.14	6.6%
530 54000		TRAINING/TRAVEL					
	5,250.00	5,250.00	270.00	270.00	0.00	4,980.00	5.1%
530 54100		COMM - PHONE/FAX/ALARM					
	778.00	778.00	0.00	0.00	0.00	778.00	.0%
530 54101		COMMUNICATIONS-CELLULAR					
	1,640.00	1,640.00	134.44	134.44	0.00	1,505.56	8.2%
530 54103		COMMUNICATIONS-INTERNET					
	1,662.00	1,662.00	250.34	250.34	0.00	1,411.66	15.1%
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	270.23	270.23	0.00	2,729.77	9.0%
530 54310		UTILITIES-WATER & WASTEWATER					
	800.00	800.00	65.27	65.27	0.00	734.73	8.2%
530 54610		R/M BLDG & GROUNDS					
	12,500.00	12,500.00	0.00	0.00	0.00	12,500.00	.0%
530 54620		R/M EQUIPMENT					
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
530 55100		OFFICE SUPPLIES					
	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
530 55200		OPERATING SUPPLIES					
	8,165.00	8,165.00	473.40	473.40	0.00	7,691.60	5.8%
530 55210		UNIFORMS					
	800.00	800.00	206.98	206.98	0.00	593.02	25.9%

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

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55220		JANITORIAL SUPPLIES					
	6,000.00	6,000.00	11.75	11.75	0.00	5,988.25	.2%
530 55400		BOOKS/SUBS/DUES					
	2,100.00	2,100.00	0.00	0.00	0.00	2,100.00	.0%
530 56401		EQUIP-NON CAPITAL					
	2,035.00	2,035.00	0.00	0.00	0.00	2,035.00	.0%
530 59990		RESERVE					
	2,987.00	2,987.00	0.00	0.00	0.00	2,987.00	.0%
TOTAL UTILITY ADMIN	401,840.00	401,840.00	24,517.26	24,517.26	0.00	377,322.74	6.1%
TOTAL EXPENSES	401,840.00	401,840.00	24,517.26	24,517.26	0.00	377,322.74	
GRAND TOTAL	401,840.00	401,840.00	24,517.26	24,517.26	0.00	377,322.74	6.1%

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Revenues	(\$ 32,166.66)
Expenses	24,517.26
Net (Rev)Exp	(7,649.40)

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	April 17, 2018
City Commission Workshop	April 24, 2018
City Commission Regular Meeting	May 15, 2018
City Commission Regular Meeting	June 5, 2018
City Commission Regular Meeting	June 19, 2018
City Commission Workshop	June 19, 2018

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 11/06/2018

Dale Martin, City Manager 11/08/2018



Date: October 29, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, April 17, 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 Baptist Medical Center Senior Chaplin Reverend James Tippins.

4.1 PRESENTATION - LEGISLATIVE PRIORITIES FUNDING: Florida State Senator Aaron Bean and Florida House Representative Cord Byrd presented a check to the City in the amount of \$450,000 for funding Legislative Priorities.

4.2 PROCLAMATION - UNITED STATES NAVY AND UNITED STATES ARMY CORPS OF ENGINEERS: Mayor Miller read the Proclamation in full recognizing the United States Navy and United States Army Corps of Engineers for their continued and combined outstanding beach renourishment efforts to Nassau County's shoreline. Navy Rear Admiral Bette Bolivar, US Army Major Edward Jarett, Public Affairs Specialist Amanda D. Parker, Contract Specialist Beau Corbett and one other Corps representative were present to accept the Proclamation. Rear Admiral Bolivar thanked the Commission and expressed appreciation noting that partnerships and teamwork are the keys to success.

4.3 PROCLAMATION - NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND AMELIA ISLAND TOURIST DEVELOPMENT COUNCIL: Mayor Miller read the Proclamation in full recognizing the Nassau County Board of County Commissioners and Amelia Island Tourist Development Council for their partnership and funding participation in the Nassau County Shore Protection Project. Nassau County Board of County Commissioners Danny Leeper and George Spicer along with Managing Director of the Amelia Island Tourist Development Council Gil Langley were present to accept the Proclamation.

4.4 PROCLAMATION - "ARBOR DAY": Mayor Miller read the Proclamation in full recognizing April 27, 2018, as, "Arbor Day." Rotary Club of Amelia Island Sunrise President Ron Heymann and members were present to accept the Proclamation stating that one tree has been planted for every national Rotary member.

4.5 PROCLAMATION - "WATER CONSERVATION MONTH": Mayor Miller read the Proclamation in full recognizing April as "Water Conservation Month". Utilities Department Director John Mandrick, Water Department Manager Bill Pittman and St. Johns River Water Management District (SJRWMD) Intergovernmental Coordinator Geoffrey Samples were in attendance to accept the Proclamation.

4.6 BUDGET SUMMARY: Finance Comptroller Patti Clifford was available to answer any questions regarding the budget summary for March 2018. Commissioner Ross suggested adding losses to the financial report to inform citizens as to whether the City is making or losing money and asked why handwritten notes appear on the Munis accounting report. Comptroller Clifford explained the report is based on a governmental fund basis accounting practices, adding handwritten explanations in the margins are due to time and staffing constraints which preclude devising a complex, specific to the City budget report using the Munis software.

CHANGES TO THE AGENDA: Mayor Miller announced agenda items 8.1, 8.2, 8.4 and 8.5 are being removed from consideration at the request of the applicants. These items will be placed on the May 15, 2018 City Commission Regular Meeting agenda for consideration. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to postpone agenda items 8.1, 8.2, 8.4 and 8.5 to the May 15th City Commission Regular Meeting. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

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

FERNANDINA BEACH MUNICIPAL GOLF COURSE: Mr. Harold (Harry) Kegler, 212 S. 5th Street, Chairman of the Fernandina Beach Golf Club Advisory Board, invited the Commissioners to visit the Fernandina Beach Municipal Golf course to learn what a great facility the City owns. City Manager Martin acknowledged the course as a City “jewel” and noted the Billy Casper Awards recognized the course as the “Most Improved” and nominated City Golf Course Manager Steve Murphy for “General Manager of the Year”.

HOUSE BILL 631: Mr. Mac Morriss, 821 Parkview Place East, as a board member of the Citizens for the Preservation of Public Beaches requested the City Commission work proactively to protect the sovereign rights of citizens when wording the statute that must be written by July 1, 2018 in reference to the requirements of House Bill 631 specific to page 18.

City Attorney Bach verified the City will do an ordinance however the house bill is poorly written with the July date is unattainable due to advertising time constraints. The current cautionary plan is to establish customary use for the entire City beach front. Law enforcement is aware should there be interaction with private beach property owners and public beach goers. A notice of intent will be filed June 1, 2018. This is a civil matter that will be taken care of in court regarding the City public beach.

MARINA: Mrs. Jo-an Bean, 141 N. 15th Street, requested a Marina update. City Manager Martin responded the Section 408 permit application was recently submitted with the support of the Port Authority which will allow the Marina to be rebuilt within the limits of the Army Corps of Engineers. The City is expecting 75% reimbursement from Federal Emergency Management Association (FEMA) and 12% from the state of Florida. The City plans to spend the money necessary, possibly by taking out a line of credit, and wait for reimbursement.

6.1 RESOLUTION 2018-52 APPROVING THE USE OF THE CITY SEAL IN ACCORDANCE WITH ORDINANCE 2011-06 WITHIN AN ARTICLE ABOUT THE NEW AIRPORT TERMINAL FACILITY IN THE JUNE/JULY ISSUE OF THE AIRPORT IMPROVEMENT MAGAZINE: According to the agenda support documents Resolution 2018-52 approves the use of the City seal by Airport Improvement magazine within its upcoming article regarding the Airport’s new terminal facility to be published in the June/July issue of the magazine. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-52. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2018-53 APPROVING THE SOLE SOURCE PURCHASE OF WATER METERS WITH RELATED HOUSING AND COMPUTER SOFTWARE FROM SENSUS USA, INC. FOR THE UTILITIES DEPARTMENT: According to the agenda support documents Resolution 2018-53 approves the sole source purchase of water meters in the amount of \$95,890 from

Sensus USA, Inc. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-53. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** Vice Mayor Kreger requested that additional documentation be included in sole source purchase approvals to justify sole source status.

7.2 RESOLUTION 2018-54 APPROVING WORK ORDER 18-83 WITH PASSERO ASSOCIATES, LLC TO PROVIDE DESIGN, BID, AND CONSTRUCTION ADMINISTRATION SERVICES AT THE FERNANDINA BEACH MUNICIPAL AIRPORT FOR REPLACEMENT OF THE AIRPORT'S AUTOMATED WEATHER SYSTEM (AWOS): According to the agenda support documents Resolution 2018-54 approves Work Order 18-83 with Passero Associates, LLC, in the not-to-exceed amount of \$30,000, to provide design, bid, and construction administration assistance associated with replacement of the Airport's automated weather system (AWOS). Airport Manager Nathan Coyle gave a presentation to explain the purpose of the automated weather system.

Mr. Chuck Colcord, 2139 Captain Kidd Drive, chairperson of the Airport Advisory Commission (AAC) stated the AAC approves the AWAS as a vital safety aspect for running the airport. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-54. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2018-55 APPROVING AN AMENDMENT TO THE AIRPORT BUDGET FOR FISCAL YEAR 2017/2018; APPROVING AN AMENDMENT TO THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN: According to the agenda support documents Resolution 2018-55 approves a budget transfer to increase FAA Grant revenue, in the amount of \$135,000 and amends the Airport Five-Year Capital Improvement Plan to add the Airport's Automated Weather System (AWOS) project to the current fiscal year at an estimated total project cost of \$165,000. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-55. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2018-56 AUTHORIZING MAINTENANCE RENEWALS FOR THE TYLER TECHNOLOGIES ENTERPRISE RESOURCE PLANNING SOLUTION (ERP) SOFTWARE: According to the agenda support documents Resolution 2018-56 authorizes annual expenditures in excess of \$20,000 for maintenance of the Tyler Technologies modules as long as the Tyler software is utilized. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-56. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 Legislative - FIRST READING OF ORDINANCE 2018-05 CHANGING THE CITY'S FUTURE LAND USE MAP FROM INDUSTRIAL (IND) AND MEDIUM DENSITY RESIDENTIAL (MDR) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF MIXED USE (MU) FOR PROPERTY TOTALING APPROXIMATELY 2.15 ACRES OF LAND LOCATED ON S. 3RD STREET AND GUM STREET: According to the agenda support documents Ordinance 2018-05 assigns a Future Land Use Map Category of Mixed Use (MU) to approximately 2.15 acres located on S. 3rd Street and Gum Street. **Postponed to the May 15, 2018 City Commission Regular Meeting.**

8.2 Quasi-Judicial – FIRST READING OF ORDINANCE 2018-06 CHANGING THE CITY'S ZONING MAP FROM INDUSTRIAL (I-1) AND MEDIUM DENSITY RESIDENTIAL (R-2) TO ASSIGN A ZONING MAP CATEGORY OF MIXED USE (MU-1) FOR PROPERTY TOTALING

APPROXIMATELY 2.15 ACRES OF LAND LOCATED ON S. 3RD STREET AND GUM STREET: According to the agenda support documents Ordinance 2018-06 assigns a Zoning Map Category of Mixed Use (MU) to approximately 2.15 acres located on S. 3rd Street and Gum Street. **Postponed to the May 15, 2018 City Commission Regular Meeting.**

8.3 Quasi-judicial – FIRST READING OF ORDINANCE 2018-07 AMENDING THE AMELIA PARK PLANNED UNIT DEVELOPMENT OVERLAY: According to the agenda support documents Ordinance 2018-07 approves a Planned Unit Development (PUD) amendment to assign transect types within the Amelia Park neighborhood for approximately 4.42 acres located on Lake Park Drive. City Attorney Bach read Ordinance 2018-07 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE AMELIA PARK PLANNED UNIT DEVELOPMENT OVERLAY DESIGNATING A PARCEL OF LAND TOTALING 4.42 ACRES LOCATED ON LAKE PARK DRIVE UNDER THE T1, T3, T4, AND CONSERVATION TRANSECTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” City Attorney Bach explained the quasi-judicial process and asked any effected parties to please stand and take the oath. City Attorney Bach noted parties are permitted to cross exam witnesses and also an appeal of the City Commission decision can be filed within thirty days to the Circuit Court. Ms. Gibson gave a brief presentation and update including staff approval.

City Clerk Best administered the oath at this time.

Community Development Department Planning Manager Kelly Gibson explained this is a PUD overlay amendment for the Amelia Park neighborhood being considered. This is a neighborhood that was originally established through a process applying the PUD overlay in the 1990’s and has had subsequent amendments tied to them over time as the development conditions have changed. You have also witnessed as a City and Commission several platting changes have occurred as this community has built out. At the present time the resulting thirty-four dwelling units remain under the originally established 387 dwelling units. The applicant is the current owner of the YMCA located on the eastern edge of the neighborhood. They are looking to convey the property over for use as a single family home subdivision consistent with the transects and standards established in the ordinance and consistent with the design parameters tied to Amelia Park. The resulting request is a development that would have a total of sixteen additional dwelling units that would utilize some of that remaining thirty-four dwelling units. Staff has analyzed the applicants request for consistency with the Land Development Code (LDC) and Comprehensive Plan as well as consistency with the transects and layout for the Amelie Park subdivision and find it to be consistent with those standards. The Planning Advisory Board (PAB) has also issued a recommendation of approval of the applicant’s request. Ms. Gibson stated she understands that at the March 14, 2018 PAB meeting the applicant had a couple of changes they will present at this meeting tied to the site plan and narrative description of the PUD amendment.

Commissioner Ross asked Ms. Gibson a series of questions related to the 1992 formation of the Amelia Park neighborhood PUD specific to the park space.

Mr. Joel Embry, 1121 Monticello Road, Jacksonville, Florida, Amelia Park developer, noted the evolution of Amelia Park beginning in 1992, encompasses numerous changes based upon market demand, including changing the use of recreational land to residential. The property in question was intended to be recreational; however the needs of the community do not support this recreational area remaining as such.

Mr. John Daroff, CEO of the MacArthur Family YMCA, 915 Citrona Drive, explained selling the recreational property represents an economic opportunity to expand the YMCA to make a better YMCA for the community.

Commissioner Ross noted ex-parte communications with Mr. Embry and the developers and noted the execution of the Amelia Park neighborhood is very complimentary to the island. However, the original plan committed to open space and recreational space and currently this is not the plan. Commissioner Ross is not in favor of the change and takes offense to the reference of vacating the homeless in favor of expensive housing and development.

Mr. Michael Antonopoulos, 228 Covered Bridge Road, Ponte Vedra, Florida, clarified a vegetative buffer will be installed to address noise concerns and infill for the field that would officially amend the plan. The plan has 34% open space and the recreational fields are owned by the YMCA which is private party. Vice Mayor Kreger understands the recreational fields are on private land however he takes issue with the developer's belief that there are enough City parks. Mr. Embry clarified City programs satisfy the community demands as evidenced by the lack of youth participation at the YMCA.

Ms. Teresa Prince, Esquire, of Tomassetti and Prince, 406 Ash Street, on behalf of the Amelia Park Homeowners Association (HOA), and as their legal representative, is in full support of the PUD amendment. Although there are some residents who may not be in favor, the HOA fully respects those differences. If the plan is approved, a signed, extensive ten page agreement will be in immediate effect regarding berms, buffers, noise, parking, traffic patterns and possible future ownership change. It will require the property to become part of the Amelia Park HOA and all the governance thereunder. There are concerns with the correctness of the agenda packet and a request was made to correct and update for the final reading: the Ordinance and "whereas" clauses and "Exhibit A" inaccurately lists governance as T1 and conservation transects. Also there are inconsistencies in the cover sheet including the erroneous statement of the PAB issuing a unanimous recommendation on October 11, 2017 and the erroneous Ordinance first reading approval by the City Commission meeting on November 8, 2017. City staff is also requested that the written description that modifies T3 and T4 be included to clarify what governs the property. Ms. Gibson explained the inclusion of conservation transects and buffer plans. Ms. Prince responded based on that statement the request is for City Attorney Bach to only delete the T1 reference and retain the conservation transects.

Dr. Thomas Washburn, 1609 Lake Park Drive, showed an original map of the Amelia Park neighborhood depicting designated green space. Dr. Washburn stated he and his wife were assured fourteen years ago when they purchased their home that the green space would never change. If the homeless populating the area is an issue, it will be dealt with in a compassionate way.

Mr. Robert Buckley, 1525 Lake Park Drive, is neither for or against however prefers open space. Congratulations to the developers in the preparation of their plans however it is troubling that the YMCA is not willing to neither be in communication with the neighborhood association nor be a partner thus leaving the property vulnerable to development. It is preferable that the YMCA be in agreement to preserve the land as open space. Ms. Gibson clarified the buffer area on the map for Mr. Buckley.

Mr. Robert Duffy, 1501 Lake Park Drive, lives across from the playground that is used by children from the area not necessarily just from Amelia Park. In previous testimony before the PAB it is

inexplicable to him how sixteen homes will fit on 4.4 acres behind a shopping center. It is the belief that there was not appropriate notice given to Amelia Park residents regarding this quasi-judicial hearing. There is also a concern that the developer will sell the property or change the PUD during construction. There is also a noise problem although it does not come from the property that is rarely used besides for dog walking.

Ms. Gibson stipulated any future development or change would require a written PUD amendment.

Commissioner Ross asked if the hearing was properly noticed. City Attorney Bach answered yes clarifying that quasi-judicial hearings do not require special notices and follow the same posting rules as ordinances. Mailed or posted notices on properties is not required.

Mayor Miller closed the public hearing at this time.

Commissioner Ross noted he is adamantly opposed to this ordinance due to the original promise of the developer to maintain open space. The loss of open space on the island to accommodate high end housing are not platforms that Commissioners run on and asked fellow Commissioners why they would vote to take away open space to develop houses. **A motion was made by Commissioner Smith to approve Ordinance 2018-07, motion failed due to lack of a second.** City Attorney Bach stated due to lack of passage, this Ordinance it will not move on to a second reading.

8.4 Legislative – FIRST READING OF ORDINANCE 2018- 08 CHANGING THE CITY’S FUTURE LAND USE MAP FROM INDUSTRIAL (IND) AND MEDIUM DENSITY RESIDENTIAL (MDR) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF MIXED USE (MU) FOR PROPERTY TOTALING APPROXIMATELY 0.23 ACRES OF LAND LOCATED ON S. 5TH STREET: According to the agenda support documents Ordinance 2018-08 assigns a Future Land Use Map Category of Mixed Use (MU) to approximately 0.23 acres located on S. 5th Street. **Postponed to the May 15, 2018 City Commission Regular Meeting.**

8.5 Quasi-Judicial – ZONING MAP AMENDMENT - S. 5TH STREET- ORDINANCE 2018-09 CHANGING THE CITY’S ZONING MAP FROM LIGHT INDUSTRIAL (I-1) AND MEDIUM DENSITY RESIDENTIAL (R-2) TO ASSIGN A ZONING MAP CATEGORY OF MIXED USE (MU-1) FOR A PROPERTY TOTALING APPROXIMATELY 0.23 ACRES OF LAND LOCATED ON S. 5TH STREET: According to the agenda support documents Ordinance 2018-09 assigns a Zoning Category of Mixed Use (MU-1) Zoning to approximately 0.23 acres located on S. 5th Street. **Postponed to the May 15, 2018 City Commission Regular Meeting.**

9.1 THIRD READING OF ORDINANCE 2018-02: According to the agenda support documents Ordinance 2018-02 reduces the "on-beach" parking area at Sadler Road access to 300 feet. City Attorney Bach read Ordinance 2018-02 by title only, which was as follows: “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 90-33 PERSONAL WATERCRAFT REGULATIONS; CREATING SECTION 90-34 BEACH CLOSURES AND RESTRICTIONS; CREATING SECTION 90-35 SWIMMING REGULATIONS; CREATING SECTION 90-36 FLOTATION DEVICES; CREATING SECTION 90-37 SAFETY DEVICES; CREATING SECTION 90-38 SAILBOATS AND SAILBOARDS; CREATING SECTION 90-39 LAUNCHING PERSONAL WATERCRAFT AND BOATS FROM BEACHES; CREATING SECTION 90-40 PROHIBITING OPEN FIRES; AMENDING SECTION 90-45 REQUIRING DOGS BE UNDER CONTROL; AMENDING SECTION 90-46 RESTRICTING FISHING NEAR LIFEGUARD TOWERS; AMENDING SECTION 90-47 PROHIBITING PARKING NEAR LIFEGUARD TOWERS; AMENDING SECTION 90-48 BY MODIFYING

THE DESIGNATED PARKING AREA FOR VEHICLES ON THE BEACH AT THE SADLER ROAD ACCESS BY ADJUSTING THE NORTH AND SOUTH BOUNDARIES TO INCLUDE 600 FEET OF PARKING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” City Attorney Bach clarified that for consistency the ordinance language will be amended to replace “lifeguard” with “ocean rescue personnel”. City Attorney Bach further clarified these changes will not require an additional advertisement in the newspaper.

Commissioner Chapman suggested Ordinance 2018-02 be amended to remove the provision that rafts and floats be required to have safety ropes. This requirement places an undue burden on local shops and beachgoers as historically ropes on rafts have not been required and most do not have them.

Commissioner Smith broached the subject of parking on the beach at night that incites unlawful activity, safety and turtle preservation concerns and suggested no parking after sunset. Vice Mayor Kreger concurred and suggested enforcement be year round.

Mrs. Donna Freund, 95018 Bellflower Way, stated as a disabled person, she moved to here because of beach accessibility and implored the Commissioners to retain beach driving as it helps her maintain her independence. Also, as a victim of an incident involving unleashed dogs that was confrontational and frightening, Mrs. Freund implored the Commissioners to enforce leash laws.

Mr. Paul Lore, 2794 Long Boat Drive, is concerned about the language of the ordinance. As a supporter of the beach access groups, and is advocating on behalf of surfers and body boarders and believes they should be permitted to go beyond the restricted recreational water area of 300 feet although he is mindful and respectful of safety concerns as a surfer who wears swim fins. City Attorney Bach clarified the distance is 300 feet for recreational swimmers and 600 feet for those using devices.

Mr. Leslie Rohde, 645 King George Lane, questioned the 1500 feet reference for areas to launch sailboats, it appears it bans sailboards, stand up paddleboards, kayaks, etc. City Attorney Bach remarked Ocean Rescue staff did extensive research prior to drafting the Ordinance. The most important safety concern is having motor powered watercraft launched from the beach near swimmers. Per Florida state law a personal vessel is less than 16ft in length that uses in an inboard motor i.e. a jet ski aka wave runner.

Mr. Eric Hatten, 95612 Arbor Lane, asked for clarification of the mean high tide line, the reduction in beach parking at Sadler Road and who maintains beach access parking. Mr. Hatten advocates for keeping parking at 600 feet.

Mr. Lowell Hall, 95036 Rainbow Acres Road, thanked the Commissioners and City staff for their dedication to ensuring beaches remain accessible to all citizens. As President of the Citizens for the Preservation of Public Beaches it is requested that the Commission unanimously approve Ordinance 2018-02 as written with minor modifications. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Ordinance 2018-02 with the following changes: the term lifeguard will be changed to ocean rescue personnel and the definition for personal watercraft will be amended. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10. CITY COMMISSION DISCUSSION/DIRECTION

10.1 CITY COMMISSIONER ACTIVITIES: This item is placed on the agenda at the request of Commissioner Ross. Commissioner Ross chose to forego discussion given the late hour and next week's workshop.

10.2 UNITED STATES ARMY CORPS OF ENGINEERS SECTION 408 PERMIT OR ALTERNATE PLAN FOR MARINA ATTENUATOR: This item is placed on the agenda at the request of Vice Mayor Kreger and Commissioner Ross.

Vice Mayor Kreger expressed confidence that a permit will be issued however as an alternative plan the suggestion is to move the attenuator and adjust the south basin – and requesting City Manager confirm funding with FEMA. Commissioner Ross showed a slide titled “Plan B” to discuss options if the US Army Corps of Engineers permit is not approved. Commissioner Ross believes the permit will be approved and paying for an engineer to begin work is an unnecessary expense. City Manager Martin estimated an engineer would cost more than \$35,000. Commissioner Ross relayed that in discussions with City Marina Manager Joe Springer a denied permit would result in a “severely compromised” marina.

CITY MANAGER REPORTS:

CONSULTANTS: The evaluation committee met regarding the pavement management consultant and will be forthcoming to the commission for authorization. A scope of work description is imminent for the Parks and Recreation Department organizational consultant.

ELECTRIC: City Manager Martin reported a recent meeting with Florida Public Utility (FPU) regarding the soon to be installed electric car charging station(s) definitely one and possibly two that are being handled by the Northeast Florida Transportation Planning organization.

MEETING: City Manager Martin and City Fire Chief Ty Silcox will attend the Northeast Florida League of Cities (NEFLC) dinner meeting in Keystone Heights, Florida on April 19th.

WORKSHOP: City Manager Martin reminded of the upcoming City Commission Workshop on Tuesday, April 24th at 4pm in City Hall Chambers.

BUDGET: City Manager Martin also reminded that the budget kickoff meeting is Wednesday April 25th.

MARINA: City Manager Martin expressed intentions for Friday April 20th to publicly advertise for qualifications for design/build plans for the southern attenuator at the marina; the deadline to submit is May 11. Mr. Rob Semmes of Applied Technology Management (ATM) will oversee the submissions, those qualified will be contacted on May 25th with an invitation to bid by June 22, Mr. Semmes will then make a recommendation to the Commission on June 29th and voting will commence at the City Commission Regular Meeting on Tuesday July 17th.

SEAWALL: City Manager Martin reported contacting six preapproved engineering firms to discuss details, per the Competitive Consultants Negotiating Act (CCNA) quotes are allowed up to \$20,000, \$20-35,000 price needs formal proposals and over \$35,000 would be a detailed request for qualifications. To date there is one possible firm coming in at under \$20,000.

PILINGS: City Manager Martin reported that although piling repairs are needed they are not immediate and will not be needed for several years as they are currently safe.

CITY ATTORNEY REPORTS: City Attorney Bach had no reports at this time.

CITY CLERK REPORTS:

ELECTION: City Clerk Best congratulated Commissioner Roy G. Smith on his official announcement as a candidate in the 2018 General Election.

MAYOR/COMMISSIONER COMMENTS:

VOLUNTEER LUNCHEON: Vice Mayor Kreger reminded all of the annual Nassau County Volunteer Center Elsie Harper Awards Luncheon this Thursday April 19th Noon-1:30pm at the Atlantic Avenue Recreation Center.

WELL WISHES: Commissioner Smith conveyed well wishes to Planning Advisory Board member Mr. Lynn Williams who was recently hospitalized and due to be released soon.

TRASH: Commissioner Ross suggested reviewing recycling and ways to make it more cost effective.

COMMENDATION: Commissioner Ross commended the Planning Advisory Board on their recommendation for an archaeological ordinance.

DEVELOPMENT: Commissioner Ross suggested reviewing parking and setbacks that have not been addressed and will be affected by the rapid downtown development taking place.

WELL WISHES: Commissioner Ross and Mayor Miller both extended get well soon wishes to Mr. Lynn Williams.

GARBAGE CANS: Mayor Miller expressed disappointment in the glaring recurrence of some downtown trash cans continually occupying handicap parking spots and adjoining ADA areas. Mayor Miller requested City Manager Martins' permission when this occurs to call Maintenance to remove the offending trash cans immediately.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 9:48pm.

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, April 24, 2018 at 4:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Commissioners Roy G. Smith, Philip Chapman, and Chip Ross. Vice Mayor Kreger was not in attendance due to a previously scheduled family obligation. 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. DISCUSSION - CITY COMMISSION FY 2018/2019 GOALS: City Manager Martin began by distributing a list of discussion items compiled by Vice Mayor Kreger and Commissioners Ross and Chapman. Each line item was addressed as follows:

RAILROAD ENGINEERING STUDY: City Manager Martin recently communicated with Mr. Todd Riley of HDR who is working with the signal consultant regarding placement of the railroad arm. A conservative estimate is expected in the next few weeks.

SEAWALL: City Manager Martin contacted seven engineering firms on the preapproved list and received responses from three firms. One firm will forward a scope recently completed for the City of Jacksonville. City Manager Martin will compile a list of questions regarding scope and will share with Commissioners by the end of the week.

SOUTHERN ATTENUATOR PERMIT: City Manager Martin reported his recent communication with the Army Corps of Engineers confirmed the Section 408 permit is under review by the navigation and engineering section, a summary of comments will be forthcoming; once received they will be shared with Commissioners.

SOUTHERN ATTENUATOR AWARD DESIGN-BUILD CONTRACT: Applied Technology and Management (ATM) Vice President Mr. Rob Semmes has been contracted by the City to solicit interested design build firms and qualified firms will be invited to submit a hard number bid on May 25th on the design criteria package. Submissions are to be received on June 25th and then presented to the Commission by July 17th.

Commissioner Smith suggested waiting for the Army Corps of Engineers Section 408 permit to be issued prior to inviting bids. Commissioner Ross was assured by Congressman Rutherford that the permit would be issued in 6-8 weeks. Vice Mayor Kreger cautioned congressional speculation noting optimistically that his inside source at the Army Corps of Engineers shared that the process was “moving along nicely”

NORTHERN ATTENUATOR: The northern attenuator includes the fuel docks and gangway and needs to be permitted by the United States Army Corps of Engineers. It is approximately a \$1.5 million dollar commitment to move forward and a formal notification.

Commissioner Ross urged caution in moving forward with permitting prior to Corps of Engineers feasibility. City Manager Martin clarified technically there is no Section 408 permit but a process that must be navigated to receive the Section 10 permit. There is minimal cost to apply for the permit.

Commissioner Chapman suggested going out for project proposals. An option would be to consider a private or public partnership with the City and currently there is one interested party. Mayor Miller and Commissioner Ross agreed the party should step forward with an offer in writing.

FUEL DOCK REPAIRS: City Manager Martin stated the fuel dock repairs are currently in progress as related to the Section 408 permit.

STORM WATER MANAGEMENT PLAN: Vice Mayor Kreger stated there is \$500,000 for the A-5 area, \$800,000 reimbursement from the hurricane that Stormwater Manager Andre Desilet is working on putting out for bid in the next few weeks, as well as an updated stormwater management plan, identifying funding sources and working with the railroad.

APPRAISALS: City Manager Martin and City Attorney Bach are working on getting appraisal cost estimates by May 11th for the Simmons / O'Steen Property and other City properties.

ISLAND SEAFOOD BUILDING: Also known as the Vuturo property there are differing views on how to precede and further discussion is needed.

Vice Mayor Kreger deemed the building an embarrassing blight that needs to be addressed. Commissioner Ross cautioned that tearing a building down can create other problems. The opportunity to have a public or private partnership with a positive source of cash flow would be optimal use of the property. City Manager Martin acknowledged the City has received a permit from the state of Florida to demolish the building. Mayor Miller advocated demolition with the approved permit and suggested rebuilding. City Manager Martin explained the City was issued a NW 3 permit that allows five years to complete demolition followed by new construction.

BRETT'S WATERWAY CAFÉ BUILDING: City Manager Martin expressed frustration and disappointment with the current engineer who has not provided a report as promised and delivered on this date. A preliminary summary showed there is no imminent danger however significant work is necessary in the next 8-10 years. Commissioner Smith added immediate repair to the caps are needed, also it is very expensive to repair and reinforce cracks in the concrete. City Manager Martin agreed to work on cost estimates, confirming the current permit and recommend a course of action all within four months.

DOCKMASTER'S OFFICE: City Manager Martin stated the Dockmaster's office will be part of the design/build package when the attenuators are repaired.

ATLANTIC SEAFOOD BUILDING: City Manager Martin said the lease runs through 2025 and there is ongoing discussion about repurposing the property. City Manager Martin noted he will contact the property owner. Commissioner Ross stated it is his understanding the property owner will communicate repurposing ideas at a later date.

BOAT RAMP: City Manager Martin will work on obtaining an engineering report to determine the life expectancy of the boat ramp, replacement of the associated seawall south of the boat

ramp and identify a funding source. City Manager Martin added the boat ramp is open to the public however annual, monthly or daily permits are required for bonded and insured commercial charters to use the dock space or fishing cleaning station.

Commissioner Ross suggested in the next 4-6 months reviewing in chunks the boat ramp, the sea walls, Brett's, the O'Steen Simmons property and Island Seafood /Vuturo property.

ATTENUATOR REPAIRED: City Manager Martin stated the goal is to have the attenuator repaired in the next eight months. Commissioner Smith noted the goals are predicated on having had the railroad and seawalls studies come back and being able to build on those studies.

ISLAND SEAFOOD BUILDING: City Manager Martin noted discussions are under review.

TRAFFIC STUDY/PATTERNS: Vice Mayor Kreger outlined a reasonable traffic flow that would add parking spots. Commissioner Ross believes a traffic flow expert should be brought in to review the area and the railroad study.

Commissioner Chapman would like to see detailed information dispersed to the public to show what will change in respect to the six railroad crossing arms at the bottom of Centre Street; four for cars, two for pedestrians. Commissioner Ross concurred however the first step is to have a railroad study done to see what will be required and how much it will cost. Commissioner Chapman noted that the crossing on Centre Street is dangerous especially for wheelchairs and the disabled. Commissioner Smith and Mayor Miller mentioned different types of crossings in other Florida cities, including America with Disabilities Act (ADA) recognized crossings in Tampa Florida. Vice Mayor Kreger reminded all that the 2016 goal was to open Alachua Street, 2017 goal was to develop the waterfront. City Manager Martin noted the ending of this fiscal year and cautioned in regard to the budget and spending due to the contingency fund being used for the mandatory school officers. Decisions on increasing the budget will need to be addressed in order to move forward with the afore mentioned projects.

SIMMONS / O'STEEN PROPERTY: City Manager Martin believes a decision to implement a plan to purchase the property can be done in the next eight months, appraisals and cost proposals are due by May 11 and most likely will have a figure by mid-July.

Vice Mayor Kreger mentioned the property is in the most flood prone, hazardous (sea wall & shoreline) area of Front Street. At a previous City Commission meeting there was discussion about the ability to make improvements and assess the property owner. City Attorney Bach clarified the owner could be issued a special assessment. Commissioner Smith is unsure if the owner can be responsible for replacing the seawall, remarking the Commission is getting away from what the electorate want; telling people what to do with private party is not a function of this governing body.

Commissioner Ross shared other jurisdictions have adopted land use amendments for enforcement. Mayor Miller added the property may be under water in twenty years and the seawall could fall into the sea.

Commissioner Smith noted the property and seawall have long been falling into disrepair and cannot be speculated on what may happen in the future, infringing opinions on what private property owners do is not what the people elected the Commission to do. Commissioner Ross respectfully disagreed opining that government is elected to maintain public safety with the personal belief it is the City's responsibility to maintain a seawall.

SEAWALL: City Manager Martin restated moving forward with seawall repair and /or replacement will be based on the engineering study.

DOCKMASTER'S OFFICE: City Manager Martin stated the repair of the Dockmaster's office is completed.

PARKING LOT B: City Manager Martin stated the decision to proceed with building based on the railroad engineering, seawall engineering studies and the traffic study and identify funding source could be in the next eight months.

WALKWAY: City Manager Martin stated it is possible in eight months to complete the plan for pedestrian walkway between Ash and Centre streets on the east side by the Hampton Inn and identify the funding source. The Commission all agreed this is a public safety issue.

SOUTH BASIN: City Manager Martin confirmed there is an Army Corps of Engineers permit to realign the south basin.

WATERFRONT: City Manager Martin stated that predicated on the engineering studies the following are achievable in the next twelve months: a decision on a vehicular and pedestrian crossing at Alachua Street, the development of North Front Street, replacing the seawall from Brett's to the Island Seafood property, design of Parking Lot A and build Parking Lot B.

Ms. Arlene Filkoff, 845 Tarpon Avenue, asked in relation to Main Street to have a few clarifications including the date of commencement. City Manager Martin confirmed May 1st as the start date for the expression of interest and a compilation of detailed information available by the end of August.

CONSERVATION: City Attorney Bach noted the May 15th agenda will have an ordinance to adopt a Conservation land trust fund.

ARBORIST: City Manager Martin met with Amelia Tree Conservancy representative Ms. Margaret Kirkland and other advocates for input to develop a job description. A general consensus is needed to move forward and begin the process of soliciting for the position.

City Manager Martin broached separating the Building and Planning Departments and expanding the Planning Department to include the arborist and land conservation positions. This will be further explored as part of the budget process. Vice Mayor Kreger reminded that a Conservation Manager was approved in last year's budget. A preference would be to rename the position Environmental Manager. The beaches need attention; of the forty-eight dune walkovers, eighteen are deficient.

Commissioner Ross noted Nassau County recognizes the current beach trash management is inadequate. The City beach cleanup contract piggybacks with the County contract which is subject to change. Commissioner Smith stated that the City pays the sand tax and the county should clean the beach. Vice Mayor Kreger affirmed the Tourist District Council (TDC) is required to pay 10% for beach maintenance.

PARKS & RECREATION: City Manager Martin confirmed he is working with Finance Department Purchasing Agent Wanda Weeks on an organizational analysis of the Parks and Recreation Department and ways to better manage the cemetery and other city assets.

CONSERVATION/PROPERTY: City Manager Martin is identifying a “properties to preserve” list in the next six months.

Commissioner Ross requested a plan to work with the Legal Department to identify properties to purchase. City Attorney Bach stated in order to obtain a property appraisal there must be a Request for Proposal (RFP) and suggested doing a 3-5 year contract to have them on call.

City Manager Martin stated an Environmental/Conservation Manager position will be returned for consideration in next year’s budget.

FIRE DEPARTMENT SERVICES: City Manager Martin noted he will present, within the next six months, Fire Department facilities and funding recommendations to City Commission. Vice Mayor Kreger stated a Fire Department master plan is a must. City Manager Martin believes this can be done in the next six months and Fire Department personnel, facilities, etc. can all be part of the master plan.

BEACH PARKING: City Manager Martin reported per the recent Ordinance beach parking signs have been posted at the northern and southern limits adjacent to the Sadler Road right of way.

BEACH RANGERS: Police Chief James Hurley is working on Beach Ranger job descriptions, assessing staff and funding resources and a project start date of May 31st for the beginning of beach season. City Attorney Bach added that Beach Rangers will be outfitted with special shirts and four wheel vehicles and are currently being scheduled for three days per week at peak times. Amended language is being written into the Ordinance for police auxiliary officers who will need proper training prior to patrolling.

City Attorney Bach on behalf of Maintenance and Streets Director Rex Lester requested direction in designating the actual twenty-five foot area where the recent signage has been erected for the Sadler Beach road parking. Commissioner Ross suggested the Planning Department design signage.

BEACH PARKING INVENTORY: Mayor Miller suggested forming a beach parking committee to explore all options including institute a resident parking permit sticker system. Vice Mayor Kreger remarked that per a 2008 contract with the state the City is required to provide approximately 760 beach parking spaces and requested that City Attorney Bach investigate the

specifics. Commissioner Chapman shared a concern about encroachment of parking into neighborhoods to avoid paid beach parking. Mayor Miller expressed the urgency to prepare and expedite implementation due to an influx of anticipated beach goers from burgeoning communities in the region. City Manager Martin stated the county has approved 100% funding for Sadler Road on street parallel parking however there is no current time line for implementation.

BEACH TRASH: Commissioner Ross believes beach trash as an issue that needs to be dealt with as soon as possible, noting some beaches have removed trash cans completely. Commissioner Smith lobbied for investigating the pros and cons of can removal and posting signage stating trash removal is a personal responsibility.

Commissioner Ross believes there is currently adequate beach parking and preservation of open space should be a priority. Vice Mayor Kreger concurred that removing trash cans in select areas may be a good idea especially at the north end where it is mainly local residents. City Manager Martin concurred there are a few select areas removing the cans could be successful.

DISCUSSION/DIRECTION:

POST OFFICE: City Manager Martin queried the Commission regarding the timeline for moving City Hall offices to the post office building on Centre Street due to space limitations. Mayor Miller envisions a three year plan. Vice Mayor Kreger added that a request for proposal had been done to renovate the 19,000 square foot building noting the comprehensive plan requires City Hall to be downtown.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 6:22 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, May 15, 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. In memory of Fernandina Beach Police Chaplain Donald McFadyen, the City Commission observed a moment of silence.

4.1 PROCLAMATION - "MEMORIAL DAY": Vice Mayor Kreger read the Proclamation in full recognizing May 28, 2018, as "Memorial Day." Members of the Veterans of Foreign Wars Post 4351 and American Legion were in attendance to accept the Proclamation. Mr. John Crow, a veteran, invited all to the Memorial Day commemoration at the Atlantic Avenue monument May 28th 11am-Noon. Mr. Crow also expressed appreciation for the flags on Centre Street.

4.2 PROCLAMATION - "PEACE OFFICERS MEMORIAL DAY" AND "NATIONAL POLICE WEEK": Mayor Miller read the Proclamation in full proclaiming May 15, 2018, as "Peace Officers Memorial Day" and the week of May 13, 2018, as "National Police Week." Police Department Deputy Chief Mark Foxworth was in attendance to accept the Proclamation and thanked the Commission and City Manager for their ongoing support and to the citizens of Fernandina Beach who take time to express appreciation and gratitude.

4.3 PRESENTATION - NORTH FLORIDA TRANSPORTATION PLANNING ORGANIZATION (TPO): North Florida TPO Planning Manager Ms. Wanda Forrest provided an annual update on the transportation improvement program for fiscal year 2018-2019 and 2020-2023 and was available to answer questions regarding projects planned and programmed for the area. A public meeting at the North Florida TPO office is scheduled for May 23rd and the North Florida Transportation Improvement Program will be approved at the June 14th meeting. Over the next five years projects include sidewalks, road resurfacing, electric charging stations throughout 4 North Florida counties.

4.4 PRESENTATION - CODE ENFORCEMENT AND APPEALS BOARD: Code Enforcement Manager Michelle Forstrom and Code Enforcement and Appeals Board Chairman Mr. Buddy Boyd presented an overview of the Code Enforcement and Appeals Board. Mr. Boyd explained the board meets at 5:30pm on the third Thursday of every month and hears cases. Commissioner Ross asked what the biggest challenge is for the board. Mr. Boyd responded garnering public trust in that the board serves to assist and help citizens with hardships. Volunteers to assist the board are always welcome. Code Enforcement Manager Michelle Forstrom noted there is a form on the City website that can be filled out anonymously if necessary to alert the Code Enforcement of violations. Although there is one other part-time officer in the department, a full-time code enforcement officer is needed along with administrative assistance due to the City's growth.

4.5 PRESENTATION - FERNANDINA BEACH MAIN STREET PROGRAM: Fernandina Beach Main Street Director Ms. Arlene Filkoff provided a synopsis of projects occurring within each of the four Main Street Councils (Promotions, Economic Restructuring, Organization, and Promotion). The City is due to receive a grant on May 16th at 9am for wayfinding (signage). A few of the recent accomplishments include, establishing numerous local partnerships, completion of a downtown tree assessment, new lighting on Ash Street, parking lots at City Hall and Alachua and 2nd

Streets, conceptual design of the butterfly garden was completed, a planned birthday party for Peg Leg Pete is scheduled for October 6th, and an agreement was reached with the Commission regarding event sponsoring. Ms. Filkoff gave an overview of next quarter objectives then opened the floor for questions and comments. Commissioner Chapman congratulated Ms. Filkoff on the implementation of the newspaper boxes. Vice Mayor Kreger commented on his regular positive meetings with Main Street. Mayor Miller thanked former Mayor Filkoff on the dedication of Main Street for the improvement of the City.

4.6 BUDGET SUMMARY: Finance Department Comptroller Patti Clifford was available to answer any questions regarding the budget summary for April 2018. Ms. Clifford noted information will be forthcoming to the Commission on Vice Mayor Kreger's request for the status of the completion of this year's Capital Improvement Plan.

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

LAND CONSERVATION TAX: Mr. Lynn Williams, 977 Egan's Creek Lane, suggested instituting an impact fee or tax and using the proceeds to buy land for conservation. Mr. Williams requested the City Commission direct City Attorney Bach to research having a study done to see what the benefits may be, including increased property values and assurance of island conservation.

MARINA: Captain Kevin McCarthy, 2220 Florida Avenue, it's been a year and half since the Marina has not had fuel nor been able to pump out waste. Captain McCarthy questioned the repair status of the fuel and pump outs. City Manager Martin reported that Marina Manager Joe Springer is working on the fuel and anticipates completion in the next few weeks. The pumping is being researched as to how to restore the service.

MARINA: Captain Alan Mills, 1425 Broome Street, operating a business out of the Marina since 1983. After Hurricane Matthew and Irene, no maintenance has been done. Comparing the Marina to the Airport that has continued to operate and be renovated appears discriminatory. The Commission is invited to view low tide to witness the negative impact on boaters. This has continued for too long and help is needed.

City Manager Martin explained the Airport and Marina are enterprise funds with the Airport being more solvent with over \$1 million dollars. Airport renovation monies were derived solely from airport funds, grant funding, the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT). Enterprise funds are independent of each other and money cannot be moved from one fund to another.

MARINA: Captain Scott Stewart, 2485 High Rigger Road, Amelia Island Charters, thanked City Manager Martin and Commissioner Ross for adding dredging to the agenda. Detailing the negative economic impact of Marina business owners and seeming standstill in progress, Mr. Stewart questioned who is in charge, where schedules are and who can be held accountable. Captain Stewart requested one Commissioner take ownership of the Marina and the Commission make the Marina the number one goal and appoint a project manager/planner to oversee renovation and create a detailed repair schedule with timelines and due dates.

MARINA: Captain Terry Lacoss, 96015 Monterey Street, concurs with Captain Stewart and Captain Mills regarding expedition of Marina repairs and as a business owner located on Centre Street with a

charter business experiences the negative impact on a daily basis. The great plan to remove the docks and run the piers north and south could then allow for building a bulkhead with a deck over the mud and use the deck for revenue producing events. It's time to get the Marina renovated, keep it low maintenance and make it into something everyone can be proud of and enjoy.

SEAWALL: Mr. Mac Morriss, 821 Parkview Place East, reminded the Commission of his previously presented detailed seawall study and repair plan. Mr. Morriss can present other such studies/plans if the Commission is interested.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the City Commission Workshop of August 15, 2017; the City Commission Regular Meeting Minutes of August 15, 2017; the City Commission Special Meeting Minutes of August 29, 2017; the City Commission Workshop Minutes of February 27, 2018 and the City Commission Special Meeting Minutes of February 27, 2018 were presented for approval. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-46. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2018-67 APPROVES AMENDMENTS TO THE VEHICLE USE POLICY: According to the agenda support documents Resolution 2018-67 approves amendments to the Vehicle Use Policy. **City Manager Martin requested this agenda item be removed from consideration.**

7.2 RESOLUTION 2018-68 APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF FERNANDINA BEACH FOR COMPLETION OF A HOUSING NEEDS ASSESSMENT: According to the agenda support documents Resolution 2018-68 approves the Interlocal Agreement between the Nassau County Board of County Commissioners and the City of Fernandina Beach for funding and staff support of a Housing Needs Assessment. Vice Mayor Kreger advocated for the approval and assisting Nassau County with moving forward on affordable housing for the City.

Commissioner Ross stated his vote will be no because although a housing needs assessment is necessary the City is paying for 59% of the study and Nassau County is in full control. An alternative option would be for the City to pay 15 % of the agreement and use the remainder of the money to answer the City affordable housing needs questions. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-68. Vote upon passage of the motion was taken by ayes and nays as follows:**

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

Motion carried.

7.3 RESOLUTION 2018-69 APPROVING THE TRANSFER OF GENERAL FUND CONTINGENCY FUNDS AND RESERVE FUNDS TO VARIOUS GENERAL FUND DEPARTMENTS FOR HIGHER THAN BUDGETED COPIER COSTS: According to the agenda support documents Resolution 2018-69 approves the transfer of funds to various General Fund Contractual accounts from the General Fund Contingency account and the General Fund Reserve

account. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-69. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2018-70 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-70 authorizes the transfer of funds to Finance Professional Services account, from the Finance Salaries account for Comptroller recruitment expenses. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Resolution 2018-70. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2018-71 ADOPTING A MOBILE DEVICE POLICY TO BE INCLUDED IN THE CITY'S PERSONNEL POLICY MANUAL: According to the agenda support documents Resolution 2018-71 adopts a Mobile Device Policy for later inclusion in the City's Personnel Policy Manual. **City Manager Martin requested this agenda item be removed from consideration.**

7.6 RESOLUTION 2018-72 APPROVING THE SUBMITTAL OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR DESIGNATION OF CERTAIN PUBLIC LANDS AS PART OF THE FLORIDA GREENWAYS AND TRAILS SYSTEM: According to the agenda support documents Resolution 2018-72 approves the submission of an application to FDEP requesting designation of the Fernandina Beach Segment of the Cumberland to Timucuan Regional Trail as a component of the Florida Greenways and Trails System.

Mr. Phil Scanlan, 1832 Village Court, gave a detailed presentation of the proposed trails/connections and is advocating for approval from the Commission. Mr. Scanlon shared that at yesterday's Nassau County Board of County Commission meeting it was approved 5-0 to approve. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Resolution 2018-72. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2018-10: According to the agenda support documents Ordinance 2018-10 provides an exclusive five-year franchise to Advanced Disposal Services Stateline, LLC for the collection and disposal of all residential and commercial trash, garbage, and other refuse; and providing for the collection of residential recyclable materials and yard waste within the City limits.

Commissioner Smith commented the extended contract rates are higher noting the City should receive lower rates until the new equipment is purchased. Advanced Disposal Municipal Marketing and Government Affairs Manager Mr. Greg Huntington stated Advanced Disposal has made a commitment to buy all new vehicles, however production is six months out and without an executed contract there has not been an order put in for any new trucks. Commissioner Smith countered the knowledge that the contract was in progress and new vehicles should be ordered and the lower rates should remain intact until the new equipment arrives. Mr. Huntington replied current rates are being honored.

Commissioner Chapman takes issue with inconsistent collection dates and yard waste pickup. That level of service needs to be dramatically improved. Citizens continue to pay bills despite not being serviced. Mr. Huntington acknowledged inconsistencies and has taken steps with the general manager

to improve communication and route pickups. Advanced Disposal employee Mr. Jeff Edwards noted a written plan is in print production and will go out to citizens in the near future.

Commissioner Ross took issue with the complex contract language difficult to understand for a lay person and would like to see future contracts written clearly for citizens. Other concerns include flying debris off the trucks and designating roll out/roll back services for elderly or handicapped customers. Mr. Huntington responded the contract was written by the municipality over ten years ago. The City has a list of residents that need assistance and drivers will be instructed on how to better control flying debris.

A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Ordinance 2018-10. City Attorney Bach read Ordinance 2018-10 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA REPEALING ORDINANCE 2012-12 EFFECTIVE JANUARY 14, 2019; PROVIDING A NEW EXCLUSIVE 5-YEAR FRANCHISE TO ADVANCED DISPOSAL SERVICES STATELINE, LLC, (“ADVANCED DISPOSAL”) A DELAWARE LIMITED LIABILITY COMPANY EFFECTIVE JANUARY 15, 2019, FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE, AND PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS AND YARD WASTE WITHIN THE CITY LIMITS; FURTHER PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM OF FRANCHISE; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHTS OF FIRST REFUSAL; PUBLIC NOTICES; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE HOURS; COLLECTION EQUIPMENT; DISPOSAL; ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND OTHER EMERGENCIES; NONDISCRIMINATION PROVISION; RATES AND CHARGES; BILLING FOR SERVICES; ACCOUNTING, RIGHT TO AUDIT; COMPLAINTS; CHARGES FOR FAILURE OF PERFORMANCE; MISCELLANEOUS SECTION; REPEAL OF SECTIONS IN CONFLICT; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE”. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 FIRST READING OF ORDINANCE 2018-11: City Attorney Bach read Ordinance 2018-11 by title only, which was a follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AN AMENDED CLASSIFICATION PLAN FOR FISCAL YEAR 2017/2018, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2018-11 amends the Pay and Classification Plan for FY 2017/2018. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Ordinance 2018-11. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 Legislative - FIRST READING OF ORDINANCE 2018-05: City Attorney Bach read Ordinance 2018-05 by title only, which was a follows: “AN ORDINANCE OF THE CITY

COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S FUTURE LAND USE MAP FROM INDUSTRIAL (IND) AND MEDIUM DENSITY RESIDENTIAL (MDR) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF MIXED USE (MU) FOR PROPERTY TOTALING APPROXIMATELY 2.15 ACRES OF LAND LOCATED ON S. 3 RD STREET AND GUM STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support document Ordinance 2018-05 assigns a Future Land Use Map Category of Mixed Use (MU) to approximately 2.15 acres located on S. 3rd Street and Gum Street.

Community Development Department Planning Manager Kelly Gibson stated everything that has been provided for overview in the agenda packet, including the staff report, comply with the Comprehensive Plan and Land Development Code. Ms. Gibbon will provide a more formal overview during the quasi-judicial hearing tied to this zoning amendment. Considerable discussion among Commissioners and staff ensued followed by public comment.

Ms. Kelly McCrimmon, 2025 Cashen Wood Drive, representing the property owners (American Legion) explained the sale of the property would put needed money into the American Legion coffers and assist the neighborhood by not having potential industrial types of businesses in this area under the present zoning.

Mr. William Martin, American Legion Post 54 Commander, requested the zoning change to increase the property marketability.

A motion was made by Commissioner Smith, seconded by Commissioner Chapman to approve Ordinance 2018-05. After additional dialog vote upon passage of the motion was taken by ayes and nays as follows:

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

Motion carried.

8.4 Quasi-Judicial - FIRST READING OF ORDINANCE 2018-06: City Attorney Bach read Ordinance 2018-06 by title only, and it was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP FROM INDUSTRIAL (I1) AND MEDIUM DENSITY RESIDENTIAL (R-2) TO ASSIGN A ZONING MAP CATEGORY OF MIXED USE (MU-1) FOR PROPERTY TOTALING APPROXIMATELY 2.15 ACRES OF LAND LOCATED ON S. 3 RD STREET AND GUM STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”

Mayor Miller opened the Public hearing at this time. City Attorney Bach explained the quasi-judicial process. According to the agenda support documents Ordinance 2018-06 assigns a Zoning Map Category of Mixed Use (MU) to approximately 2.15 acres located on S. 3rd Street and Gum Street.

Community Development Department Planning Manager Kelly Gibson a zoning change is presented for consideration at the request of the applicant for 2.15 acres of land located off Gum and South 3rd Streets. All materials have been provided as part of the formal proceedings occurring tonight. The Mixed Use (MU1) application is compliant with the Land Development Code and Comprehensive Plan.

Mr. Mike Lednovich, 1586 Canopy Drive, urged Commissioners and those in attendance to watch the film “One Big Home” which details how over development has a negative impact on communities, the environment and wildlife. Mr. Lednovich desires the sense of community in Fernandina Beach to remain intact through the adoption of sensible zoning regulations.

City Clerk Best administered the oath at this time.

Ms. Tracy Escalante, 804 Atlantic Avenue, owner of Hoyt House bed and breakfast, does not support increasing density as it increases traffic and existing roads cannot support additional vehicular traffic and detracts from the quaintness of Fernandina Beach.

Mr. Mac Morriss, 821 Parkview Place East, if this Ordinance is approved, home builders can construct homes with sound proof insulation and other building materials which will insulate them from train, truck and industrial noise. Developers frequently say new construction will be affordable but dozens of times we have seen it not occur. Developers build homes based on what the market will bear. Unless affordable housing is legislated it will never happen.

Ms. Julie Ferreira, 501 Date Street, resides in this neighborhood and does not support the proposed land use change to increase residential density.

Ms. Kelly McCrimmon, 2025 Cashen Wood Drive, the American Legion has one parcel of land that has eleven or twelve underlying parcels. They desire to sell four parcels on Gum Street so they can pay off some of their debt and increase their programs.

Mayor Miller closed the Public Hearing at this time.

A motion was made by Commissioner Smith, seconded by Commissioner Chapman to approve Ordinance 2018-08. Vote upon passage of the motion was taken by ayes and nays as follows:

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

Motion carried.

8.5 Quasi-Judicial - ZONING MAP AMENDMENT - S. 5TH STREET- ORDINANCE 2018-08 CHANGING THE CITY’S ZONING MAP FROM LIGHT INDUSTRIAL (I-1) AND MEDIUM DENSITY RESIDENTIAL (R-2) TO ASSIGN A ZONING MAP CATEGORY OF MIXED USE (MU-1) FOR A PROPERTY TOTALING APPROXIMATELY 0.23 ACRES OF LAND LOCATED ON S. 5TH STREET: According to the agenda support documents Ordinance 2018-08 assigns a Zoning Category of Mixed Use (MU-1) Zoning to approximately 0.23 acres located on S. 5th Street.

At the request of the applicant this agenda item was postponed. A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to postpone Ordinance 2018-08 until the June 5, 2018 City Commission Regular Meeting. Vote upon passage of the motion was taken by ayes and nays as follows:

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

Motion carried.

8.6 Quasi-Judicial - ZONING MAP AMENDMENT - S. 5TH STREET- ORDINANCE 2018-09 CHANGING THE CITY'S ZONING MAP FROM LIGHT INDUSTRIAL (I-1) AND MEDIUM DENSITY RESIDENTIAL (R-2) TO ASSIGN A ZONING MAP CATEGORY OF MIXED USE (MU-1) FOR A PROPERTY TOTALING APPROXIMATELY 0.23 ACRES OF LAND LOCATED ON S. 5TH STREET: According to the agenda support documents Ordinance 2018-09 assigns a Zoning Category of Mixed Use (MU-1) Zoning to approximately 0.23 acres located on S. 5th Street. **At the request of the applicant this agenda item was postponed. A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to postpone Ordinance 2018-09 until the June 5, 2018 City Commission Regular Meeting. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.7 FIRST READING OF ORDINANCE 2018-12: According to the agenda support documents Ordinance 2018-12 amends Chapter 42 of the City Code pertaining to jake braking. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Ordinance 2018-12.** Deputy Chief of Police Mark Foxworth explained enforcement would be based upon officer availability in the area and whether the officer witnesses jake braking. City Attorney Bach read Ordinance 2018-12 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 42, ARTICLE V, OF THE CODE OF ORDINANCES; AMENDING SECTION 42-141 DEFINITIONS; AMENDING SECTION 42-142 JAKE BRAKING PROHIBITED; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."

Ms. Julie Jones, 106 South 7th Street, owner of the Blue Heron Inn bed and breakfast, stated traffic noise, including jake braking occurs all hours of the day and night which frequently disturbs guests to the degree they cancel or shorten their reservations. Ms. Jones requested existing noise and speed ordinances be enforced to reduce the undesirable noise, speed and other traffic annoyances.

Ms. Tracy Escalante, 804 Atlantic Avenue, her business frequently losses guests because of truck and traffic noise. Ms. Escalante encouraged the Commissioners to approve this Ordinance.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

8.8 FIRST READING OF ORDINANCE 2018-13: City Attorney Bach read Ordinance 2018-13 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CREATING ARTICLE VIII, CONSERVATION AND PRESERVATION OF LAND UNDER CHAPTER 42, ENVIRONMENT; CREATING

SECTION 42-190 OBJECTIVES; CREATING SECTION 42-191 PURPOSE AND INTENT; CREATING SECTION 42-192 DEFINITIONS; CREATING SECTION 42-193 LAND CONSERVATION TRUST FUND; CREATING SECTION 42-194 ADMINISTRATION; CREATING SECTION 42-195 PROPERTIES ELIGIBLE FOR ACQUISITION AND MANAGEMENT; CREATING SECTION 42-196 CRITERIA FOR EVALUATION OF LANDS; CREATING SECTION 42-197 ACQUISITION LIST; CREATING SECTION 42-198 NOMINATION OF ACQUISITION PROPOSALS; CREATING SECTION 42-199 PROCEDURES FOR SELECTIONS AND PURCHASE PROCEDURES; CREATING SECTION 42-200 MANAGEMENT AND USE OF ENVIRONMENTALLY SENSITIVE LANDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According the agenda support documents Ordinance 2018-13 amends Chapter 42 of the City Code pertaining to conservation and preservation of land.

A motion was made by Vice Mayor Kreger to approve Ordinance 2018-13. Commissioner Ross asked that the following changes be incorporated in the Ordinance language: Section 42-193(1)(f) add impact fees as a source of funding; Section 42-196(1)(f) add expansion of the Egans Creek Greenway and parks; 42-196(1)(g) creation of passive parks; 42-198(4) clarify “for a meeting” language. **Vice Mayor amended his motion to include Commissioner Ross’s suggested changes, Commissioner Ross seconded. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.9 FIRST READING OF ORDINANCE 2018-14: City Attorney Bach read Ordinance 2018-14 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 90, ARTICLE II, BEACHES, OF THE CODE OF ORDINANCES; BY CREATING A NEW DIVISION 3 TITLED CUSTOMARY USE OF BEACHES AND PUBLIC ACCESS; CREATING SECTION 90-60 PUBLIC POLICY; CREATING SECTION 90-61 PUBLIC ACCESS PRESERVATION; CREATING SECTION 90-62 PROHIBITING PERSONAL ACCESS OBSTRUCTIONS; CREATING SECTION 90-63 EROSION CONTROL; CREATING SECTION 90-64 PROHIBITING POSTING PROPERTY; CREATING SECTION 90-65 ENFORCEMENT AND VIOLATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2018-14 amends Chapter 90 of the City Code pertaining to customary use of beaches and public access. City Attorney Bach explained pursuant to 161.141 Florida Statute, lands seaward of the erosion control line are open to the public. Properties located south of monument 34, where beach renourishment has not occurred, will go through with a notice of intent and a judicial determination of customary use. In the meantime, private beach front property owners are not permitted to install signage preventing the public from using the beach. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2018-14.**

Mr. Mac Morriss, 821 Parkview Place East, speaking as a representative of the Citizens for Public Beaches supports the adoption of Ordinance 2018-14.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

9.1 FERNANDINA BEACH HOUSING AUTHORITY: According to the agenda support documents, there were two appointments for the Fernandina Beach Housing Authority. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve the appointments of**

Mr. Thomas L. Morris and Ms. Colleen Espersen. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

10.1 MARINA DREDGING / FUTURE OF THE MARINA SOUTHERN BASIN: This item is placed on the agenda at the request of Commissioner Ross. Commissioner Ross explained in his view there are five options: 1. Sell the Marina, although he does not believe this is a viable option, it is an option. 2. Do nothing. 3. Dredge the Marina as is. 4. Move the Marina to the north. 5. Move forward with the Applied Technology Management (ATM) plan, although with some modifications.

City Manager Martin reminded that the Commission reviewed and approved, in August of last year the following: repairs to northern part of attenuator and timber overwater walkway, replace southern portion of attenuator, remove southern basin docks, dredge southern basin, install reconfigured docks & utilities and install phase 1 of the mooring field.

CITY MANAGER REPORTS:

NORTH EAST FLORIDA LEAGUE OF CITIES : City Manager Martin will be attending the North East Florida League of Cities (NEFLC) dinner on Thursday, May 17th in Atlantic Beach, all are welcome. City Manager Martin and Commissioner Ross will attend the NEFLC training on Friday, May 18th in Gainesville, Florida.

BUDGET: City Manager Martin reported City budget reviews will take place over the next two weeks.

CITY ATTORNEY REPORTS: City Attorney Bach had no reports at this time.

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

MAYOR/COMMISSIONER COMMENTS:

THANKS: Commissioner Chapman thanked all first responders for their daily dedication to public safety.

MEMORIAL: Vice Mayor Kreger attended the recent Nassau County Sheriff's Office Law Enforcement Memorial Service on Wednesday May 2nd, it was a moving tribute.

HURRICANE SEASON: Vice Mayor Kreger reminded all that hurricane season begins in June.

ADVERTISEMENT: Vice Mayor Kreger suggested including an advertisement in Quality Cities Magazine.

SHRIMP BOAT FESTIVAL: Mayor Miller commented on the success of Shrimp Boat Festival and encouraged any comments regarding the festival be forwarded to the City Manager.

CONDOLENCES: Mayor Miller extended condolences to City Police Chief Hurley and his wife, Susan, on the recent passing of a family member.

CONDOLENCES: Mayor Miller also extended condolences to Ms. Phyllis Davis of the Amelia Island Museum of History on the sudden, unexpected passing of her husband.

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ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 10:29 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, June 5, 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 Reverend Stanley Palmer of O'Neal Memorial Baptist Church.

4.1 PROCLAMATION - "NATIONAL FLAG DAY" AND "NATIONAL FLAG WEEK": Mayor Miller read the Proclamation in full proclaiming June 14, 2018, as "National Flag Day," and the week of June 10-16, 2018, as "National Flag Week." Ms. Cara Curtin was present to accept the Proclamation and welcomed all to the annual flag retirement ceremony at Nassau County Fire Station 20 on June 14th.

4.2 PROCLAMATION - "CODE ENFORCEMENT APPRECIATION WEEK": Mayor Miller read the Proclamation in full proclaiming the week of June 4-8, 2018, as "Code Enforcement Appreciation Week." Code Enforcement Manager Michelle Forstrom and Code Compliance Manager George "Chip" Wells were present to accept the Proclamation. Ms. Forstrom thanked the Commission and expressed pride in assisting the community and building relationships and a better, safer City.

4.3 PRESENTATION - HISTORIC DISTRICT COUNCIL: Community Development Department Planner II Mr. Salvatore Cumella and Historic District Council Chairman Dr. Michael Harrison presented an overview of the Historic District Council.

4.4 PRESENTATION - AFFORDABLE HOUSING CITIZEN COALITION: This item was placed on the agenda at the request of Vice Mayor Kreger. Mr. Al Pertuz of Habitat for Humanity and Mr. Medardo Monzon of the new Affordable Housing Citizen Coalition gave a presentation detailing the their perspective organizations focus and objectives to address the community housing crisis.

4.5 PRESENTATION - ANNUAL AUDIT REPORT: Mr. Ryan Tucker and Ms. Barbara Boyd of Purvis Gray and Company presented the Annual Audit Report for the Fiscal Year ending September 30, 2017.

CHANGES TO THE AGENDA: Mayor Miller stated upon advice from City Attorney Bach, agenda item 7.4 is removed from consideration.

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

MARINA: Ms. Ruth Maestre, 2794 Long Boat Drive, is curious as to when paperwork was submitted to Federal Emergency Management Agency (FEMA) for the Marina repairs after Hurricane Matthew. City Manager Martin responded paperwork related to hurricane relief funding was filed directly after the hurricane.

MARINA: Captain Brian Soucy, 2743 Seagrove Lane, owner of Semper Fi Charters and a retired Marine, stated due to the poor Marina conditions business is difficult and clients are going further

south. Captain Soucy is against Marina privatization and would prefer to see repairs move forward and asked the Commission for help in fixing the Marina.

MARINA: Mr. Mac Morriss, 821 Parkview Place East, spoke to House Bill 631 stating Nassau County Attorney Mr. Mike Mullen has given permission for the City to use the language in the Nassau County Ordinance regarding possession of real beach front property. Mr. Morriss explained his detailed plan and ideas for repairing the Marina.

MARINA: Mr. Paul Lore, 2794 Long Boat Drive, stated he formed a new advisory group: Citizens for the Restoration of the Marina and noted other nationwide marinas exist as public entities and it is not in the best interest of the community to go private. The Marina as a public asset needs project management. Mr. Lore implored the Commission to discuss and move the Marina forward.

MARINA: Captain Scott Stewart, 2485 High Rigger Road, has two concerns including agenda item 7.4 being removed. The bond issue and money for repairs has disappeared from the agenda which contributes to further delay.

City Manager Martin stated the United States Army Corps of Engineers permit application was submitted last October. In December, the Corps denied the permit due to the proximity of the Marina to the navigational channel and the City would have to come up with another plan of where to build the Marina. An application was submit for a Section 408 variance to build the Marina within seventy feet of the navigational channel. The City applied for FEMA funding directly after the hurricane and is prepared to move forward once the permit is received, without the permit is illegal for the City to proceed.

MARINA: Ms. Brenda Savage, 941362 Old Nassauville Road, business owner in the City for over twenty years, is disappointed agenda item 7.4 was removed. Commissioner Ross has some good ideas pertaining to the fuel and pump outs however there is some confusion about the permit and unanswered questions about going forward. Ms. Savage requested the citizens be informed of updates on a weekly basis from the Commission because individually the Commissioners give varying information.

Commissioner Ross stated he has been in contact with the United States Army Corps of Engineers, which issued, then rescinded, the permit for the south attenuator that needs a Section 408 variance. The channel is right next to the fuel pumps and the Coast Guard has become involved, the opaqueness comes from a lack of information that is not required to be divulged by either the Corps or the Coast Guard. Acknowledging the frustration the current plan is to fix the southern attenuator by January, then relocate the boats, replace the pilings and decking, dredge the Marina to eight feet, replace a long pier that parallels the attenuator and if all goes according to plan, there will be a functional City Marina by spring 2019. The Commission has worked diligently and called all of the state senators to get the Marina up and running however the major stumbling block is the permitting from the Army Corps of Engineers. City lobbyist, Buddy Jacobs, has been the “squeaky wheel” urging the Army Corps of Engineers. The public may contact any Florida state senator to encourage them to lobby the Corps to issue the permit.

Vice Mayor Kreger stated he has worked directly with the Army Corps of Engineers weekly during the beach renourishment project and it is important to be in communication and stay on top of them.

City Manager Martin explained the Army Corps of Engineers suggested once the south attenuator variance is approved and the permit obtained, then the north attenuator permit can be applied for the following day. Mayor Miller suggested forming a Marina Advisory Commission.

BEACH TRASH: Mr. Paul Lore, 2794 Longboat Drive, as a citizen he observes uncovered dumpsters being used in construction of either new or rehabbed homes. As a suggestion, offered that dumpsters require a tarp or cover to keep debris and trash from flying out. Trash cans are covered and dumpsters should also be required to have covers.

MARINA: Captain Kevin McCarthy, 2220 Florida Avenue, is aware of the ongoing Marina issues and noted two permits are required for each attenuator. Mr. McCarthy believes there is always another way and as a businessman it's important to find solutions.

6.1 RESOLUTION 2018-73 APPROVING THE TRANSFER OF FUNDS WITHIN THE AIRPORT FUND IN FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-73 approves the transfer of \$9,850 from the Airport Improvements account to the Airport Health Insurance account. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-73. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2018-74 APPROVING THE PURCHASE OF TWO VEHICLES FOR TWO FULL-TIME POLICE OFFICER POSITIONS IN FY 2017/2018; APPROVING A BUDGET AMENDMENT OF \$100,000: According to the agenda support documents Resolution 2018-74 approves the purchase of two vehicles for the Police Department. Also approves a budget transfer of \$100,000 from the Police Impact Fee Reserve account to the Police Impact Fee Equipment account. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2018-74. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2018-75 APPROVING JOHNSTONE SUPPLY AS THE SOLE SOURCE VENDOR FOR PARTS AND RELATED EQUIPMENT FOR HVAC SYSTEMS FOR FY 2017/2018: According to the agenda support documents Resolution 2018-75 approves Johnstone Supply as a sole source vendor for FY 2017/2018 for HVAC parts and related equipment for the Maintenance Department. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2018-75. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2018-76 EXTENDING THE MASTER BANKING SERVICES AGREEMENT; AUTHORIZING EXECUTION: According to the agenda support documents Resolution 2018-76 extends the Master Banking Services Agreement with Synovus, formerly First Coast Community Bank, a division of Synovus, for one year. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2018-76. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2018-77 AWARDING RFP #18-02 TO PURVIS GRAY & COMPANY, LLP FOR INDEPENDENT AUDITOR SERVICES: According to the agenda support documents Resolution 2018-77 approves the award of RFP #18-02 to Purvis Gray & Company, LLP for a period of three years for Fiscal Years ending September 30, 2018, 2019, and 2020 with two additional annual renewals.

Ms. Chris Bryan, 2006 Sunrise Drive, was on the Request for Proposal audit committee which unfortunately only had two firms submit: Purvis Gray and James Moore, two excellent firms the latter she is familiar with having worked with them while a member of the University of Florida Gator Boosters Club. With the impending retirement of City Comptroller Patricia Clifford, consistency is critical and hiring a new firm would not be in the best interest.

Ms. Patricia Clifford, 1564 Park Lane, expressed it was unfortunate there were only two responses to the Request for Proposal for auditors. The primary reason Purvis Gray is the preferred vendor is because they will have an onsite partner and ample staffing to do fieldwork, fees for other services are also significantly less than James Moore. James Moore was the City auditor for fiscal year end 2003 and charged \$104,000. Maintaining stability will be vital during the transition to the new Comptroller and changing auditors may put extra work on financial staff getting the new auditors information and providing them with procedures and policies will be time consuming. Ms. Clifford apologized for the trouble with the transition citing loss of staff and the two recent hurricanes, the department has been overburdened however bank statements are being reviewed regularly, and there is confidence the books have been kept properly and will be caught up.

Commissioner Ross, who served on the audit committee, believes both firms are excellent. The audit committee was in favor of James Moore despite that, they voted 3-2 for Purvis Gray. The City Manager has suggested switching auditors for a new set of eyes. During the recent Florida League of Cities conference, a forensic auditor when asked about best practices stated switching auditors is the best practice especially with a new Comptroller onboarding. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2018-77 with the appointment of James Moore and Company. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion failed.

A second motion was motion was made by Commissioner Smith, seconded by Vice Mayor Kreger to approve Resolution 2018-77 and extend RFP #18-02 to three years. Vote upon passage of the motion was taken by ayes and nays and was as follows:

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

Motion carried.

7.2 RESOLUTION 2018-78 AMENDING RESOLUTION 2010-138, APPROVING AMENDMENTS TO THE PURCHASING POLICIES AND PROCEDURES MANUAL:

According to the agenda support documents Resolution 2018-78 approves amendments to the City's Purchasing Policies and Procedures Manual. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-78. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2018-30 ADOPTING THE CITY COMMISSION'S FISCAL YEAR 2018/2019 GOALS: According to the agenda support documents Resolution 2018-30 adopts the City Commission Goals (and related measurements). **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2018-30 with the following amendment: move Goal 1 subsections D, H and J to December 31, 2018. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2018-79 DIRECTING THE CITY MANAGER TO PROCEED IMMEDIATELY WITH REPAIRS AT THE CITY MARINA IRRESPECTIVE OF RELATED UNITED STATES ARMY CORPS OF ENGINEER PERMITS: According to the agenda support documents this Resolution 2018-79 directs the City Manager to proceed immediately with repairs to the northern attenuator (providing for such services as fueling and pump-out operations) despite the appropriate Sec. 408 exception and related permit lacking from the USACE.
This item was removed from the agenda.

8.1 Quasi-Judicial - FIRST READING OF ORDINANCE 2018-07: City Attorney Bach read Ordinance 2018-07 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE AMELIA PARK PLANNED UNIT DEVELOPMENT OVERLAY DESIGNATING A PARCEL OF LAND TOTALING 4.42 ACRES LOCATED ON LAKE PARK DRIVE UNDER THE T1, T3, T4, AND CONSERVATION TRANSECTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-07 approves a Planned Unit Development (PUD) amendment to assign transect types within the Amelia Park neighborhood for approximately 4.42 acres located on Lake Park Drive.

City Attorney Bach stated the first order of business, which the applicant and City agree to, is to change the Ordinance title from "conservation transect" to "civic space reservation transects". This Ordinance is being submitted with said title change. If the Ordinance is approved, after the quasi-judicial rehearing there will be a second reading scheduled that will be advertised in the local newspaper under the new title.

City Attorney Bach stated another Whereas clause will be added to Ordinance 2018-07 as follows: "Whereas, Amelia Park was granted a conditional use as a Planned Unit Development in 1992 by Resolution 92-31 and subsequently amended four times; in 1997 by Resolution 97-129, in 2006 by Resolution 2006-176, in 2014 by Ordinance 2014-34 and in 2015 by Ordinance 2015-11."

City Attorney Bach clarified because no formal action was taken during the last reading, the options regarding material submittals in this quasi-judicial hearing are to cancel what was previously submitted or add supplemental materials into tonight's record, and they (outside counsel) has to state what their preference is otherwise we (City) will not know what to do should this hearing be appealed.

Mayor Miller asked the Commissioners whether they had any ex-parte communication to disclose: Vice Mayor Kreger stated he spoke with the developer Mr. Embry, the YMCA attorney and Dr. Bell.

Commissioner Smith stated he spoke with the developer Mr. Embry, developer, the YMCA attorney and the President of the Amelia Park Homeowners Association. Commissioner Chapman spoke with the attorney and has also received two – three emails from residents of Amelia Park. Commissioner Ross acknowledged multiple conversations with the City Attorney, City Manager, Attorney Miriam Hill, the developer Mr. Embry, Dr. Watson and Ms. Bryant. Mayor Miller stated he had a brief conversation at with the President of the Amelia Park Homeowners Association.

City Clerk Best administered the oath at this time.

City Attorney Bach introduced Community Development Department Planning Manager Ms. Kelly Gibson to present evidence and testimony into the record. The applicant will then have an opportunity to speak and call any witnesses if they wish. Parties are permitted to cross exam witnesses and also an appeal of the City Commission decision can be filed within thirty days to the Circuit Court.

Planning Manager Ms. Kelly Gibson submitted for the record the staff report as well as the backup materials that have been provided to the Commission for consideration. The applicant is seeking to amend the Amelia Park Planned Unit Development (PUD) specifically for an area that had been previously purchased by the YMCA and for purposes of development of sixteen residential units as well as land area that will support civic space and surrounding transects for greenspace that really serves as a buffer. Ms. Gibson reviewed a presentation and spoke to the history of the property in question.

Ms. Miriam R. Hill, Esquire, 1890 S. 14th Street, Suite 202, representing the YMCA of Florida's First Coast, is seeking conclusions of law based on competent and substantial evidence, findings and facts of the Commission and approval of this PUD amendment. Ms. Hill gave a brief history of the timeline and stated what is being added is not inconsistent with the underlying zoning. Ms. Hill affirmed she is a Special Magistrate for the City Code Enforcement and Appeals Board and is approved counsel for the City; all of this information has been fully disclosed to all parties involved.

City Attorney Bach asked Ms. Hill if information was going to be supplemented from the last hearing. Ms. Hill responded yes, she had one witness to call. Mr. Ray Cline, long term advisory board member of the YMCA MacArthur branch and supporter of the PUD amendment of the undeveloped property.

Mr. Ray Cline, 3128 Big Pine Drive, YMCA volunteer advisory board member, dispelled recent newspaper misinformation and gave a brief history of the YMCA in attempts to develop the property. YMCA facilities are affordable to families despite ability to pay. 100% of the proceeds from the sale of the property will remain solely with the MacArthur branch.

Dr. Thomas Washburn, 1609 Lake Park Drive, a fourteen year resident who lives directly across the street from the proposed development, is focused on quality of life in the neighborhood and on the island. As the population grows, pollution and traffic have increased diminishing quality of life and green space.

Mr. Robert Duffy, 1501 Lake Park Drive, this particular property does not work as recreational use for the YMCA. It is his understanding there will be no breaks in foliage along Lake Park Drive, his conclusion is the proposed development of sixteen homes would be the best use of the property, help the YMCA and will not adversely affect Amelia Park.

Mr. Paul Guyette, 1737 Azalea Street, President of the Amelia Park Home Owners Association, the proposed sixteen unit development will be an attractive addition to Amelia Park neighborhood and will be subject to the Amelia Park covenants, by-laws and architectural design conditions. Overall the community believes this is the right decision.

Ms. Teresa Prince, Esquire, Law Office of Tomassetti & Prince, representing the Amelia Park Home Owners Association, stated the proposed development will have an estimated 35% total area of vegetative buffers, or meets and bounds areas, which will be deeded to Amelia Park. Amelia Park will have control over the buffer which is clearly defined in the ordinance and summary of written information. There is a ten page agreement with the developers to protect the Amelia Park Homeowners Association and in conclusion this application is supported.

Ms. Chris Bryan, 2006 Sunrise Drive, a founding member of the YMCA and a trustee of the YMCA of the First Coast believes this to be an excellent project that will be a win-win for the community and the YMCA.

City Attorney Bach clarified the April 17, 2018 quasi-judicial record will supplement the record that is being created at this the June 5, 2018 meeting.

Mayor Miller closed the public hearing at this time.

Commissioner Ross stated the focus of this quasi-judicial hearing is to determine whether the requested amendment meets all of the conditions of the Resolution granting the original 1992 PUD. Commissioner Ross explained the PUD had seventeen conditions: condition eight states in pertinent part “the requirements of the City’s Comprehensive Plan must be met. Additionally the applicant must meet all of the current requirements of the Land Development Code.” The only discretion the City Commission has in this quasi-judicial hearing is to determine whether the applicant meets all of the applicable requirements. Comprehensive Plan policy 6.03.03 states in relevant part “the City shall have no net loss policy for recreational facilities.” Comprehensive Plan policy 6.05 states in relevant part “open spaces shall be protected within urbanized areas for aesthetic, health, environmental and economic benefits.” Comprehensive Plan policy 6.06.04 states in relevant part “whenever possible recreational sites shall be established with active and passive uses to provide both recreational facilities and to assure preservation or conservation of environmentally sensitive lands.” The application does not meet every applicable requirement and therefore should not be approved.

Ms. Hill, in closing, stated the applicant is committed to preserving vegetative buffers, neighborhood quality of life and noted the applicant is hearing residents’ concerns and is working on a binding development agreement. After additional dialog **a motion was made by Commissioner Smith, seconded by Vice Mayor Kreger, to approve Ordinance 2018-07.**

MacArthur Family YMCA Chief Executive Officer Mr. John Daroff, 106 New Hammock Circle, St. Marys, Georgia, explained selling the recreational property represents an economic opportunity to improve their existing facility and expand YMCA programs both of which will enhance the YMCA and in turn benefit the entire community.

Vote upon passage of the motion was taken by ayes and nays as follows:

Commissioner Smith: **Aye**

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

Motion carried.

8.2 FIRST READING OF ORDINANCE 2018-15: City Attorney Bach read Ordinance 2018-15 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 22, ARTICLE II, SECTION 22-26, ADOPTION OF CODES BY REFERENCE; REPEALING SECTION 22-29, AMENDMENTS TO BUILDING CODE; ENACTING A NEW SECTION 22-29 AMENDMENTS TO THE BUILDING CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2018-15 approves various amendments to the Building Code.

A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Ordinance 2018-15 with the following amendment: Section 105.5.1: the Building Official shall reject new permit applications from a contractor who holds more than two inactive or expired permits.

Mr. Michael Kegler, 325 Vernon Street, mentioned the Certificate of Occupancy (CO) also serves as also a quality check for the homeowner. Mr. Kegler received his CO for 325 Vernon Street prior to the propane gas being installed. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 CODE ENFORCEMENT AND APPEALS BOARD - one appointment: According to the agenda support documents, there was one appointment for the Code Enforcement and Appeals Board. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve the appointments of Ms. Christine Harmon. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.2. ARTS AND CULTURE NASSAU - one appointment: According to the agenda support documents, there were one appointment for the Arts and Culture Nassau Board. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve the appointment of Ms. Fran Shea. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.3 ARTS AND CULTURE NASSAU - Board member removal: According to the agenda support documents, there was one removal from the Arts and Culture Nassau Board. **City Attorney Bach stated Ms. Dawson tendered her resignation. No action is required of the City Commission.**

CITY MANAGER REPORTS:

CONFERENCE: City Manager Martin last week attended the state wide City Managers conference and information is forthcoming.

BUDGET: City Manager Martin has scheduled budget review meetings for next week.

BEACH COMMITTEE: City Manager Martin announced he has appointed a Beach Committee comprised of city staff and residents. The committee will review the inventory of beach parking, paid parking, trash and monitoring all the recent Ordinance changes.

CITY ATTORNEY REPORTS:

CUSTOMARY USE: City Attorney Bach addressed House Bill 631: Possession of Real (beachfront) Property. Noting an abundance of information and misinformation is circulating causing concern within the community. The City will hold a Special Meeting on June 26th to address House Bill 631, all are welcome to attend. The public is encouraged to alert City staff of any private beach signage installations or private beach use notices.

CITY CLERK REPORTS: City Clerk Best will attend the Florida Association of City Clerks Summer Conference and Academy; June 10 - June 13.

MAYOR/COMMISSIONER COMMENTS:

COMMITTEES: Vice Mayor Kreger announced the Florida League of Cities Committees will convene in Orlando in September and encouraged participation.

KUDOS: Commissioner Chapman attended the recent ribbon cutting at Egan's Creek for the new playground equipment and complimented the Fernandina Beach Middle School band on the outstanding rendition of the National Anthem.

OPEN HOUSE: Commissioner Chapman attended the recent open house at the Council on Aging and encouraged the community to tour and consider donating to this worthy island

COYOTES: Commissioner Chapman recognized the increasing local coyote problem and advised caution.

TIME: Commissioner Smith lamented missing conversation and discussion of the City Commission Regular Meetings due to the recent three week time gap.

MEETING: Commissioner Ross will attend the Affordable Housing Advisory Sub-Committee meeting on June 6th where accessory dwelling units will be a topic of discussion.

NEW BOARD: Mayor Miller took consensus among his fellow Commissioners to create a Marina Advisory Board comprised of area stake holders. ***The consensus of the City Commission was to direct City Attorney Bach to create a Marina Advisory Board.***

BEACH ACCESS LANDSCAPING DEBRIS: Mayor Miller commented he was asked to address landscaping debris being placed in public beach access parking areas as it creates an obstruction to beach goers. Mayor Miller researched how to have signage installed prohibiting landscaping debris, which is becoming a prevalent issue, among property owners whose property is adjacent to public beach accesses. Mayor Miller will work with Police Chief Hurley to investigate signage and obstacles in beach parking areas.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 9:47pm.

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MINUTES
City Commission Regular Meeting
June 5, 2018
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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, June 19, 2018 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, 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. Vice Mayor Len Kreger was absent.

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

CHANGES TO THE AGENDA: Mayor Miller announced the following changes to the agenda: item 10.1 and item 10.2 have been removed from consideration at the request of the applicant. Agenda item 10.7 is on the agenda as a required announcement for the June 26th Special Meeting: no discussion will occur tonight and item 12.1 is postponed until Vice Mayor Kreger returns.

4.1 PLANNING ADVISORY BOARD: Community Development Department Planning Manager Ms. Kelly Gibson and Planning Advisory Board (PAB) Chairman Mark Bennett presented an overview of the PAB. Commissioner Ross asked Mr. Bennett if the board has all the resources they need to continue doing a good job. Mr. Bennett replied with continued growth, intense development and steady concerns there may be need for additional staff and having special studies done for more detail and data to plan accordingly.

Commissioner Chapman commented he recently attended a workshop on land development and comprehensive plans in Sebastian, Florida and was complimented by two Sebastian residents who stated their City is going to copy the City of Fernandina Beach comprehensive plan because it is considered the best.

4.2 BUDGET SUMMARY: Comptroller Patti Clifford was available to answer any questions regarding the budget summary for May 2018.

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

YMCA RECREATIONAL PROPERTY: Mr. Bradley Bean, 1512 Inverness Road, as a long term resident, member and former employee of the YMCA, it would be a mistake to change the plot of recreational land into another neighborhood. The City needs more parks and recreational space and fewer developments.

MARINA: Mr. Paul Lore, 2794 Long Boat Drive, spoke on behalf of the Citizens for the Restoration of the Marina and recently found out the Waterfront Partnership Committee (WPC) is no longer active as of 2010. Several questions regarding the proposed Marina Advisory Committee include what the difference would be and if the WPC would be revitalized and if each Commissioner could define their vision of the waterfront economy and how they will manage and organize it.

Planning Manager Kelly Gibson explained the WPC was state created and state funded program which was in effect for five years and brought working waterfronts together to address growth, economy, issues and concerns. There were a wide range of stakeholders who met monthly to

discuss local and statewide waterfront topics. The committee was never officially sunsetted and still exists; the state has not been very active in the last four-five years however the network still exists.

6.1 SALE OF FERNANDINA BEACH HARBOR MARINA AND FERNANDINA BEACH MUNICIPAL GOLF COURSE: This item is place on the agenda at the request of Vice Mayor Kreger. Mayor Miller asked his fellow Commissioners their opinions regarding the idea of selling the Fernandina Beach Harbor Marina and Fernandina Beach Municipal Golf Course. Their responses were as follows:

Commissioner Ross stated he has zero interest in selling the Fernandina Beach Harbor Marina or Fernandina Beach Municipal Golf Course.

Commissioner Chapman remarked he sparked the idea of privatization due to frustration and the long term history of the City neglecting assets; citing the Wade-Venturo property and parking lot as examples of neglect. The City deserves a world class Marina; the big question is where the money will come from. The golf course is a great asset and needs to be invested in to make it a great golf course and there is no interest in selling the golf course.

Commissioner Smith is opposed to privatizing; the Marina is the entrance to City and the focal point of Centre Street. Commissioner Smith stated he has no interest in selling the Marina or the Golf Course. A possible opportunity would be to use nine of the twenty-seven holes as a lighted driving range or par three course.

Mayor Miller responded Finance Comptroller Clifford has assured that in the not too distant future the Marina will operate in the black. At this time there is no interest in selling the Marina or the Golf Course.

Captain Brian Soucy, 2743 Seagrove Lane, as a charter boat captain operating out of a barely functioning Marina is challenging. Once the Marina is fixed and it is managed properly the merchants and restaurants will prosper.

Mr. John Burke, 86006 Eastport Drive, is the President of Fernandina Beach Men's Golf Association and gave a brief overview of the Fernandina Beach Golf Course and advocated for the City to retain this great asset.

Mr. Leslie Rohde, 645 King George Lane, lobbied for the Marina and is not in favor of the City selling it to a private entity.

Mr. Mac Morriss, 821 Park View Place East, is interested in a functioning Marina as opposed to a "world class Marina" and thanked the Commission for their decision not to sell the Marina.

Mr. Paul Lore, 2794 Long Boat Drive, is excited for future generations to use the use Marina including his own children and advocated for a first class Marina which accommodates working class citizens.

City Manager Martin stated the City is on track to receive a permit for the southern attenuator. Due to a supply and demand issue stemming from the two recent hurricanes the docks would not be

completed by year end. The southern basin project could be initiated first to ensure completion of both projects by next May in time for the annual Shrimp Boat Festival. The dredging project is due to receive \$400,000 from the Florida Inland Navigation Department (FIND).

Captain Soucy asked if the Marina would be closed during renovations. Commissioner Ross responded a rough estimate of two-four months, the hope is to dredge the Marina this fall and reopen in December. City Manager Martin said realistically December, 2018 if all goes according to plan.

Ms. Brenda Savage, 941362 Old Nassauville Road, suggested the Commission reach out to private owners on behalf of private charters and shrimp fisherman.

Mr. Rohde asked about the status of the northern attenuator. Commissioner Ross explained the northern attenuator needs a separate permit and it is unclear when it will be completed.

Captain Scott Stewart, 2485 High Rigger Road, suggested the realignment of the docks be completed in smaller segments and if the dredging could be completed as soon as possible because his business cannot be shut down for six months.

Mr. Morriss recalled the building of the marina fourteen years ago and believes there may be an alternative to assisting Marina businesses during the construction process i.e. engaging private Marina owners.

Mr. Paul Lore implored the Commission to meet with stakeholders in the Marina to find a solution. Mayor Miller asserted a vow of inclusion, transparency and open forums for all including stakeholders during the process. ***The consensus of the City Commission was not to sell the Fernandina Harbor Marina or Fernandina Beach Municipal Golf Course.***

7.1 RESOLUTION 2018-80 AMENDING RESOLUTION 2017-07 ADOPTING CHANGES TO THE RULES OF PROCEDURE FOR THE WASTEWATER, REFUSE, AND/OR STORMWATER FEE EXEMPTION ELIGIBILITY, PROCEDURES AND APPLICATION: According to the agenda support documents Resolution 2018-80 approves the proposed Wastewater, Refuse, and/or Stormwater Fee Exemption Eligibility, Procedures and Application changes. Commissioner Ross proposed changing the wording in the Resolution to “user friendly” and also suggested that the discretion of applicants be maintained by eliminating Commission approval and sanctioning managerial approval suffice and streamlines the process.

City Manager Martin relayed a recent discussion with City Attorney Bach concluding that because the program is a policy and not an ordinance, the change can be made to approve the applications at the management level. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman to approve Resolution 2018-80. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2018-81 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.29 ACRES OF LAND LOCATED ON 2289 AMELIA ROAD: According to the agenda support documents Resolution 2018-81 authorizes the extension of water services to the property located on 2289 Amelia Road (Parcel ID: 00-00-30-0380-0044-0000). Also approves the Voluntary Annexation Petition. **A motion**

was made by Commissioner Chapman, seconded by Commissioner Smith to approve Resolution 2018-81. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.3 RESOLUTION 2018-82 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.68 ACRES OF LAND LOCATED ON 2257 CLINCH DRIVE: According to the agenda support documents Resolution 2018-82 authorizes the extension of water services to the property located on 2257 Clinch Drive (Parcel ID: 00-00-30-0660-0011-0000). Also approves the Voluntary Annexation Petition. **A motion was made by Commissioner Chapman, seconded by Commissioner Smith to approve Resolution 2018-82. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 RESOLUTION 2018-83 TERMINATING A COST-SHARE AGREEMENT WITH ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) TO CANCEL FUNDING OF \$251,283 TO UPGRADE EXISTING DRAINAGE IN AREA 1 (NORTH 15TH STREET AREA): According to the agenda support documents Resolution 2018-83 authorizes the City to terminate a cost-share agreement with SJRWMD for an award of \$251,283 for the construction improvements to the Area 1 drainage system due to lack of additional funding.

Commissioner Smith asked Stormwater Manager Andre Desilet if when the grant was applied for was there an estimate of how much the project would cost and why was the bid so high. The consultant may not have done a good job; it is also not good to be giving money back by rejecting the grant money. Mr. Desilet responded yes however, only one responsible bidder submitted a bid that was very high, for future projects the estimates will be further scrutinized. This particular area is very wet and there are logistical issues that may not have been considered. More design work and a better feel for the cost estimate will be implemented in the future. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman to approve Resolution 2018-83. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 RESOLUTION 2018-84 APPROVING THE PURCHASE OF USED GOLF EQUIPMENT FROM BEARD EQUIPMENT COMPANY IN AN AMOUNT NOT TO EXCEED \$62,000 IN FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-84 approves the purchase of seven pieces of used maintenance equipment from Beard Equipment in an amount not to exceed \$62,000. **A motion was made by Commissioner Smith, seconded by Commissioner Ross to approve Resolution 2018-84. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 RESOLUTION 2018-85 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-85 approves a transfer of \$225,000 from General Fund Reserve account to the Police Retirement account (\$100,000) and the Fire Retirement account (\$125,000). **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Resolution 2018-85. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.4 RESOLUTION 2018-86 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-86 approves a transfer of funds from the Fire Incentive account to the Fire Salaries account; a transfer of funds from the Fire Overtime account to the Fire Salaries account; a transfer of funds from the Fire Overtime account to the Fire Retirement account; and a transfer of funds from the Fire Operating Supplies account to the Fire Retirement account. **A motion was made by Commissioner Chapman, seconded by Commissioner Smith to approve Resolution 2018-86. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.5 RESOLUTION 2018-87 APPROVES AN AGREEMENT OF SETTLEMENT IN THE CASE OF DEBORAH LICKLITER V. CITY OF FERNANDINA BEACH: According to the agenda support documents Resolution 2018-87 authorizes the settlement agreement between the City of Fernandina Beach and Deborah Lickliter. **A motion was made by Commissioner Chapman, seconded by Commissioner Ross to approve Resolution 2018-87. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 FIRST READING OF ORDINANCE 2018-16: City Attorney Bach read the Ordinance by title only, which was as follows: “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.”

Commissioner Ross questioned if the \$75 fine was sufficient to dissuade violations and showed three photos of beachgoers driving and walking in prohibited areas. Commissioner Ross suggested a warning for a first offense and \$300 fine for a second offense. Commissioner Smith agreed due to a recent appeal that cost the City more than the \$75 fine. City Attorney Bach responded, in an effort to remain consistent most citations are \$75 including open alcohol containers, off leash dog walking, etc. and heftier fines should be for violations regarding turtles, dunes, etc. All appeals lose money (approximately \$2000) due to the City requirement of hiring a special magistrate.

City Manager Martin mentioned topics such as the twenty-five foot buffer, beach fines and other issues could be discussed with the proposed beach committee. Tentative first and second readings to refine beach ordinances are forthcoming to review changes that were made earlier in the year. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman to approve Resolution 2018-16 with the following amendment: increase the fine from \$75 to \$150.**

Mr. Mac Morris, 821 Park View Place East, thanked the Commission for moving forward with the Beach Ranger program and increasing enforcement of beach rules.

Mr. Leslie Rohde, 645 King George Lane, believes many tourists and some locals are not aware it is an offense to walk on the dunes. The fishing line rule does not make sense regarding being 300 yards between lifeguard stands, a regular person may not be able to eyeball that distance.

Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

9.2 FIRST READING OF ORDINANCE 2018-17: City Attorney Bach read the Ordinance by title only, which was as follows: “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.” According to the agenda support documents Ordinance 2018-17 amends Section 70 of the City Code pertaining to newsracks to include an additional location at City Hall. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman to approve Resolution 2018-17. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 SECOND READING OF ORDINANCE 2018-05 CHANGING THE CITY’S FUTURE LAND USE MAP FROM INDUSTRIAL (IND) AND MEDIUM DENSITY RESIDENTIAL (MDR) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF MIXED USE (MU) FOR PROPERTY TOTALING APPROXIMATELY 2.15 ACRES OF LAND LOCATED ON S. 3RD STREET AND GUM STREET: According to the agenda support documents Ordinance 2018-05 assigns a Future Land Use Map Category of Mixed Use (MU) to approximately 2.15 acres located on S. 3rd Street and Gum Street. **This agenda item was removed from consideration at the request of the applicant.**

10.2 SECOND READING OF ORDINANCE 2018-06 CHANGING THE CITY’S ZONING MAP FROM INDUSTRIAL (I-1) AND MEDIUM DENSITY RESIDENTIAL (R-2) TO ASSIGN A ZONING MAP CATEGORY OF MIXED USE (MU-1) FOR PROPERTY TOTALING APPROXIMATELY 2.15 ACRES OF LAND LOCATED ON S. 3RD STREET AND GUM STREET: According to the agenda support documents Ordinance 2018-06 assigns a Zoning Map Category of Mixed Use (MU) to approximately 2.15 acres located on S. 3rd Street and Gum Street. **This agenda item was removed from consideration at the request of the applicant.**

10.3 SECOND READING OF ORDINANCE 2018-10: City Attorney Bach read Ordinance 2018-10 by title only, which was as follows: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REPEALING ORDINANCE 2012- 12 EFFECTIVE JANUARY 14, 2019; PROVIDING A NEW EXCLUSIVE 5-YEAR FRANCHISE TO ADVANCED DISPOSAL SERVICES STATELINE, LLC, (“ADVANCED DISPOSAL”) A DELAWARE LIMITED LIABILITY COMPANY EFFECTIVE JANUARY 15, 2019 FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE, AND PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS AND YARD WASTE WITHIN THE CITY LIMITS; FURTHER PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM OF FRANCHISE; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHTS OF FIRST REFUSAL; PUBLIC NOTICES; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE HOURS; COLLECTION EQUIPMENT; DISPOSAL; ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND OTHER EMERGENCIES; NONDISCRIMINATION PROVISION; RATES AND CHARGES; BILLING FOR SERVICES; ACCOUNTING, RIGHT TO AUDIT; COMPLAINTS; CHARGES FOR

FAILURE OF PERFORMANCE; MISCELLANEOUS SECTION; REPEAL OF SECTIONS IN CONFLICT; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents this Ordinance 2018-10 provides an exclusive five-year franchise to Advanced Disposal Services Stateline, LLC for the collection and disposal of all residential and commercial trash, garbage, and other refuse; and providing for the collection of residential recyclable materials and yard waste within the City limits.

The Public Hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Ordinance 2018-10. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.4 SECOND READING OF ORDINANCE 2018-11: City Attorney Bach read Ordinance 2018-11 by title only, which was as follows: “AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AN AMENDED CLASSIFICATION PLAN FOR FISCAL YEAR 2017/2018, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2018-11 amends the Pay and Classification Plan for FY 2017/2018.

The Public Hearing was opened at this time and there being no comments from the floor, the public hearing was closed. Commissioner Chapman is hopeful future pay classifications are assessed to accurately reflect the complexity of positions and pay accordingly. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Ordinance 2018-11. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.5 SECOND READING OF ORDINANCE 2018-12: City Attorney Bach read Ordinance 2018-12 by title only, which was as follows: “AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 42, ARTICLE V, OF THE CODE OF ORDINANCES; AMENDING SECTION 42-141 DEFINITIONS; AMENDING SECTION 42-142 JAKE BRAKING PROHIBITED; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2018-12 amends Chapter 42 of the City Code pertaining to jake braking.

The Public Hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Ordinance 2018-12. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.6 SECOND READING OF ORDINANCE 2018-13: City Attorney Bach read Ordinance 2018-13 by title only, which was as follows: “AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA, CREATING ARTICLE VIII, CONSERVATION AND PRESERVATION OF LAND UNDER CHAPTER 42, ENVIRONMENT; CREATING SECTION 42-190 OBJECTIVES; CREATING SECTION 42-191 PURPOSE AND INTENT; CREATING SECTION 42-192 DEFINITIONS; CREATING SECTION 42-193 LAND CONSERVATION TRUST FUND; CREATING SECTION 42-194 ADMINISTRATION; CREATING SECTION 42-195 PROPERTIES ELIGIBLE FOR ACQUISITION AND MANAGEMENT; CREATING SECTION 42-196 CRITERIA FOR EVALUATION OF LANDS; CREATING SECTION 42-197 ACQUISITION LIST; CREATING SECTION 42-198 NOMINATION OF ACQUISITION PROPOSALS;

CREATING SECTION 42-199 PROCEDURES FOR SELECTIONS AND PURCHASE PROCEDURES; CREATING SECTION 42-200 MANAGEMENT AND USE OF ENVIRONMENTALLY SENSITIVE LANDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2018-13 Amends Chapter 42 of the City Code pertaining to conservation and preservation of land.

The Public Hearing was opened at this time.

Ms. Taylor Neace, 2191 High Rigger Place, is hopeful the ordinance will pass and as a former and current resident is shocked at the development and environmental changes and hopes to preserve the island that is loved by all.

City Attorney Bach noted impact fees cannot be moved into the conservation land trust fund account although they can be used to purchase land for preservation. City Attorney Bach clarified Ordinance changes since first reading: the “criteria for evaluation of lands” clause, the “nomination of acquisition proposals and candidate sites” subsection four, “excluding government applicants from those that can propose sites for acquisition” were removed. Section 42-200 was amended to clarify language.

Ms. Margaret Kirkland, 1377 Plantation Pointe Drive, thanked the Commission on behalf of Amelia Tree Conservancy. This ordinance is very important for the conservation of trees on the island and gives credibility to the organization when applying for grants and soliciting and receiving donations of trees and/or properties.

A motion was made by Commissioner Smith, seconded by Commissioner Ross to approve Ordinance 2018-13 with the following amendments: adopt all of the City Attorney’s amendments. Change “environmentally sensitive land” to the same definition in the Comprehensive Plan and under Section 42-196(g) add “open spaces as defined in the Comprehensive Plan.” Commissioner Smith accepted the amendments. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

10.7 ORDINANCE 2018-14 AMENDING CHAPTER 90, ARTICLE II, BEACHES, OF THE CODE OF ORDINANCES; BY CREATING A NEW DIVISION 3 TITLED CUSTOMARY USE OF BEACHES AND PUBLIC ACCESS; CREATING SECTION 90-60 PUBLIC POLICY; CREATING SECTION 90-61 PUBLIC ACCESS PRESERVATION; CREATING SECTION 90-62 PROHIBITING PERSONAL ACCESS OBSTRUCTIONS; CREATING SECTION 90-63 EROSION CONTROL; CREATING SECTION 90-64 PROHIBITING POSTING PROPERTY; CREATING SECTION 90-65 ENFORCEMENT AND VIOLATIONS: **This item was continued to the June 26, 2018 City Commission Special Meeting.**

11.1 GOLF COURSE ADVISORY BOARD- two appointments: According to the agenda support documents, there were two appointments for the Golf Course Advisory Board. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve the appointment of Ms. Helen Hurst and reappointment of Mr. Philip Jones. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

11.2 AIRPORT ADVISORY COMMISSION - two appointments: According to the agenda support documents, there were two appointments for the Airport Advisory Commission. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve the**

appointments of Mr. Tom Piscitello as the non-voting member and Ms. Prudence Hostetter as the voting member. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

11.3 BOARD OF TRUSTEES OF THE GENERAL EMPLOYEES' PENSION PLAN- one appointment: According to the agenda support documents, there was one appointment for the Board of Trustees of the General Employees' Pension Plan. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve the appointment of Mr. Jesse A. Peck. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

12.1 DONATION OF REAL CITY PROPERTY FOR THE PURPOSE OF PROVIDING LAND TO CONSTRUCT AFFORDABLE HOUSING: This item is placed on the agenda at the request of Vice Mayor Kreger. **This item was removed from consideration until such time as Vice Mayor Kreger is in attendance.**

12.2 AFFORDABLE HOUSING SOLUTIONS: This item is placed on the agenda at the request of Commissioner Ross who explained accessory dwellings, often referred to as granny flats or mother-in-law suites; may not be rented under current City regulations. Removing these regulations would benefit the community by helping offset the affordable housing crisis.

Mr. Medardo Monzon, 2826 South Fletcher Avenue, supports affordable housing and the Commissioners dedication to finding solutions to same.

Commissioner Chapman is concerned additional rental property will increase development and escalate parking shortages. Commissioner Smith voiced development concerns.

Ms. Christine Platel, 17 South 7th Street, supports accessory dwellings being utilized as affordable housing.

The consensus of the City Commission was to refer this matter to the Planning Advisory Board.

12.3 BUILDING HEIGHT RESTRICTION ENFORCEMENT, BOSQUE BELLO CEMETERY MAINTENANCE AND SECURITY, AND COMMUNITY REDEVELOPMENT AREA (CRA) WATERFRONT DEVELOPMENT: This item is placed on the agenda at the request of Commissioner Ross who offered several proposals for consideration: strengthen building height restriction provisions in order to close loopholes, consider changing some of the waterfront building constraints related to parking and height, increase waterfront business opportunities by changing uses, consider a staffed care-taker cottage at Bosque Bello to discourage vandalism, the Comprehensive Plan and Land Development Code have conflicting language related to the number of residential dwellings allowed in the Central Business District. ***The consensus of the City Commission was to refer these matters to the Planning Advisory Board.***

CITY MANAGER REPORTS:

GRAND OPENING: City Manager Martin announced the Lignotech Grand Opening next Tuesday June 26 Noon-1pm at 6 Gum Street.

HOLIDAY: City Manager Martin stated City offices will be closed on July 4 in celebration of Independence Day.

PARKING: City Manager Martin provided copies of the new parking restrictions on Broome Street that are being instituted to alleviate several long standing public safety concerns.

ARBORIST: City Manager Martin is working with the City Human Resources department to schedule interviews for the new City Arborist position.

BUDGET: City Manager Martin is continuing work on the budget preparations and thanked City staff for their support. Having completed preliminary introduction of the budget with all of the Commissioners there are general “marching orders” in place that will address concerns and interests prior to the July due date.

CITY ATTORNEY REPORTS:

City Attorney Bach had no reports at this time.

CITY CLERK REPORTS:

City Clerk Best had no reports at this time.

MAYOR/COMMISSIONER COMMENTS:

PARKING: Commissioner Ross thanked City Manager Martin and City staff for the impending Broome Street parking changes.

SAFE IN PLACE: Commissioner Ross commended City Police Chief James Hurley as he witnessed him contacting a resident senior homeowner as part of the newly instituted “Safe in Place” program designed to safeguard elderly local residents. Commissioner Ross applauded Chief Hurley and all in the community who make our City great.

REGRETS: Mayor Miller sent regrets to his Mother that he would have to miss dinner this evening.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 9:10pm.

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, Tuesday, June 19, 2018 at 5:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Commissioners Philip Chapman, Chip Ross and Roy G. Smith. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach. Vice Mayor Len Kreger was absent.

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

4.1 QUASI-JUDICIAL HEARINGS - City Attorney Tammi Bach will present on the quasi-judicial process for hearings: City Attorney Tammi Bach presented information on the quasi-judicial process as it relates to the City Commission and the various Advisory Boards. City Attorney Bach explained the definition of a quasi-judicial hearing as a hearing held by a decision-making body i.e. City Commission, Board of Adjustment, etc. wherein existing policies and regulations are applied to a specific property and due process requirements are complied with for the hearing. The decision-making body makes findings of fact and conclusions of law on the issue. Typically, a property owner (applicant) will request a rezoning, plat approval, or variance.

City Attorney Bach explained we have quasi-judicial hearings because the Florida Supreme Court changed the law on zoning, variances, and other land use approvals from a legislative process to a quasi-judicial one. Legislative processes create policy – quasi-judicial actions occur when the facts of a particular situation are applied to the policy.

City Attorney Bach explained the following definition: Applicant: the owner of record, or owner's agent, when the application is initiated. Competent Substantial Evidence: testimony, documentation, or other evidence based on personal observation. Decision Making Body: the City Commission or authorized Board that makes a recommendation or decision on an application or decides the appeal. •Ex-Parte Communication: communication, oral or written, between members serving on the Decision Making Body and the public, other than those made on the record at the hearing. Material Evidence: evidence that bears a logical relationship to one or more issues raised by the application or the laws and regulations pertaining to the matter requested by the application.

City Attorney Bach noted the following key points: the decision-making board must make its decision based on the testimony in front of it. They may not consider anything outside of the public hearing (other than common knowledge). It is intended to not be political. The record is very important. The record established at the hearing will determine the outcome of the case. There must be competent and substantial evidence presented to support the decision of the Board. Testimony must be relevant, credible, and oriented to the standards set forth in the Code of Ordinances, Comprehensive Plan, and Land Development Code.

City Attorney Bach stated when and where quasi-judicial hearings are needed: City Commission: preliminary and final plats, annexation ordinances (1st Reading), zoning ordinances (1st Reading), variances, Special Magistrate Hearings, Code Enforcement & Appeals Board: alleged violation of City code cases • Historic District Council: certificates of appropriateness, variances, Board of Adjustment: variances.

City Attorney Bach outlined the hearing process: the Mayor or Chair leads the quasi-judicial hearing process, Commissioners/Board Members will be asked to disclose ex parte communications, the City Attorney will present the quasi-judicial procedures, the City Clerk/Recording Secretary will

administer an oath to all parties who wish to speak, staff will present case, applicant will present, open the public hearing to citizens, close the public hearing, further applicant comments, Commission discussion, motion + second to the motion, City Clerk or recording secretary to “Call the Question or Vote”.

City Attorney Bach explained special considerations are ex parte communications are presumed prejudicial and are discouraged, unless specific disclosure procedures are adopted by resolution or ordinance. See section 286.0115 Fla. Stats. The City Attorney recommends adopting procedures for disclosure of ex parte communications to reduce the presumption of prejudice. Due process and fair hearing: Board Members shall not publicly take a position on a matter prior to the actual hearing or such Board Member is disqualified from voting on the matter. See *State Board of Funeral Directors and Embalmers v. Cooksey*, 4 So.2d.253 (Fla. 1941; *Board of Public Instruction of Broward County v. State ex. Rel. Allen*, 219 So.2d430 (Fla. 1969). Application of correct law: Board must apply the law applicable to the decision i.e. Land Development Code, Comprehensive Plan. Apply the law as it exists; rather than how a Board member would like it to be. This is the principal limitation to the quasi-judicial power. Quasi-judicial decisions must be supported, in the record, by evidence that is both legally competent: admissible under legal rules of evidence and substantial real, material, pertinent, and relevant. Expert testimony is competent substantial evidence, and City Planning staff are long recognized as expert testimony sufficient to sustain a quasi-judicial zoning decision. (See *ABC Real Estate Development, Inc. v. St. Johns County*, 608 So.2d59 (Fla. 5th DCA 1992), and *Battaglia Fruit Co. v. City of Maitland*, 530 So.2d 940 (Fla 5th DCA 1987). Relevant v. Irrelevant Testimony: Testimony must be probative or competent as to whether the standards in the City laws have been satisfied. The merits of the application rather than the number of opponents should be the controlling consideration.

City Attorney Bach reviewed examples of irrelevant testimony: application for final residential neighborhood plat: neighbors testify as to increased traffic, light, and noise problems if approved
Application for rezoning for medical marijuana dispensary: residents testify they object to use of marijuana and dispensary would attract undesirable patients to neighborhood. Application for rezoning from commercial to residential for tiny home development: residents testify their objections that tiny homes decrease property values, increase traffic, and are not aesthetically appropriate for the City.

City Attorney Bach commented on findings of fact: findings of fact for rezoning cases are not required to be in writing. However, written findings of fact can be helpful to avoid arbitrary or politically motivated rezoning decisions and support the consistency requirement for rezonings to be consistent with the Comprehensive Plan. Other types of quasi-judicial decisions shall have written findings of fact.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:28 pm.

ATTEST:

CAROLINE BEST

JOHN A. MILLER

DRAFT

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City Clerk

Mayor

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2018-165
Multi-Bank Securities Account Authorization

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-165.

SYNOPSIS:

The City Charter Section 58 gives authority to the Comptroller to invest City funds and the Multi-Bank Securities account used for investing funds needs to be updated authorizing and naming the new Comptroller, Pauline Testagrose.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-165.

Dale Martin, City Manager 11/08/2018

Tammi E. Bach, City Attorney 11/09/2018

Date: October 22, 2018

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2018-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE COMPTROLLER AND CITY MANAGER ESTABLISHMENT AND MAINTENANCE AUTHORITY WITH THE CITY'S MULTI-BANK SECURITIES ACCOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter Section 58 gives authority to the Comptroller to invest City funds; and

WHEREAS, the Multi-Bank Securities account used for investing funds needs to be updated authorizing and naming the new Comptroller, Pauline Testagrose; and

WHEREAS, staff has completed the required authorization form, Non-Corporate Resolution.

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 Multi-Bank Securities Non-Corporate Resolution Form, attached hereto as Exhibit "A", authorizing Pauline Testagrose and Dale Martin to act on the City's behalf on the Multi-Bank Securities account.

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

ADOPTED this 20th day of November, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner - Mayor

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney



MULTI-BANK SECURITIES, INC.®

NON-CORPORATE RESOLUTION FORM

I. IDENTIFICATION OF QUALIFIED INTERMEDIARY / WITHHOLDING ENTITY

LEGAL NAME OF ORGANIZATION: _____

TYPE OF ORGANIZATION: _____

ACCOUNT NUMBER: _____

Be it resolved that each of the following has been duly elected or appointed and is now legally holding the title set opposite his/her name.

_____	_____
(Name of Authorized Person)	(Title)
_____	_____
(Name of Authorized Person)	(Title)
_____	_____
(Name of Authorized Person)	(Title)

II. CERTIFICATION

I, _____ of
(Name and Title of Officer or Partner signing this Non-Corporate Resolution)

_____ hereby certify that said organization is duly and legally
(Name of Organization)

organized and existing and that a quorum of the _____
(Name of Governing Body of Organization)

of said Organization attended a meeting duly held on the _____ day of _____, 20____

at which the following resolutions were duly adopted, and that such resolutions are in full force and effect on this date and

do not conflict with the _____ of said organization.
(Name of Governing Rules)

I further certify that I have the authority to execute this Non-Corporate Resolution on behalf of said Organization, and that

the _____ of the Organization which took the action called for by the
(Name of Governing Body of Organization)

resolutions annexed hereto has the power to take such action.

*SIGNATURE:  DATE: _____

TITLE: _____

***The signer should be someone other than one of the authorized person(s) named above. However, if signed by an authorized person named above, the Fed Wire Letter of Authorization and/or ACH Authorization Agreement must be signed by an authorized person other than the signer of this document.**

III. RESOLUTIONS

Certified Copy Of Certain Resolutions by the Governing Body of Said Organization Whereby the Establishment and Maintenance of Accounts Have Been Authorized.

RESOLVED –

FIRST: That the named Authorized Persons of this organization or _____ or _____ be and they hereby are, and each of them is, authorized and empowered, for and on behalf of this organization (herein called the “Organization”), to establish and maintain one or more accounts with Multi-Bank Securities, Inc. (herein called the “Brokers”) and Pershing LLC, its successors or assigns, and for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with;

(a) THIS PARAGRAPH PERMITS CASH TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise;

(b) THIS PARAGRAPH PERMITS CASH AND MARGIN TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise; and margin transactions, including short sales;

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said Authorized Persons and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the Organization to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such Authorized Persons and/or drafts drawn upon the funds of the Organization such sums as may be necessary in connection with any of the said accounts to deposit funds with the Brokers; to deliver securities and/or contracts to the Brokers; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer record of any securities, or contracts, or titles, to any name selected by any of the said Authorized Persons or agents; to affix the Organization’s seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Organization all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities, to borrow money and securities, if applicable, and to secure repayment thereof with the property of the Organization; to appoint any other person or persons to do any and all things which any and all things which any of the said Authorized Persons and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such Authorized Persons and/or agents with respect thereto.

SECOND: That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Organization directly.

THIRD: That the person signing this Non-corporate Resolution on behalf of the Organization be and hereby is authorized, empowered and directed to certify to the Brokers:

- (a) a true copy of these resolutions;
- (b) specimen signatures of each and every person by these resolutions empowered;
- (c) a certificate (which, if required by brokers, shall be supported by an opinion of the general counsel of the Organization, or other counsel satisfactory to the Brokers) that the Organization is duly organized and existing, that its governing rules empower it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the governing rules of the Organization or otherwise.

FOURTH: That the Brokers may rely upon the certified copy of the resolutions, specimen signatures, and certificate, as continuing fully effective unless and until the Brokers shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision. nor shall the fact that any person hereby empowered ceases to be an Authorized Person of the Organization or becomes an Authorized Person under some title, in any way affect the powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these resolutions.

FIFTH: That in the event of any change in the office of powers of persons hereby empowered, an Authorized Person shall certify such changes to the Brokers in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

SIXTH: That the Authorized Persons of the Organization be, and hereby is, authorized and empowered to countersign items as aforesaid.

SEVENTH: That the foregoing resolutions and the certificates actually furnished to the Brokers by the Authorized Person of pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-166
Agreement Approval - Maharaj Tennis, LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-166.

SYNOPSIS: Maharaj Tennis, LLC. has been instructing tennis for the City of Fernandina Beach since 2014. The current agreement expired on November 1, 2018, and the Parks and Recreation Department wishes to continue this successful program by renewing the agreement with Maharaj Tennis, LLC .

FISCAL IMPACT: The City retains 20% of the revenue generated from this program, which is approximately \$19,000 annually.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-166.

Nan Voit, Parks & Recreation Director	11/06/2018
Dale Martin, City Manager	11/08/2018
Pauline Testagrose, Comptroller	11/09/2018
Tammi E. Bach, City Attorney	11/09/2018

Date: October 30, 2018

Submitted By: Nan Voit, Parks & Recreation Director

COMMISSION ACTION: Adopt

RESOLUTION 2018-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE AGREEMENT BETWEEN VISHNU AND MICHELE MAHARAJ AND THE CITY OF FERNANDINA BEACH TO FURNISH PROFESSIONAL TENNIS SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach wishes to contract out professional tennis services; and

WHEREAS, Vishnu and Michele Maharaj are able to provide such services to the City; and

WHEREAS, both parties desire to enter into an agreement with specific services to be provided at the City Central Park Tennis Courts; and

WHEREAS, the agreement will be for a term of one year, with an option for two additional one-year renewals.

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 Agreement to Furnish Professional Tennis Services, attached hereto as Exhibit "A," between the City of Fernandina Beach and Vishnu and Michele Maharaj.

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

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

ADOPTED this 20th day of November, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

AGREEMENT TO FURNISH TENNIS PROFESSIONAL SERVICES TO THE

CITY OF FERNANDINA BEACH

This AGREEMENT made on the 30 day of Oct, 2018 between the **City of Fernandina Beach**, a municipal corporation whose address at 204 Ash Street, Fernandina Beach, Florida 32034 ("CITY") and the TENNIS PROFESSIONAL, Vishnu and Michele Maharaj, two Florida residents, whose address is 86087 Montauk Drive, Fernandina Beach, Florida, 32034 (hereinafter referred to as "TENNIS PRO").

The TENNIS PRO, agrees to provide professional services to the City of Fernandina Beach, as follows:

ARTICLE 1 - SCOPE OF SERVICES

The parties hereto agree that under this Agreement, the TENNIS PRO will provide professional services of a specified nature as described herein:

The TENNIS PRO will coordinate leagues, tournaments, kids' camps, clinics, and lessons. This will include recruiting players for the activities as well as providing a balanced tennis-activities mix for all ages and abilities. The environment should promote tennis for fun, health and skill.

Tennis programs must be structured for both children and adults and shall include, but not be limited to, programs as public demand dictates to promote tennis in the community.

The TENNIS PRO shall be responsible for cleaning the courts surface of debris during his/her scheduled programs and shall notify the City and recommend replacement and/or repair of nets, courts, lighting and fencing.

If for some reason the TENNIS PRO is absent a USPTA Certified Pro or other Certified Pro from a pre-approved list can fill in for lessons. A pre-approved instructor can fill in for clinics; this person not having to be a certified pro.

TENNIS PRO shall be permitted to use the facility known as Central Park Tennis Courts, located at 1218 Atlantic Avenue, Fernandina Beach, FL 32034, for the purpose of offering its program to the general public.

TENNIS PRO shall be permitted the use of courts 1 and 2 Monday through Sunday from 7:00 am to 9:00 pm. If courts 3 and 4 are needed, the TENNIS PRO can request usage through the Parks and Recreation Department.

As a condition to the TENNIS PRO's right to use the facility herein, TENNIS PRO agrees to and shall comply with the following:

- a. TENNIS PRO shall operate and maintain a community service or program open to the general public.
- b. TENNIS PRO shall not exclude any person from its programs or services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
- c. TENNIS PRO shall have a competent, responsible and able person on the premises at all times when its services or programs are being offered (USPTA Certified Pro for lessons and an instructor from a

pre-approved list for clinics/camps).

d. The needs of the community shall be given consideration in the planning of TENNIS PRO's programs or services, and therefore the parties agree that joint meetings will be held as needed, to facilitate mutual cooperation and to make possible regular re-examination of the effectiveness of the TENNIS PRO's program at the facility.

e. CITY shall have the right, acting through its agents or employees, to enter upon the premises at reasonable hours and times for the purpose of making inspections.

f. TENNIS PRO shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of the CITY.

g. All program or service registration payments will be made through the CITY Parks and Recreation Department administrative office located at 2500 Atlantic Avenue, Fernandina Beach, FL during regular business hours. The Pro may accept checks on the court but no cash payment is permitted except at the administrative office.

h. TENNIS PRO will provide services that follow the fee schedule submitted by the TENNIS PRO (see attachment A). If changes are to be made in the fee schedule once operation begins, TENNIS PRO will first submit the proposed new fee to the Director of Parks and Recreation or designee for approval.

h. TENNIS PRO shall, at all times, abide by all Federal, State and local laws, in the operation of its programs or services at the facility.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the 1st day of November, 2018 and shall terminate one (1) year from that date. The CITY reserves the right to extend the contract for two (2) additional one (1) year terms providing both parties agree to the extension, and such extension is approved by the CITY.

A. TENNIS PRO/CITY Compensation

The CITY shall collect and deposit all tennis related receipts. At least monthly, but no later than ten (10) days after each month's end the CITY will compensate the TENNIS PRO for service in accordance with the fee schedule below.

For use of the facilities, CITY shall compensate the TENNIS PRO, 80% of the gross tennis related revenues from the programs or services offered at the CITY's tennis facilities.

The TENNIS PRO agrees to provide the programs and services in accordance with the fees and program descriptions described in Exhibit "A", attached hereto and incorporated fully herein by this reference. Any changes to Exhibit "A" shall be submitted to the CITY by the TENNIS PRO at least seven (7) business days prior to implementation.

B. Reimbursable Expenses

The TENNIS PRO's out-of-pocket expenses including, but not limited to, travel, insurance and living expenses are the sole responsibility of the TENNIS PRO.

C. Advertising/Incidental Expenses

Printing and reproduction using CITY copier, use of CITY computer equipment and CITY field equipment used by the TENNIS PRO for advertising are the responsibility of the CITY. Charges for use of TENNIS PRO's equipment, stringing machine, ball machine and personal automobiles are the responsibility of the TENNIS PRO.

D. Monthly Reporting

The TENNIS PRO shall be responsible for recording all registration information to include participants names; phone number; addresses; amounts, and dates. The Pro will also be responsible for contacting participants for rainouts and other changes that may need to be communicated to participants. The Pro will notify the City of Fernandina Beach Parks and Recreation Department immediately of important changes so that the info can be passed along to participants that may contact the Parks and Recreation Department for updated changes. The Pro will be provided an area at the Atlantic Recreation Center to do the required administrative work. Original or duplicate copies of registration forms must be kept at the administrative office.

The CITY shall make available to the TENNIS PRO, upon request, monthly reports of revenues and numbers of program participants.

ARTICLE 3 - TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. Starting Work

The TENNIS PRO will not begin work on any of the services listed in Article I until authorized in writing to proceed by the CITY.

B. Services in Connection with Claims and Litigation

The scope and extent of services to be provided under this Agreement does not include personal time of the TENNIS PRO or time of personnel working under sub-agreements and related expenses required or requested to support, document, bring, defend, or assist in litigation and/or claims, undertaken by or defended by the City of Fernandina Beach.

C. Force Majeure

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The TENNIS PRO or City of Fernandina Beach may suspend its performance on any assignment as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the TENNIS PRO or City of Fernandina Beach shall resume its performance as soon as is reasonably possible.

D. Approval of Changes

The City of Fernandina Beach must approve any changes in the scope or other conditions under which the services specified or referred to herein are to be performed which result in additional costs or expenses to the City of Fernandina Beach or which would change the underlying substance of this Agreement. Changes include, but are not limited to: issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

E. Termination

The City of Fernandina Beach or the TENNIS PRO may terminate, suspend, or delay this Agreement for any reason by giving at least thirty (30) days written notice to the other party of their intent to terminate, suspend, or delay. In the event the agreement is terminated, suspended or delayed by the City of Fernandina Beach for reasons unrelated to the quality of work provided by the TENNIS PRO, the City of Fernandina Beach shall forthwith pay the TENNIS PRO in full for all work previously authorized and actually performed prior to the Notice of Termination, Suspension or Delay. This payment shall be the sole financial obligation or responsibility of the City of Fernandina Beach for

compensation hereunder in the event of termination, suspension or delay in accordance with the provisions of this paragraph. This agreement shall continue in effect until a Notice of Termination, Suspension or Delay is given by either party as set forth above. Upon termination, suspension or delay, at the City of Fernandina Beach's request, the TENNIS PRO shall turn over to the City of Fernandina Beach all keys and City equipment up to the date of termination, suspension or delay.

ARTICLE 4 INSURANCE AND INDEMNIFICATION

RELEASE AND INDEMNIFICATION

The TENNIS PRO does hereby consent to, understand, acknowledge and agree to assume all risks and hazards incidental to use of the City's tennis facilities. The TENNIS PRO does further promise and hereby further agrees to waive, release, absolve, and covenant not to sue the City of Fernandina Beach, its mayor, commissioners, employees, officers, volunteers, representatives, attorneys and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of TENNIS PRO's use of the City's tennis facilities. **THIS RELEASE INCLUDES A RELEASE FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY AND ALL NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF THE CITY OF FERNANDINA BEACH, ITS MAYOR, COMMISSIONERS, EMPLOYEES, OFFICERS, VOLUNTEERS, REPRESENTATIVES, ATTORNEYS AND AGENTS.**

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

INSURANCE

Prior to Award, the CITY of Fernandina Beach shall be furnished proof of insurance coverage as follows:

A. Certificate of Insurance

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY of Fernandina Beach and a copy to TENNIS PRO at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the CITY of Fernandina Beach, naming the CITY as additional insured, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the CITY of Fernandina Beach, TENNIS PRO shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY of Fernandina Beach or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of TENNIS PRO's obligations to fulfill the requirements of this Section.

B. Workers' Compensation Insurance

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

C. Liability Insurance

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

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent TENNIS PROs, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

ARTICLE 5 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.

All claims, counter-claims, disputes, and other matters in questions between the TENNIS PRO and the City of Fernandina Beach will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

B. Governing Laws

This Agreement shall be governed by the laws of the State of Florida.

C. Venue

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fourth Judicial Circuit Court, in and for Nassau County, Florida, and the jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

D. Attorney's Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations

hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney's fees, as may be set by the Court.

ARTICLE 6 - CLOSING

A. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings

The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written:

CITY OF FERNANDINA BEACH, FLORIDA
a municipal corporation

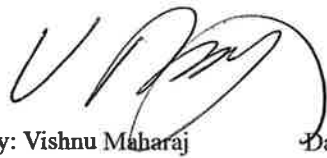
VISHNU AND MICHELE MAHARAJ

By: Dale L. Martin, City Manager

It's: City Manager

By: Vishnu Maharaj

Date

 10/30/18

 10/30/2018

By: Michele Maharaj

Date

ATTEST:

WITNESS:

By: Caroline Best

Date

Date

It's: City Clerk

By:

APPROVED AS TO FORM AND LEGALITY:



11/13/2018

By: Tammi E. Bach

Date

It's: City Attorney

Tennis Professional Services
RFP 10-102

Maharaj Tennis Fee Schedule 2018

Private Lesson with Vishnu Maharaj, Director of Tennis: \$60.00 per hour

Private Lesson with Assistant Tennis Professionals: \$50.00 per hour

Adult Clinics: \$15.00 per person per 1.5 hours / \$10.00 per hour

Junior Clinics: \$12.00 per person per 1.5 hours / \$9.00 per hour

The above fees are stated for City of Fernandina Beach residents. There is a 25% surcharge applied to all fees for non- city residents.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-167
Facilities Use Agreement - Driving Dynamics, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-167.

SYNOPSIS: The attached Facilities Use Agreement will provide for use of the remote parking pavement area between Runway 9/27 and Taxiway C (closed Runway 18/36) at the Fernandina Beach Municipal Airport for defensive driver safety training courses on November 29 and November 30, 2018.

The Fernandina Beach Municipal Airport 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 2018-167.

Nicole Bednar, Administrative Services Manager	11/06/2018
Dale Martin, City Manager	11/08/2018
Pauline Testagrose, Comptroller	11/09/2018
Tammi E. Bach, City Attorney	11/09/2018
Katie Newton, Legal Assistant	11/13/2018

Date: November 01, 2018

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2018-167

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 November 29 and November 30, 2018; and

WHEREAS, such use of Airport property will be the pavement area of remote parking area (closed Runway 18/36) between Runway 9/27 and Taxiway C, and such training activity will not affect normal operations of the Airport; and

WHEREAS, the Fernandina Beach Municipal Airport 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 of the City Attorney.

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

ADOPTED this 20th day of November, 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 FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 20th day of November, 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 258 Chapman Road, Suite 201, Newark, DE 19702 (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 driver training classes during the period November 29 and November 30, 2018.
2. USER will set up and use the FACILITY on a continuous basis during this period on the remote parking pavement area between Runway 9/27 and Taxiway C (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, Logistics Manager
258 Chapman Road, Suite 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: 

By: Paula Lanouette
Driving Dynamics
Its: Logistics Manager

101 _____
Employer ID #

CITY OF FERNANDINA BEACH

By: _____
Dale L. Martin
Its: City Manager

By: _____
Caroline Best
Its: City Clerk

Approved as to Form and Legality:


Tammi E. Bach, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2018

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: Dionna Spina
Liberty Insurance Associates, Inc.	PHONE (A/C, No, Ext): (732) 792-7000
525 State Route 33	FAX (A/C, No):
	E-MAIL ADDRESS: dspina@lanet.com
Millstone Twp. NJ 08535	INSURER(S) AFFORDING COVERAGE
	INSURER A: Citizens Insurance of America
	INSURER B: Hanover Insurance
	INSURER C: National Liability & Fire Insurance
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2018-19 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			ZBY885271507	09/01/2018	09/01/2019	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
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			70APB002567	07/16/2018	07/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UHY878487507	09/01/2018	09/01/2019	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WHY906675206	04/09/2018	04/09/2019	☒ PER STATUTE ☐ OTHER 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 included as additional insured if required in a written contract with our named insured subject to the policy terms and conditions. Attached additional insured form CG2026 07/04, CG2010 07/04 and CG2033 07/04 applies for General Liability.

CERTIFICATE HOLDER	CANCELLATION
Fernandina Beach Municipal Airport 204 Ash Street Fernandina Beach FL 32034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-168
Budget Amendment - Streets

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-168.

SYNOPSIS: The City adopts and operates under a budget for the fiscal year and the City Charter requires the City Commission approve any budget amendment over \$7,500.

This Resolution approves a budget transfer of \$45,350 from the City Manager Professional Services account, 0011210 53100, to Streets Professional Services account, 0014100 53100, for a professional services contract with IMS Infrastructure Management Services for pavement management consulting services that was anticipated to be completed in Fiscal Year 2017/2018.

FISCAL IMPACT: Funds are available in the account 0011210 53100 for this transfer.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-168.

Pauline Testagrose, Comptroller	11/09/2018
Nicole Bednar, Administrative Services Manager	11/09/2018
Dale Martin, City Manager	11/13/2018
Tammi E. Bach, City Attorney	11/13/2018
Katie Newton, Legal Assistant	11/13/2018

Date: November 09, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-168

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2018/2019; 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, when the Fiscal Year 2018/2019 budget was prepared, it was anticipated that the professional services contract with IMS Infrastructure Management Services for pavement management consulting services would be completed in Fiscal Year 2017/2018; and

WHEREAS, a budget amendment to the Fiscal Year 2018/2019 budget is needed to reallocate the expenses associated with this contract; and

WHEREAS, staff recommends a budget transfer from the City Manager Professional Services account, 0011210 53100, for \$45,350 to the Streets Professional Services account, 0014100 53100.

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 budget transfer from the City Manager Professional Services account, 0011210 53100, for \$45,350 to the Streets Professional Services account, 0014100 53100.

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

ADOPTED this 20th day of November, 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

RESOLUTION 2018-66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE RFQ #2018-05 EVALUATION COMMITTEE TO ENTER INTO AN AGREEMENT BETWEEN IMS INFRASTRUCTURE MANAGEMENT SERVICES AND THE CITY OF FERNANDINA BEACH FOR THE EXAMINATION, ANALYZATION, AND PRIORITIZATION OF CITY ROAD NEEDS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 23, 2018, the City received five proposals for the project; and

WHEREAS, on April 11, 2018, the City's RFQ #2018-05 Evaluation Committee reviewed and evaluated each of the five packages received; and

WHEREAS, the members of the Evaluation Committee unanimously selected IMS Infrastructure Management Services to render the services required as advertised for RFQ #2018-05; and

WHEREAS, the Evaluation Committee recommends that the City Commission authorize the City Manager to negotiate a professional services contract with IMS Infrastructure Management Services for Pavement Management Consulting Services; and

WHEREAS, funds are budgeted for this project in the Streets Professional Services account #0014100 53100.

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 recommendation of the Evaluation Committee to engage in an agreement between IMS Infrastructure Management Services and the City of Fernandina Beach for Pavement Management Consulting Services.

SECTION 2. The City Manager is hereby authorized to negotiate a professional services contract with the highest ranked firm, IMS Infrastructure Management Services, in an amount not to exceed \$49,500.

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

ADOPTED this 1st day of May, 2018.

ATTEST:



Caroline Best
City Clerk

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE CITY OF FERNANDINA BEACH, FLORIDA

This AGREEMENT made on the 1st day of May, 2018 between the **City of Fernandina Beach**, a municipal corporation whose address at 204 Ash Street, Fernandina Beach, Florida 32034 ("CITY") and the consultant, **IMS Infrastructure Management Services, LLC**, whose address is 1820 W. Drake Drive, Suite 104, Tempe, AZ 85283, ("CONSULTANT").

For the consideration hereinafter set forth, IMS Infrastructure Management Services, LLC, hereinafter referred to as the CONSULTANT, agrees to provide professional services to the City of Fernandina Beach, as follows:

ARTICLE 1 - SCOPE OF SERVICES

The parties hereto agree that under this Agreement, the CONSULTANT will provide professional services of a specified nature as described in RFQ 2018-05, Appendix "A", attached hereto and incorporated as if fully set forth herein, when and if the City of Fernandina Beach requests the CONSULTANT to provide such services.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on June 4, 2018. The period of this Agreement shall be for one year from the signing of this Agreement and may be renewed for successive one year periods subject to the adjustments of costs and fees

A. Fees

As consideration for providing the services enumerated in Article I, the City of Fernandina Beach shall pay the CONSULTANT fees as defined in the purchase or task order. The CONSULTANT's fees shall be based on one of the following as requested by the City of Fernandina Beach and as determined in each purchase or task order:

1. Lump Sum Method - Wherein the City of Fernandina Beach shall pay the CONSULTANT an agreed upon lump sum amount, which includes all of The CONSULTANT's Direct Salary, Overhead Costs, Direct Expenses, Sub-contractors, and Profit.
2. Standard Hourly Rate Method (Time and Material Not to Exceed) - Wherein the City of Fernandina Beach shall pay the CONSULTANT the agreed upon hourly rates for time actually engaged on the work covered by this agreement. The hourly rate for services provided is listed in Appendix "B."
3. Other methods of payment as agreed to by both parties and as described in the purchase or task order.

B. Direct Project Expenses

Charges for printing, reproduction, field equipment, and any laboratory analysis performed by the CONSULTANT, and the use of the CONSULTANT's and employee's automobiles will be charged in accordance with the CONSULTANT's standard rates as determined in each purchase or task order.

C. Status Report

The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice (format to be provided by City). In no case shall the CONSULTANT bill the City of Fernandina Beach for more than one hundred (100) percent of the previously agreed upon purchase order or task order fee,

unless authorized by the City of Fernandina Beach in writing.

D. Standard Hourly-Rate--Definition

The CONSULTANT's standard hourly and overtime rates shall be provided to the City of Fernandina Beach if required for future purchase or task orders. The CONSULTANT's hourly rates will be negotiated for each individual task order, and will be applicable through the duration of the task or purchase order.

ARTICLE 3 - TERMS OF PAYMENT

A. Monthly Invoices

The CONSULTANT shall submit invoices once each month to the City of Fernandina Beach for the services performed and the expenses and other charges accounted for under this agreement during the preceding month. Separate invoices shall be submitted for each task order or purchase order. Payment as prescribed in Article 2 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Payment of Expenses

Payments on account of expenses shall be made monthly upon presentation of the statement of expenses incurred. Documentation supporting the reimbursable expenses must be attached to the statement. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or his designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

C. Sales Tax

The CONSULTANT shall pay all applicable sales taxes; or the City of Fernandina Beach shall provide to the CONSULTANT the tax exemption information, where appropriate.

ARTICLE 4 - TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. Starting Work

The CONSULTANT will not begin work on any of the services listed in Article I and Exhibit "A" until issuance of a Notice to Proceed by the City Manager.

B. Information Provided by Owner

The City of Fernandina Beach shall make available to the CONSULTANT all technical data in the City of Fernandina Beach's possession, including previous plans, studies, analytical data, maps, surveys, borings, and other information required by the CONSULTANT. The City shall not be liable for the accuracy of information supplied to the CONSULTANT.

C. Cost Estimating

The estimates of project or construction cost for any task(s) provided for herein are to be prepared by the CONSULTANT through exercise of their experience and judgment in applying presently available cost data, but it is recognized that the CONSULTANT has no control over the cost of labor and materials or over competitive bidding procedures and market conditions, so that the CONSULTANT cannot warrant that the project or construction costs will not vary from the CONSULTANT's cost estimates.

D. Suspension of Work

If any services covered by this agreement to be carried out by the CONSULTANT shall be suspended, abated, or abandoned at the direction of the City of Fernandina Beach for reasons unrelated to the quality of work provided by the CONSULTANT, the City of Fernandina Beach shall pay the CONSULTANT for services actually rendered for such suspended, abated, or abandoned work, and any reasonable additional documented costs incurred in an orderly closing of its activities, with the payment to be based on the fees as established in this agreement.

E. Adjustment for Extended Services

Unless otherwise provided in a task order or purchase order issued under this agreement, if the services covered under this agreement have not been completed upon the expiration of a twelve (12) month period from the date of execution of any purchase order or task order, the CONSULTANT may, upon, written notice, request a renegotiation for the fee compensation for services rendered to allow for changes in the cost of service.

F. Services in Connection with Claims and Litigation

The scope and extent of services to be provided under a purchase order or task order does not include personnel time of the CONSULTANT or time of personnel working under subagreements and related expenses required or requested to support, document, bring, defend, or assist in litigation and/or claims undertaken by or defended by the City of Fernandina Beach. All such services required or requested of the CONSULTANT shall be considered additional services entitling the CONSULTANT to additional compensation under this agreement. The amount of such additional compensation shall be set forth in a separate task order as reviewed and approved by the City. The CONSULTANT shall be entitled to such additional compensation until and unless there is a finding by a court of competent jurisdiction that the CONSULTANT is liable for damages to the City of Fernandina Beach for the acts giving rise to and requiring the requested services and expenses.

G. Ownership of Documents

If applicable, the drawings, specifications, reports, calculations, supporting documents, or other work products which are listed as deliverables in a purchase order or task order shall become the property of the City of Fernandina Beach upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City of Fernandina Beach Accepts sole responsibility for the City's reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

H. Account Records

The CONSULTANT's accounting records, insofar as they pertain to invoicing the City of Fernandina Beach or to disbursements made from the CONSULTANT's account for work under this agreement, shall be open to City of Fernandina Beach's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for three (3) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

I. Force Majeure

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or City of Fernandina Beach may suspend its performance on any assignment as a result of a force majeure without being in default of this agreement, but upon the removal of such force majeure, the CONSULTANT or City of Fernandina

Beach shall resume its performance as soon as is reasonably possible.

J. Approval of Changes

The City of Fernandina Beach must approve in writing any changes in the scope, specifications, or other conditions under which the services specified or referred to herein are to be performed which result in additional costs or expenses to the City of Fernandina Beach or which would change the underlying purpose of the purchase or task order. Changes include, but are not limited to: issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

K. Authorized Representative

Before starting work the CONSULTANT shall designate an authorized representative acceptable to the City of Fernandina Beach to represent and act for the CONSULTANT and shall inform the City of Fernandina Beach in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City of Fernandina Beach informed of any subsequent changes in the foregoing. All notices, determinations, instructions, and other communications given to the authorized representative by the City of Fernandina Beach shall be binding upon the CONSULTANT and City of Fernandina Beach. The authorized representative of the City of Fernandina Beach shall be the City Manager or his designee.

L. Termination

The City of Fernandina Beach or the CONSULTANT may terminate, suspend, or delay this agreement for any reason by giving at least thirty (30) days written notice to the other party of their intent to terminate, suspend, or delay. In the event the agreement is terminated, suspended or delayed by the City of Fernandina Beach for reasons unrelated to the quality of work provided by the CONSULTANT, the City of Fernandina Beach shall forthwith pay the CONSULTANT in full for all work previously authorized and actually performed prior to the Notice of Termination, Suspension or Delay. This payment shall be the sole financial obligation or responsibility of the City of Fernandina Beach for compensation hereunder in the event of termination, suspension or delay in accordance with the provisions of this paragraph. This agreement shall continue in effect until a Notice of Termination, Suspension or Delay is given by either party as set forth above. Upon termination, suspension or delay, at the City of Fernandina Beach's request, the CONSULTANT shall turn over to the City of Fernandina Beach all work products and deliverables completed or partially completed up to the date of termination, suspension or delay, including but not limited to, subcontractor work products, reports, surveys, drawings, model results, and specifications. The City of Fernandina Beach shall have full rights to use all such work products and deliverables for any project, and in any manner, in the sole discretion of the City. The City of Fernandina Beach accepts sole responsibility for the use of the above-referenced work products and deliverables unless prior written approval is obtained from the CONSULTANT.

ARTICLE 5 - ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided under a purchase or task order issued pursuant to this agreement, or pursuant to any other method or manner utilized by the parties for determining the cost of services or work to be provided by the CONSULTANT, must be approved in writing by the City of Fernandina Beach. If such additional costs are not authorized by the City of Fernandina Beach in writing, no payment for such additional costs shall be made.

SubCONSULTANTS

Charges for the services of outside CONSULTANTs and specialists (hereinafter called SUBCONSULTANTS) are as follows:

1. Labor Services - The labor services of approved SubCONSULTANTS, whose expertise is required within the scope of the CONSULTANT's work, will be invoiced in accordance with the executed task or purchase order.

2. Out of Scope Expertise - The services of approved SubCONSULTANTS, including but not limited to construction managers, engineers and architects, whose expertise is outside the scope of the CONSULTANT's work and/or who are retained by the CONSULTANT as a convenience to the City of Fernandina Beach, will be charged at the cost of such services to the CONSULTANT plus an administrative handling fee, as negotiated with, and agreed to, by the City of Fernandina Beach.

3. Approval - The use of any SubCONSULTANT, professional service or specialist referenced in Paragraphs 1 and 2 above must be approved by the City of Fernandina Beach in writing before such SubCONSULTANTS or specialists may be retained by the CONSULTANT.

ARTICLE 6 - CITY OF FERNANDINA BEACH'S RESPONSIBILITIES

A. Criteria

Provide all criteria and full information concerning the City of Fernandina Beach's requirements of the purchase order or task order, including objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which the City of Fernandina Beach will require to be included in the drawings and specifications.

B. Available Information

Assist the CONSULTANT by placing at their disposal all pertinent available information including previous reports and data relevant to the CONSULTANT's services.

C. Service of Others

Furnish to the CONSULTANT, as required for performance of the CONSULTANT's services, those services identified as City responsibilities in the Scope of Services.

D. Examine Work of the CONSULTANT

Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, and other CONSULTANTS as City of Fernandina Beach deems appropriate for such examination, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

E. Approvals and Permits

Unless otherwise provided in a purchase or task order, furnish approvals and permits from all governmental authorities having jurisdiction over the project(s) and such approvals and consents from others as may be necessary for completion of the project(s).

F. Costs

Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 12 INSURANCE AND INDEMNIFICATION

A. Indemnification

The parties recognize that the CONSULTANT is an independent contractor. The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers and employees, from and against liability and reasonable expense, including reasonable attorney's fees, in connection with claims, demands, damages, actions, causes of action, and suits, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the sole negligence, recklessness, or intentionally wrongful conduct of

the CONSULTANT, its agents, officers, contractors, subcontractors, employees, or anyone else employed by the CONSULTANT in the performance of this Agreement. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT 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. Neither party shall be liable for, and each party expressly waives and releases the other party from, and against, any and all consequential, indirect, punitive, or special damages. Liability under this Contract shall be limited to contractual amounts paid within the last year under the Agreement

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as 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.

B. CONSULTANT's Status as an Independent Contractor

That status of the CONSULTANT under this agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the City of Fernandina Beach and the CONSULTANT, nor shall the CONSULTANT be an agent of the City of Fernandina Beach.

C. Waiver of Subrogation

The City of Fernandina Beach and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City of Fernandina Beach and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subCONSULTANTS and their subcontractors and suppliers.

The City of Fernandina Beach and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subCONSULTANTS and their subcontractors and suppliers.

If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

D. CONSULTANT's Insurance

The CONSULTANT shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City of Fernandina Beach, and has named the City of Fernandina Beach as an additional insured, except for Worker's Compensation Coverage and Professional Liability, nor shall the CONSULTANT allow any SubCONSULTANT to commence work under this agreement until all similar insurance required of the SubCONSULTANT has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City of Fernandina Beach in writing.

The CONSULTANT's insurance, and the insurance of any other party bound to the CONSULTANT shall be considered primary for the additional insureds stated above. The City of Fernandina Beach's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

E. Loss Deductible

The City of Fernandina Beach shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT.

F. SubCONSULTANT's Insurance

The CONSULTANT shall require each of his SubCONSULTANTS to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of his subCONSULTANTS in his policy as required in this Article.

G. Certificate of Insurance

The City of Fernandina Beach shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will endeavor to mail notice to the City of Fernandina Beach and will mail a copy to the CONSULTANT at least thirty (30) days prior to any cancellation, or non-renewal of the policy, a 10 day notice applies in the event of cancellation due to non-payment of premium;
- Certificate of Insurance shall be in the form as approved by the City of Fernandina Beach and such Certificate shall clearly state all the coverage required in this Article;
- If requested by the City of Fernandina Beach, the CONSULTANT and all subcontractors/ subCONSULTANTS shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

H. Workers' Compensation Insurance

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

I. Liability Insurance

The CONSULTANT shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent contractors, Insured Contracts coverage, broad form property damage coverage, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.
- Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000 per occurrence
- Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

J. Professional Liability Insurance

During the term of this agreement and if specifically requested by City, the CONSULTANT will carry Errors and Omission insurance which will cover liability for negligent acts, errors or omissions, caused by the CONSULTANT. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate. The City of Fernandina Beach may require a higher limit as mutually agreed with the CONSULTANT for specific task orders.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The City of Fernandina Beach and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this agreement. Neither the City of Fernandina Beach nor the CONSULTANT shall assign, sublet, or transfer any interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City of Fernandina Beach, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Fernandina Beach and CONSULTANT.

ARTICLE 9 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.

All claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City of Fernandina Beach will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

B. Governing Laws

This agreement shall be governed by the laws of the State of Florida.

C. Venue

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fourth Judicial Circuit Court, in and for Nassau County, Florida, and the jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

D. Attorney's Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney's fees, as may be set by the Court.

ARTICLE 10 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract, and the City of Fernandina Beach may employ additional or other professional consulting firms to perform work contemplated by this agreement without liability to the City of Fernandina Beach.

ARTICLE 11 - CLOSING

A. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings

The headings of the sections of this agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement

This agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral.

D. Public Records Law Requirements for Consultants

Pursuant to Section 119.0701, Florida Statutes, Contractor/Consultant shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor/Consultant within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor/Consultant does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

ARTICLE 12 – NOTICE

Any notice given by either party shall be in writing and shall be given by email and return receipt requested, Federal Express or DHL courier, addressed to the parties at the addresses herein designated for each party or at such other addresses as they may hereafter designate in writing.

To: City Manager Dale L. Martin Address above on Page 1	To: Anthony Conyers 1820 W Drake Dr. Suite 104 Tempe, Arizona 85283
Phone: (904) 310-3103	Phone: 480.839.4347
Email: dmartin@fbfl.org	Email: aconyers@ims-rst.com

For legal notices, a copy shall be provided to:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written:

CITY OF FERNANDINA BEACH, FLORIDA,
a municipal corporation



Dale L. Martin, City Manager

CONSULTANT
IMS Infrastructure Management Services, LLC



Derek Turner, Chief Executive Officer

ATTEST:



Caroline Best, City Clerk

WITNESS:



APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach, City Attorney



**CITY OF FERNANDINA BEACH, FLORIDA
RFQ 2018-05
REQUEST FOR QUALIFICATIONS
PAVEMENT MANAGEMENT CONSULTANT**

SCOPE OF WORK

The City wishes to establish a baseline report of the condition of City roads and implement a pavement management program to maintain acceptable levels of service. The purpose of this project is to develop the following recommendations and funding/work plans for the City's road network:

- Development of recommendations for appropriate repair and maintenance, strategies in consideration of existing pavement sections, subsurface conditions, and drainage considerations.
- Plan to improve the condition of the overall road network to a reasonable level.
- Plan to maintain the road network making use of best practices associated with pavement management.
- Plan for projecting future road conditions and maintenance and construction costs based upon historic, current, and future traffic and funding.
- Prioritization of Projects

The desired services can likely be categorized as follows:

- Data Collection
 - Existing road network, traffic counts, and pavement conditions.
- Pavement Evaluation
 - Use of available data and, where necessary, pavement testing
 - Analysis and prioritization of recommended maintenance, repair, and construction options, and cost estimates for a ten (10)-year capital plan.
- Recommended Software
 - Information related to system requirements and training to monitor pavement management system, including integration with future geographic information systems.
- Public Information
 - Presentation of Executive Summary to the City Commission.

Appendix A



IMSINFR-01

ARACHEL

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.

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 American Insurance & Investment Corp. 6765 West Russell Rd Ste 150 Las Vegas, NV 89118	CONTACT NAME: April M. Rachel	
	PHONE (A/C, No, Ext): (702) 877-1760 FAX (A/C, No): (702) 877-0937	
	E-MAIL ADDRESS: april.rachel@american-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Prop Cas Co of America	25674
INSURED IMS Infrastructure Management Services, LLC 1820 W Drake Dr., Ste. 104 Tempe, AZ 85283	INSURER B : Travelers Indemnity Company	25658
	INSURER C : Travelers Cas Ins Co of America	19046
	INSURER D : Travelers Cas & Surety Co Amer	31194
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BFPD/XCU ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6809H179210	03/26/2018	03/26/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BA8923L36A18GRP	03/26/2018	03/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP8666Y370	03/26/2018	03/26/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB2K992554	04/19/2018	04/19/2019	☒ 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
D	Professional Liab.			106703766	03/25/2018	03/25/2019	Each Claim 2,000,000
D	Claims Made/Rpt'd			106703766	03/25/2018	03/25/2019	Aggregate 5,000,000

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

Professional Liability Retro: FULL PRIOR ACTS

Workers Compensation Coverage Excludes: Alan Sadowsky

City, its commissioners, mayor, officers and employees are, and have been endorsed, as an additional insured with respects to General Liability and Auto Liability on a primary and non contributory basis for general liability and automobile liability coverage for the duration of the contract term. Waiver of Subrogation applies to General Liability, Auto Liability, and Workers' Compensation per attached endorsement.
Cancellation Notice: 30 Days, 10 days notice for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Fernandina Beach Florida 204 Ash Street Fernandina Beach, FL 32034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products- completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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



We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE CONDITION – ENGINEERS, ARCHITECTS OR SURVEYORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces the part of the first paragraph of Paragraph 4., **Other Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that precedes Paragraph a.:

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies;
- (iii) Any risk retention group;
- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of

Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

2. The first Subparagraph (2) of Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

4. The following is added to Paragraph 4.b. **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS COVERAGE XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. Broadened Named Insured | K. Additional Insured – Lessor Of Leased Equipment |
| B. Incidental Medical Malpractice | L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises |
| C. Reasonable Force – Bodily Injury Or Property Damage | M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations |
| D. Non-Owned Watercraft – Increased To Up To 75 feet | N. Who Is An Insured – Newly Acquired Or Formed Organizations |
| E. Aircraft Chartered With Crew | O. Knowledge And Notice Of Occurrence Or Offense |
| F. Damage To Premises Rented To You | P. Unintentional Omission |
| G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion | Q. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract |
| H. Medical Payments – Increased Limit | R. Amended Insured Contract Definition – Railroad Easement |
| I. Increased Supplementary Payments | |
| J. Additional Insured – Owner, Manager Or Lessor Of Premises | |

PROVISIONS

A. BROADENED NAMED INSURED

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

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such additional organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above

does not apply to any "bodily injury" arising out of any providing or failing to provide first aid or "Good Samaritan services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES**:

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the

insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

(a) Less than 75 feet long; and

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

2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(a) Less than 75 feet long; and

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

3. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for "bodily injury" that arises out of the use of a watercraft that you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES**:

This exclusion does not apply to an aircraft that is:

(a) Chartered with crew to any insured;

- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for use of an aircraft that is:

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

F. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES**:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from such fire, explosion, or lightning; or
 - (5) Water,
- is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to Exclusion **a.**, **Knowing Violation Of Rights Of Another**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

H. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

I. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

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.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

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 \$500 a day because of time off from work.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an

insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you have signed that contract; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you under that written contract.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is

committed, after you have signed that written contract; and

- b. Is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less; and
- b. The insurance provided to such equipment lessor does not apply:
 - (1) To any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after the equipment lease expires; or
 - (2) If the equipment is leased with an operator.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit with respect to operations performed by you or on your behalf is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- (2) "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organizations, if you report such organization in writing to us within 180 days after you acquire or form it.

O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

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

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or of an offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust), or any "employee" (such as an insurance, loss control or risk manager or administrator) authorized by you to give notice of an "occurrence" or offense.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation, accident, or

health insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs **e. (1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under the Coverage Part may apply.

P. UNINTENTIONAL OMISSION

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

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY WRITTEN CONTRACT

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

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a written contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract signed by you prior to loss.

R. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE– This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE – GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL PROPERTY |
| D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS – INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b.** The airbags are not covered under any warranty; and
- c.** The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1)** The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a)** Overdue lease or loan payments at the time of the "loss";
- (b)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c)** Security deposits not returned by the lessor;
- (d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e)** Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: UB2K992554

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

DATE OF ISSUE:

ST ASSIGN: NV

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-169
Grant Agreement - Florida Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-169.

SYNOPSIS: The attached Public Transportation Grant Agreement (PTGA) provides funding for remarking of Runway 13/31 at the Fernandina Beach Municipal Airport.

This agreement is for a total project cost of \$50,000 with a 20% grant match requirement from the Airport fund. Therefore, maximum FDOT funding under this grant agreement would be \$40,000 with a \$10,000 match from the Airport fund.

This project and grant was budgeted for FY 18/19 and is included within the Airport's Five-Year Capital Improvement Plan.

FISCAL IMPACT: The proposed expense for this project is included in the Airport Improvements Account # 420 56300 in the FY 2018/2019 budget, and 80% of project cost would be reimbursed under this grant agreement.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-169.

Nicole Bednar, Administrative Services Manager	11/06/2018
Dale Martin, City Manager	11/08/2018
Pauline Testagrose, Comptroller	11/09/2018
Tammi E. Bach, City Attorney	11/09/2018

Date: October 29, 2018

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2018-169

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING A PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #44379519401 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REMARKING OF RUNWAY 13/31 AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has provided a public transportation grant agreement to authorize funds to remark Runway 13/31 at the Fernandina Beach Municipal Airport; and

WHEREAS, projected funding support from FDOT related to this project is expected to be a maximum of \$40,000; and

WHEREAS, this project is consistent with the Airport's Five-Year Capital Improvement Plan and proposed budget for Fiscal Year 2018/2019.

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 Public Transportation Grant Agreement #44379519401, attached hereto as Exhibit "A", for a total project cost in the amount of \$50,000, with a twenty percent match from the Airport fund resulting in a maximum of \$40,000 funding support from FDOT, for the remarking of Runway 13/31 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 20th day of November, 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

PUBLIC TRANSPORTATION
GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 443795-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596000317019
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into this ____ day of _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Fernandina Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in FERNANDINA BEACH MUNICIPAL APT RW 13/31 MARKINGS, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Additional Exhibit(s):

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2021. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- a. The estimated total cost of the Project is \$50,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$40,000, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

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the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

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with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. 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.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

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- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

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or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

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- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Fernandina Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): FERNANDINA BEACH MUNICIPAL APT RW 13/31 MARKINGS

B. Project Location (limits, city, county, map, illustration/graphic of project area): Fernandina Beach Municipal Airport/Fernandina Beach, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey costs, construction inspection costs, mobilization and demobilization, pavement marking removal, surface preparation, pavement markings, and safety barricades, including all materials, equipment, labor, and incidentals required to mark Runway 13/31. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Completely remark Runway 13-31 and runway hold lines.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
443795-1-94-01	DPTO	088719	2019	751000	55.004	Aviation Grant Program	\$40,000
443795-1-94-01	LF	088719	2019	751000	55.004	Aviation Grant Program	\$10,000
Total Financial Assistance							\$50,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$40,000	\$10,000	\$0	\$50,000	80.00	20.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$40,000	\$10,000	\$0	\$50,000			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Barbara Cloud

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
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- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Barbara Cloud or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the

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Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's

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use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the

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deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be from __ (insert restrict hours of operation), __ (insert days of the week for restricted operation), unless otherwise approved by the Operations Engineer, or designee.
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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NOTICE OF COMPLETION

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

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In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit "A", Project Description and Responsibilities, and Exhibit "B", Schedule of Financial Assistance, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, Florida Statutes, when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B2, Construction Certification, above and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

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- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

End of Exhibit E

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: 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 or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

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EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: FERNANDINA BEACH MUNICIPAL AIRPORT RUNWAY 13/31 MARKINGS
CSFA Number: 55.004
***Award Amount:** \$40,000

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-170
Presentation Date Amendment - Paid Beach Parking Plan

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-170.

SYNOPSIS: Resolution 2018-30 established a City Commission goal of determining whether to implement paid beach parking. The City Manager, based upon the efforts of a Beach Committee (appointed by the City Manager), recommended that paid beach parking be implemented in order to reduce the burden of beach operation costs on City residents (since data indicates the preponderance of beach users are, in fact, non-City residents).

The City Commission also subsequently adopted Resolution 2018-152 directing the City Manager to provide additional information related to paid beach parking. With the need for additional time to prepare the requested information as well as the transition of a new City Commissioner, the City Manager recommends that the paid beach parking discussion be deferred to the City Commission's annual visioning and goal-setting session (likely late January) before returning to a regular City Commission action for possible action.

FISCAL IMPACT: Projected revenue will provide funding to maintain and expand current beach operations, reducing the reliance upon General Fund tax revenues for such expenditures.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission amend Resolution 2018-170.

Dale Martin, City Manager	11/13/2018
Pauline Testagrose, Comptroller	11/13/2018
Tammi E. Bach, City Attorney	11/13/2018

Date: November 07, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-170

A RESOLUTION OF THE CITY COMMISSION OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2018-152 AUTHORIZING THE CITY MANAGER TO PREPARE A PAID BEACH PARKING PLAN AND ESTABLISHING A REVISED DATE FOR PRESENTATION OF SAID PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes the increasing financial burden of the costs of beach operations, including safety, cleanliness, maintenance, and capital needs, and further recognizes that because of continuing regional residential growth, the costs of beach operations will continue to increase; and

WHEREAS, to relieve at least a portion of the burden of the aforementioned costs from City residents for operations and facilities increasingly and frequently utilized by non-City residents, the City Commission, in Resolution No. 2018-30, established a series of goals related to City beaches:

- Develop a Beach Ranger Program
- Establish a Beach Committee
- Present an inventory of beach parking
- Determine whether (and where) to implement paid beach parking

WHEREAS, the City Manager, following the efforts of the Beach Committee, recommended that paid beach parking be implemented.

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

SECTION 1. The City Commission hereby instructs the City Manager to prepare a formal plan to consider the implementation of paid beach parking with the following conditions:

- a) City residents, validated through the review of drivers' licenses and motor vehicle registrations, will be exempt.
- b) Paid parking will be implemented at all City beach parking facilities.
- c) Paid parking will be implemented on a year-round basis.
- d) Prior to further consideration a detailed analysis of the projected expenses and revenues, including the underlying assumptions for the projections.
- e) Prior to further consideration a detailed analysis of the proposed method of enforcement including costs.
- f) Prior to further consideration a detailed analysis of how fines will be levied and collected.
- g) Prior to further consideration a detailed analysis of the available technologies to collect parking fees.
- h) Prior to further consideration do an analysis of capital costs, maintenance costs and useful life of technology used.
- i) Prior to further consideration identify and interview three municipalities that currently use the proposed technology and present those findings.
- j) Prior to further consideration memorialize how the collected revenues will be spent including how it will be guaranteed the revenues will only be used for beach related expenses

- k) Prior to further consideration a detailed plan on how adjacent neighborhoods will be protected from an influx of cars trying to avoid paying for parking.

AMENDMENT: SECTION 2. The City Manager will present a recommended implementation plan to the City Commission as part of the City Commission's annual visioning and goal-setting session. If subsequently appropriate, the City Commission will schedule (with a minimum of thirty-days notice) additional discussion and action at a City Commission Regular Meeting.

ADOPTED this 20th day of November, 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 2018-171
Sole Source Vendor Approval - Applied Technology & Management, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-171.

SYNOPSIS: The City had previously contracted with Applied Technology & Management (ATM) to prepare design and construction documents related to the southern attenuator and the southern basin. As the projects now transition from the design stage to actual construction, coordination between several agencies will be critical to the success of the projects.

Expenses related to these projects are anticipated to exceed the sole source limit of \$20,000 and City Commission approval is required for sole source expenses exceeding this amount.

The proposed Resolution provides for construction coordination services from ATM.

Staff recommends approving Applied Technology & Management, Inc. (ATM) as a sole source vendor for services related to the replacement and repair of the Marina's southern attenuator and the reconfiguration of the Marina's southern basin.

FISCAL IMPACT: The cost of the two proposals are presented in not to exceed amounts: \$86,350 for the southern attenuator and \$61,750 for the southern basin. The costs will be allocated to the Marina Fund and a portion will be eligible for reimbursement (southern attenuator) from the Federal Emergency Management Agency as a result of Hurricane Matthew.

Funding is included in the budget for FY 2018/2019 in Marina Buildings account, 480 56200, and Marina Improvements account, 480 56300, respectively.

CITY ATTORNEY COMMENTS: Since ATM is not providing engineering or design services, it was not necessary to go through request for qualifications processes under Section 287.055, Fla. Stats. (CCNA). ATM is providing construction management services (project management) for the southern attenuator and southern dock realignment and dredging projects. ATM is considered a sole source vendor for construction management services for these projects.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-171.

Dale Martin, City Manager 11/13/2018

Pauline Testagrose, Comptroller 11/13/2018

Tammi E. Bach, City Attorney 11/13/2018

Date: November 09, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-171

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING APPLIED TECHNOLOGY & MANAGEMENT, INC. (ATM) AS THE SOLE SOURCE VENDOR FOR SOUTHERN ATTENUATOR CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$86,350 AND AN AMOUNT NOT TO EXCEED \$61,750 FOR SOUTHERN BASIN CONSTRUCTION SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City previously contracted with Applied Technology and Management, Inc. (ATM) to design, prepare, and review documents related to the replacement and repair of the Marina's southern attenuator and the reconfiguration of the Marina's southern basin; and

WHEREAS, the City has secured contractors and financing to proceed with aforementioned Marina projects; and

WHEREAS, expenses related to these projects are anticipated to exceed the sole source limit of \$20,000 and City Commission approval is required for sole source expenses exceeding this amount; and

WHEREAS, said projects will require significant coordination between federal and state agencies, ATM staff, contractors, and City personnel; and

WHEREAS, staff recommends approving Applied Technology & Management, Inc. (ATM) as a sole source vendor for services related to the replacement and repair of the Marina's southern attenuator and the reconfiguration of the Marina's southern basin; and the funding is included in the budget for FY 2018/2019 in Marina Buildings account, 480 56200, and Marina Improvements account, 480 56300, respectively.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AS FOLLOWS:

SECTION 1. The City Commission hereby approves Applied Technology & Management, Inc. (ATM) as a sole source vendor and accepts the proposal (Exhibit A) submitted by ATM an amount not to exceed \$86,350 for construction services related to the southern attenuator which is funded in the budget for FY 2018/2019 in Marina Buildings account, 480 56200.

SECTION 2. The City Commission hereby approves Applied Technology & Management, Inc. (ATM) as a sole source vendor and accepts the proposal (Exhibit B) submitted by ATM an amount not to exceed \$61,750 for construction services related to the southern basin projects which is funded in the budget for FY 2018/2019 in Marina Improvements account, 480 56300.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute the contracts with Applied Technology & Management, Inc.

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

ADOPTED this 20th day of November, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:

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

Tammi E. Bach
City Attorney



Construction Phase Services Proposal

Fernandina Harbor Marina – South Attenuator Replacement

Fernandina Beach, Florida

PREPARED FOR:



Rv1 – 5 November 2018

WWW.APPLIEDTM.COM

Important Notice: The information contained in this proposal is proprietary to Applied Technology & Management, Inc. and is intended solely for the lawful use of the persons named above; it must not be used for any other purpose other than its evaluation; and it must not be divulged to any other third party, in whole or in part, without the prior written permission of ATM.

INTRODUCTION

ATM has completed services related to the development of a design criteria package for the replacement of the southern portion of the marina attenuator. ATM has also completed bid phase services for the attenuator replacement. This proposal was developed to provide the City with Construction Phase Services for this project.

SCOPE OF SERVICES

TASK 1 – CONSTRUCTION PHASE SERVICES

ATM will provide limited Construction Phase services to ensure the efficient completion of the contract and to help ensure the installation is conducted according to plans and specifications and consistent with contractual stipulations, approved submittals, and regulatory requirements. We understand that the City of Fernandina Beach will retain an Owner's Representative that will provide fulltime construction management services for the overall project and that ATM will only provide technical support on a limited basis for the marina construction elements. The fee estimate provided is based on an assumed 7-month construction duration.

To this end ATM will:

- Travel to Fernandina Beach to meet with the City Manager, Marina Manager, Owner's Representative and Contractors to discuss roles and a document control system. This meeting will be attended by the ATM project manager, the ATM engineer that we believe will be making the bulk of the site visits, and an ATM staff member that will provide training on a document control system that has worked well for other construction contracts completed by ATM.
- Provide technical review of Contractor's submittals (design submittals for applicable elements, shop drawings, materials, and installation submittals for all related construction items) within 7 days of submittal.
- Provide technical RFI responses, as required within 7 business days of submittal.
- Participate in not more than once weekly conference calls/project coordination calls and emails, as requested by the Owner's Representative (max 2 hrs/week).
- Maintain ongoing coordination with Owner's Representative and the Contractor to resolve design/construction issues and facilitate completion of the works.
- Conduct technical construction phase site visits to support the on-site Owner's Representative as requested. It is anticipated that ATM visits would occur at least once every six weeks depending on stage of construction. Staff would be assigned as required based on status of construction at the time of each visit. It is assumed that a utilities specialist would make three (3) site visits with the marina engineer. The fee also includes four (4) visits from the ATM project manager. Site visits are based on 2 days of total time each, including preparation, the visit, and travel. Summary memos will be provided to the Owner's Representative following each visit.

- Review and certify Contractor's once monthly applications for payment via coordination with the Owner's Representative (2 hrs/month plus support staff).
- Conduct one site visit at substantial completion to provide a punch list to the City. This trip would include all applicable disciplines (utilities and coastal/waterfront), based on 2 days including travel time.
- Assist City with review of as-built drawings and close-out submittals as provided by the Contractor to the City at the completion of construction.

Note that the above scope and associated fees for construction phase services are subject to variation based on how many contractors are retained for the work, duration of the construction, phasing of construction, extent of changes/deviations, etc. and may have to be adjusted at a future date. Reimbursable expenses for site visits will be billed to this task.

TASK 2 – MEETINGS, COORDINATION, & UNKNOWN CONDITIONS

In ATM's experience, considerable uncertainty is encountered in the Construction Phase for marina construction projects. Due to this uncertainty, and based on our experience, additional flexible and immediate assistance is likely to be required by the City to ensure the design progresses and is completed in a timely manner. Team meetings, presentations, project coordination, preparation of additional documentation, and/or site visits beyond the efforts in Tasks 1 above will be invoiced on a Time and Materials (T&M) basis. An allowance is included in the fee estimate below for budgeting purposes.

FEES AND SCHEDULES

The Lump Sum fees for this scope and estimated timeframes are given below:

Task	Estimated Professional Fee*
Task 1 – Construction Phase Services (7-month allowance)**	\$ 77,600
Task 2 – Meetings, Coordination, & Unknown Conditions (allowance)**	\$ 8,750

* Fee estimates include professional labor and a technology fee at 5% of labor to cover standard office expenses, computers, standard reproduction, etc. All amounts are net of any taxes, withholdings, or fees. All reimbursable expenses incurred by ATM (travel expenses, lodging, meals, oversized reproduction, and express postage/shipping) will be billed in addition at cost + 10%. The Client may pay directly for necessary expenses (typically lodging, in-country transportation and meals, and airline tickets if desired).

** These items are indicated as allowances due to uncertainty in specific requirements and project construction phasing and durations, and may need to be revisited and adjusted at a future time.

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, execution of Professional Services Agreement (PSA), and receipt of a professional services retainer.
3. All deliverables will be provided as electronic PDF % AutoCAD files, unless otherwise noted.
4. Project schedule and deadlines are subject to negotiation based on the final project phasing.
5. ATM assumes that all data including existing bathymetric and topographic surveys, geotechnical information, environmental/hydrodynamic studies, permits, Phase 1 design plans and calculations, etc. 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.
6. This proposal does not include any upland site/civil, upland utilities, buildings, service yard, or dry storage facility design services.



Construction Phase Services Proposal

Fernandina Harbor Marina

South Basin Realignment

Fernandina Beach, Florida

PREPARED FOR:



Rv1 – 5 November 2018

WWW.APPLIEDTM.COM

Important Notice: The information contained in this proposal is proprietary to Applied Technology & Management, Inc. and is intended solely for the lawful use of the persons named above; it must not be used for any other purpose other than its evaluation; and it must not be divulged to any other third party, in whole or in part, without the prior written permission of ATM.

INTRODUCTION

ATM has completed services related to the development of a design criteria package for the dredging and realignment of the docks in the south basin. ATM has also completed bid phase services for the dredging and dock realignment project. This proposal was developed to provide the City with Construction Phase Services for this project.

SCOPE OF SERVICES

TASK 1 – CONSTRUCTION PHASE SERVICES

ATM will provide limited Construction Phase services to ensure the efficient completion of the contract and to help ensure the installation is conducted according to plans and specifications and consistent with contractual stipulations, approved submittals, and regulatory requirements. We understand that the City of Fernandina Beach will retain an Owner's Representative that will provide fulltime construction management services for the overall project and that ATM will only provide technical support on a limited basis for the marina construction elements. The fee estimate provided is based on an assumed 5-month construction duration.

To this end ATM will:

- Travel to Fernandina Beach to meet with the City Manager, Marina Manager, Owner's Representative and Contractors to discuss roles and a document control system. This meeting will be attended by the ATM project manager, the ATM engineer that we believe will be making the bulk of the site visits, and an ATM staff member that will provide training on a document control system that has worked well for other construction contracts completed by ATM.
- Provide technical review of Contractor's submittals (design submittals for applicable elements, shop drawings, materials, and installation submittals for all related construction items) within 7 days of submittal.
- Provide technical RFI responses, as required within 7 business days of submittal.
- Participate in not more than once weekly conference calls/project coordination calls and emails, as requested by the Owner's Representative (max 2 hrs/week).
- Maintain ongoing coordination with Owner's Representative and the Contractor to resolve design/construction issues and facilitate completion of the works.
- Conduct technical construction phase site visits to support the on-site Owner's Representative as requested. It is anticipated that ATM visits would occur at least once every six weeks depending on stage of construction. Staff would be assigned as required based on status of construction at the time of each visit. It is assumed that a utilities specialist would make two (2) site visits with the marina engineer. The fee also includes three (3) visits from the ATM project manager. Site visits are based on 2 days of total time each, including preparation, the visit, and travel. Summary memos will be provided to the Owner's Representative following each visit.

- Review and certify Contractor's once monthly applications for payment via coordination with the Owner's Representative (2 hrs/month plus support staff).
- Conduct one site visit at substantial completion to provide a punch list to the City. This trip would include all applicable disciplines (utilities and coastal/waterfront), based on 2 days including travel time.
- Assist City with review of as-built drawings and close-out submittals as provided by the Contractor to the City at the completion of construction.

Note that the above scope and associated fees for construction phase services are subject to variation based on how many contractors are retained for the work, duration of the construction, phasing of construction, extent of changes/deviations, etc. and may have to be adjusted at a future date. Reimbursable expenses for site visits will be billed to this task.

TASK 2 – MEETINGS, COORDINATION, & UNKNOWN CONDITIONS

In ATM's experience, considerable uncertainty is encountered in the Construction Phase for marina construction projects. Due to this uncertainty, and based on our experience, additional flexible and immediate assistance is likely to be required by the City to ensure the design progresses and is completed in a timely manner. Team meetings, presentations, project coordination, preparation of additional documentation, and/or site visits beyond the efforts in Tasks 1 above will be invoiced on a Time and Materials (T&M) basis. An allowance is included in the fee estimate below for budgeting purposes.

FEES AND SCHEDULES

The Lump Sum fees for this scope and estimated timeframes are given below:

Task	Estimated Professional Fee*
Task 1 – Construction Phase Services (7-month allowance)**	\$ 55,500
Task 2 – Meetings, Coordination, & Unknown Conditions (allowance)**	\$ 6,250

* Fee estimates include professional labor and a technology fee at 5% of labor to cover standard office expenses, computers, standard reproduction, etc. All amounts are net of any taxes, withholdings, or fees. All reimbursable expenses incurred by ATM (travel expenses, lodging, meals, oversized reproduction, and express postage/shipping) will be billed in addition at cost + 10%. The Client may pay directly for necessary expenses (typically lodging, in-country transportation and meals, and airline tickets if desired).

** These items are indicated as allowances due to uncertainty in specific requirements and project construction phasing and durations, and may need to be revisited and adjusted at a future time.

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, execution of Professional Services Agreement (PSA), and receipt of a professional services retainer.
3. All deliverables will be provided as electronic PDF % AutoCAD files, unless otherwise noted.
4. Project schedule and deadlines are subject to negotiation based on the final project phasing.
5. ATM assumes that all data including existing bathymetric and topographic surveys, geotechnical information, environmental/hydrodynamic studies, permits, Phase 1 design plans and calculations, etc. 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.
6. This proposal does not include any upland site/civil, upland utilities, buildings, service yard, or dry storage facility design services.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2018-37
FY 2018/2019 Annual Pay and Classification Plan

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-37 at Second Reading.

SYNOPSIS:

This Ordinance approves amending the *Pay and Classification Plan* per *Section 62-247* of the City's *Code of Ordinances* which states, "The classification plan shall be that as established by the city commission each year by ordinance and may be amended by the city commission from time to time in its discretion, by Ordinance, as it may deem necessary to ensure that the plan reflects the current job classification of all positions in the city service."

After the annual budget development, Staff recommends the following changes to better reflect the positions needed by the City:

- Add *Aquatics Manager*
- Add *Code Enforcement Director (pay grade 137)*
- Add *Junior Accountant*
- Add *Parks and Recreation Assistant Director*
- Add *Planning Director*
- Add *Stormwater Director*
- Add *Lead Operator*
- Add *Planning Technician*
- Add *Senior Childcare Professional*
- Add *Fleet, Facilities, and Sanitation Director*
- Add *Community Rating System (CRS) Administrator*
- Add *Project Manager*

- Amend *Maintenance Director grade to 143 (from 140)*

- Delete *Accountant, Payroll*
- Delete *Aquatics/Greenway Supervisor*
- Delete *Planning Manager*
- Delete *Code Enforcement Manager*
- Delete *Manager/Engineer*

FISCAL IMPACT: Changes to pay and classification will result in additional wages (in accordance with the City's Personnel Policies) for affected personnel.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2018-37 at Second Reading.

Dale Martin, City Manager	11/09/2018
Pauline Testagrose, Comptroller	11/09/2018
Tammi E. Bach, City Attorney	11/09/2018

Date: October 18, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2018-37

AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AN AMENDED CLASSIFICATION PLAN FOR FISCAL YEAR 2018/2019, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 120 of the City Charter states, “The city commission shall fix, by ordinance, the salary or compensation of the city attorney, the department heads, the city manager and the city commission. The city manager shall fix the number and compensation of all other officers and employees. The salaries so fixed shall be uniform for like service in each grade of the city service, as the same shall be graded or classified by the city manager, and approved by the city commission.”; and

WHEREAS, Section 62-247 of the City’s Code of Ordinances states, “The classification plan shall be that as established by the city commission each year by ordinance and may be amended by the city commission from time to time in its discretion, by ordinance, as it may deem necessary to ensure that the plan reflects the current job classification of all positions in the city service.”; and

WHEREAS, the City recognizes that the compensation plan is intended to provide all employees with an equitable and competitive pay, relative to pay received by other employees performing similar work in other areas of the City’s organization and also relative to rates received by other employees in the labor market from which City employees are recruited; and

WHEREAS, it is in the best interest of the City to amend the Classified Service Titles and Pay Grades to reflect the current organizational needs and responsibilities of the City.

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

SECTION 1. CLASSIFIED SERVICE TITLES AND PAY GRADES. The Classified Service Titles and Pay Grades are shown below.

Exempt Classifications	Pay Grade
Accountant	135
Accountant, Payroll	130
Accounting Supervisor	138
Administrative Coordinator	131
Administrative Services Manager	137
Airport Director	143
Airport Operations Manager	134
Aquatics/Greenway Supervisor	131

Exempt Classifications (continued)	Pay Grade
<u>Aquatics Manager</u>	<u>131</u>
Building Official	141
Building Director	145
<u>Code Enforcement Director</u>	<u>137</u>
<u>Community Rating System (CRS) Administrator</u>	<u>135</u>
Comptroller	147
Deputy Building Official	139
Deputy City Clerk	132
Deputy City Manager	146
Deputy Fire Chief	142
Deputy Police Chief	144
Fire Chief	144
<u>Fleet, Facilities, and Sanitation Director</u>	<u>143</u>
Grants Administrator	137
Human Resources Generalist	131
Human Resources Director	143
Information Technology Director	143
<u>Junior Accountant</u>	<u>132</u>
Land Conservation Manager	136
Legal Assistant	132
Maintenance Director	<u>143</u>
Manager/Engineer	<u>143</u>
Network Administrator	139
Paralegal	137
<u>Parks & Recreation Assistant Director</u>	<u>138</u>
Parks & Recreation Director	141
Parks & Recreation Manager	136
Planner I	134
Planner II	136
Planning Manager	140
<u>Planning Director</u>	<u>143</u>
Police Captain	143
Police Chief	146
<u>Project Manager</u>	<u>143</u>
Public Information Officer	131

Exempt Classifications (continued)	Pay Grade
Recreation Programs Supervisor	131
Senior Planner	138
<u>Stormwater Director</u>	<u>143</u>
Systems Administrator	136
Utilities Director	146
Utility Billing Supervisor	135
Utility Operations Superintendent	138
Non-Exempt Classifications	Pay Grade
Accounting Clerk	128
Administrative Specialist	128
Airport Operations Specialist	131
Building Inspector	135
Chief Plant Operator	133
Childcare Professional	120
Code Compliance Officer	131
Code Enforcement Manager	134
Communications Officer Supervisor	129
Customer Service Specialist	126
Deputy Wastewater Superintendent	136
Electrician	131
Electrician/HVAC Technician	131
Engineer I	132
Evidence & Property Custodian	130
Fire Inspector	134
Fire/Rescue Captain	138
Fire/Rescue Engineer	133
Fire/Rescue Lieutenant	136
Firefighter /EMT	131
Firefighter/Paramedic	131
Foreman	131
Heavy Equipment Operator	128
Help Desk Specialist	130
Information Technology Technician	132
Intern I	117
Intern II	125

Non-Exempt Classifications (continued)	Pay Grade
Irrigation/Maintenance Tech	126
<u>Lead Operator</u>	<u>133</u>
Maintenance Assistant	122
Maintenance Tech	127
Maintenance Worker	123
Master Mechanic	130
Mechanic	127
Meter Reader	126
Ocean-Rescue Lifeguard I	124
Ocean-Rescue Lifeguard II	125
Ocean-Rescue Lifeguard III	126
Ocean-Rescue Supervisor	129
Office Assistant	123
Permit Specialist	128
<u>Planning Technician</u>	<u>130</u>
Plans Examiner	136
Plant Operator	130
Police Detective	22
Police Officer	22
Police Reserve Officer	122
Police Sergeant	26
Police Service Aide	125
Pool Lifeguard	117
Purchasing Agent	132
Records Coordinator	129
Recreation Aide	117
Recreation Leader	124
Sign Technician	127
<u>Sr. Childcare Professional</u>	<u>122</u>
Sr. Electrician/HVAC Technician	133
Sr. Maintenance Worker	125
Sr. Plans Examiner	138
Sr. Police Reserve Officer	130
Sr. Water Safety Instructor/Lifeguard	120
Staff Assistant	126

Non-Exempt Classifications (continued)	Pay Grade
Street Maintenance Tech	126
Utility Billing Specialist	128
Warehouse Tech	128
Water Collector	124
Water Fitness Instructor	126
Water Locator	123
<u>Water Quality Supervisor</u>	<u>136</u>
Water Safety Instructor	119
Water Tech I	126
Water Tech II	128
Waste Water Plant Operator Trainee	126
Waste Water Systems Tech I	126
Waste Water Systems Tech II	128
Youth Program Supervisor	128

SECTION 2. CONSOLIDATED PAY PLAN. The Classified Service Pay Schedule for Department Directors and General Employees (Appendix “A”), Fire Employees (Appendix “B”), and the Police Officer Pay Schedule (Appendix “C”) are hereby adopted for Fiscal Year 2018/2019.

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. EFFECTIVE DATE. This Ordinance shall be effective on October 1, 2018, after its second reading, public hearing and final adoption.

ADOPTED by the City Commission this 20th day of November, 2018.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Date of First Reading: October 16, 2018

Date of Second Reading and Public Hearing: November 20, 2018

Date of Final Passage:

Appendix "A"						
Classified Service Pay Scale						
General Employees						
Effective October 1, 2018						
Grade	Minimum	Hourly min	Midpoint	Hourly Mid	Maximum	Hourly Max
117	\$16,962	8.15	\$21,839	10.50	\$26,715	12.84
118	\$17,835	8.57	\$22,962	11.04	\$28,090	13.50
119	\$18,729	9.00	\$24,113	11.59	\$29,498	14.18
120	\$19,644	9.44	\$25,292	12.16	\$30,939	14.87
121	\$20,644	9.93	\$26,579	12.78	\$32,514	15.63
122	\$21,644	10.41	\$27,867	13.40	\$34,090	16.39
123	\$22,251	10.70	\$29,042	13.96	\$35,833	17.23
124	\$23,900	11.49	\$30,771	14.79	\$37,643	18.10
125	\$25,071	12.05	\$32,279	15.52	\$39,486	18.98
126	\$26,384	12.68	\$33,941	16.32	\$41,498	19.95
127	\$27,667	13.30	\$35,622	17.13	\$43,576	20.95
128	\$29,029	13.96	\$37,375	17.97	\$45,721	21.98
129	\$30,498	14.66	\$39,266	18.88	\$48,034	23.09
130	\$31,988	15.38	\$41,185	19.80	\$50,381	24.22
131	\$33,594	16.15	\$43,252	20.79	\$52,911	25.44
132	\$35,271	16.96	\$45,411	21.83	\$55,551	26.71
133	\$37,039	17.81	\$47,687	22.93	\$58,336	28.05
134	\$38,894	18.70	\$50,076	24.08	\$61,258	29.45
135	\$40,840	19.63	\$52,582	25.28	\$64,323	30.92
136	\$42,875	20.61	\$55,202	26.54	\$67,529	32.47
137	\$45,018	21.64	\$57,961	27.87	\$70,903	34.09
138	\$47,266	22.72	\$60,855	29.26	\$74,444	35.79
139	\$49,623	23.86	\$63,890	30.72	\$78,157	37.58
140	\$52,100	25.05	\$67,079	32.25	\$82,058	39.45
141	\$54,715	26.31	\$70,445	33.87	\$86,176	41.43
142	\$57,458	27.62	\$73,977	35.57	\$90,496	43.51
143	\$60,332	29.01	\$77,677	37.34	\$95,023	45.68
144	\$63,360	30.46	\$81,575	39.22	\$99,791	47.98
145	\$66,500	31.97	\$85,750	41.23	\$105,000	50.48
146	\$69,825	33.57	\$89,885	43.21	\$109,946	52.86
147	\$73,316	35.25	\$111,648	53.68	\$149,975	72.10

Appendix "B"							
CLASSIFIED SERVICE PAY SCALE							
FIRE DEPARTMENT*							
Effective October 1, 2018							
Title	Grade	Min Annual	Hourly Min	Midpoint	Hourly Mid	Max Annual	Hourly Max
Firefighter/EMT and FF/Paramedic	131	\$33,594	\$11.54	\$43,253	\$14.85	\$52,911	\$18.17
Fire/Rescue Engineer	133	\$37,039	\$12.72	\$47,688	\$16.38	\$58,336	\$20.03
Fire/Rescue Lieutenant	136	\$42,875	\$14.72	\$55,202	\$18.96	\$67,529	\$23.19
Fire/Rescue Captain	138	\$47,266	\$16.23	\$60,855	\$20.90	\$74,444	\$25.56
*Firefighters are non-exempt (hourly) employees. Approximation of annual compensation is determined on the basis of normally scheduled hours worked (2912 annually) times the hourly rate.							

Appendix "C"							
CLASSIFIED SERVICE PAY SCALE							
POLICE DEPARTMENT*							
Effective October 1, 2018							
Title	Grade	Min Annual	Hourly Min	Midpoint	Hourly Mid	Max Annual	Hourly Max
Police Officers and Police Detectives	22	\$38,504	\$17.63	\$46,705	\$21.39	\$54,906	\$25.14
Police Sergeants	26	\$51,804	\$23.72	\$61,938	\$28.36	\$72,072	\$33.00
*Police Officers are non-exempt (hourly) employees. Approximation of annual compensation is determined on the basis of normally scheduled hours worked (2184 annually) times the hourly rate.							

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, November 20, 2018, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2018-37

AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AN AMENDED CLASSIFICATION PLAN FOR FISCAL YEAR 2018/2019, PURSUANT TO SECTION 120 OF THE CITY CHARTER AND SECTION 62-247 OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the November 7, 2018 edition of the News Leader.

Please send proof of publication to:

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Parks and Recreation Advisory Committee

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointments.

SYNOPSIS: There are currently two Regular Member vacancies; one Member seat has been vacant since September, 2017, and Member Paul Martinez resigned in September, 2018, creating the second vacancy. At the Parks and Recreation Advisory Committee (PRAC) Regular Meeting on September 11, 2018, the Parks and Recreation Advisory Committee unanimously recommended Theresa Duncan and Chris Occhuizzo be appointed to the PRAC.

The Regular Member Vacancy held by Mr. Martinez is a two-year term ending December, 2018. If the City Commission approves, City staff requests that whomever the City Commission appoints to this vacancy, that they fill the unexpired term and begin a new, two-year term which will expire December, 2020.

Pursuant to City Charter Section 69, Mr. Occhuizzo and Ms. Duncan reside within the jurisdictional boundaries of the incorporated City limits.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission fill the vacancies on the Parks and Recreation Advisory Committee.

Nan Voit, Parks & Recreation Director	10/23/2018
Caroline Best, City Clerk	10/23/2018
Nicole Bednar, Administrative Services Manager	11/06/2018
Dale Martin, City Manager	11/13/2018

Date: October 01, 2018

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

The Parks and Recreation Advisory Committee of the City of Fernandina Beach, Florida, met on Tuesday, September 11, 2018 at 4:00 pm in the City Hall Chambers. Present were Chairman Eric Bartelt, Member Joy Behan, Member Michael Kegler and Member Trudie Richards. Also present were Parks and Recreation Director Nan Voit and City Commissioner Chip Ross

1. Chairman Bartelt called the meeting to order at 4:04pm
2. Roll Call.
Present: Eric Bartelt, Joy Behan, Trudi Richards, Michael Kegler.
Absent: Jean Pugh.
3. Approval minutes. Chairman Bartelt noted that item 8 page on 53 of the master plan states that parking will be removed from waterfront. Bartelt stated that this would not work if the marina is in operation due to parking required for the marina and park. Member Richards motioned to approve this change in the 6-13-18 minutes second by Member Behan. Motioned passed being all ayes
4. REVIEW COMMITTEE APPLICATIONS
After some discussion about the four applications, Member Behan made a motion to recommend Theresa Duncan and Chris Occhuizzo and Member Richards second. Motion passed being all ayes.
5. MASTER PLAN CONTINUED REVIEW
The Committee recommends that on Page 53 of the plan is changed to include pickleball courts as part of the tennis complex. There was discussion on how to approach the plan and determine what the community really wants. There is concern about moving the fields from Central Park. The major expense of implementing the master plan may not be what the community wants. Are there things that can be done to improve Central Park without moving the ball fields? It was recommended by Chairman Bartelt that the main elements of CP stay the same. Member Richards motioned to keep the ball fields at Central Park where they are currently. Member Kegler second. Motion passed being all ayes.

On page 55 of the plan it is proposed that the current Atlantic Center be altered into an aquatics facility. Some of the questions were: How much will this cost?, Should we even entertain the idea?, How should we proceed with this property?, and does the city need to provide a lazy river or waterslide? Bartelt suggested keep the lazy river/waterslide in the picture and determine the best location. Also, remove the pickleball court from the Atlantic Center property.

Nan to get current Main Beach Park Master Plan for next meeting.

There was discussion of a walking path around the Peck Field. It was suggested that the Peck Center stay as it is currently which is what the description in the plan portrays. The plan may want to provide another larger pavilion on the property and a restroom with a drinking fountain.

6. OTHER BUSINESS

7. ADJOURNMENT 5:17pm

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact the City Clerk at 904-310-3115 or TTY/TDD 711 (for the hearing or speech impaired). 1

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Theresa Duncan
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Home Mailing Street Address	515 S 5th St
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City	Fernandina Beach
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Zip Code	32034-4001
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Primary Phone	19045487770
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Secondary Phone	<i>Field not completed.</i>
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Please note that board materials are distributed electronically.

Email to receive board materials	TDuncan32034@gmail.com
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Employer	Villa Villekulla Neighborhood Toy Store
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Position Title	Owner
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Business Address	5 S. 2nd St.
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City	Fernandina Beach
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Zip	32034
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Select the board you are applying for:	Parks & Recreation Advisory Committee
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Additional board that you	Parks & Recreation Advisory Committee
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are applying for:

Why are you interested in serving on this Board? Please explain.

I am passionate about the power of play and its role in the physical, emotional, and intellectual health of children and adults. I would love to be a part of supporting the City in providing healthy play opportunities to the residents of Fernandina Beach.

Eligibility

Are you a resident of the City?

Yes

Length of time:

Field not completed.

Do you hold a public office?

No

Office name:

Field not completed.

Are you employed by the City?

No

Position:

Field not completed.

Are you currently serving on a Board?

No

Board Name:

Field not completed.

Potential Conflict of Interest:

Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?

No

Field not completed.

If yes, please provide details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service and office held (if any):

Arts & Culture Advisory Board 2011-2013, President 2012-2013

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Amelia Arts Academy, 2008 - 2012, Executive Assistant, responsible for the development of in-school and after school and summer youth arts programs. Boys and Girls Clubs of Nassau County 2013 - 2016, Youth Development Director - Responsible for the development, staffing, and implementation of youth after school and summer programs. Villa Villekulla Neighborhood Toy Store, Co-Owner 2014 - Present - Focused on providing quality play opportunities to people of all ages and advocating for quality play.

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: (Check all that apply)

High School, AA, BS/A

Other:

Field not completed.

Major areas of study:

AA in Education, BS in Non Profit Management, extensive continued education in youth development.

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to

file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 6/30/2018

Applicant's Signature Theresa Duncan

Email not displaying correctly? [View it in your browser.](#)

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Chris
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Home Mailing Street Address	Occhuizzo
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City	Fernandina Beach
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Zip Code	32034
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Primary Phone	9044700349
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Secondary Phone	9044327720
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Please note that board materials are distributed electronically.

Email to receive board materials	Chrisocc1946@gmail.com
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Employer	Retired
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Position Title	<i>Field not completed.</i>
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Business Address	<i>Field not completed.</i>
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City	<i>Field not completed.</i>
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Zip	<i>Field not completed.</i>
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Select the board you are applying for:	Parks & Recreation Advisory Committee
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Additional board that you	None
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are applying for:

Open space and Land preservation

Why are you interested in
serving on this Board?
Please explain.

Eligibility

Are you a resident of the City?	Yes
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Length of time:	5 years
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Do you hold a public office?	No
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Office name:	<i>Field not completed.</i>
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Are you employed by the City?	No
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Position:	<i>Field not completed.</i>
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Are you currently serving on a Board?	No
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Board Name:	<i>Field not completed.</i>
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Potential Conflict of Interest:

Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?	No
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Field not completed.

If yes, please provide
details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service and office held (if any):

Planning Advisory Board member 1+years AI Earthkeepers
Board 1 year ATC Supporting member

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Business owner 30 years in financial planning, wealth management

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background:
(Check all that apply)

BS/A

Other:

CFP; professional licenses series 7, series 24, registered principal

Major areas of study:

Philosophy, finance, financial planning, investment management

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

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I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 7/11/2018

Applicant's Signature Chris Occhuizzo

Email not displaying correctly? [View it in your browser.](#)

Parks and Recreation Advisory Committee

Position	Term	Name & Address	Phone
1	03-01-2018	Jean Pugh 1552 Ruskin Lane, Fernandina Beach, FL 32034 jcpughpsu@gmail.com	(717) 756-1965
2	12-01-2014	Paul Martinez 1505 Via Del Rey Road, Fernandina Beach, FL 32034 paul@boteboard.com	(323) 610-1080
3	12-01-2015	Joy Behan 1548 Persimmon Circle South, Fernandina Beach, FL 32034 JoyBehan@gmail.com	(386) 334-3359
4	02-01-2013	Eric Bartelt 3820 South Fletcher Avenue, Fernandina Beach, FL 32034 ericbartelt@gmail.com	(904) 261-7808
5	02-01-2015	Trudie Richards 409 Georgia Avenue, Fernandina Beach, FL 32034 trudie@sweeley.com	(904) 432-7789
6	08-07-2018	Michael Kegler 325 Vernon Street, Fernandina Beach, FL 32034 XENOPHON6@AOL.COM	(678) 523-7943

Parks and Recreation Advisory Committee

Term Length: 3 Months

Max Terms: 1 Term(s)

Number of Members: 7

Meeting Schedule: Second Wednesday of each Month

Meeting Time: 4:00 PM

Meeting Location: Atlantic Recreation Center Aquatics Building

Meeting Address: 2500 Atlantic Avenue

Type: Advisory Boards

Description:

Council Liaison:

Staff Liaison:

Nan Voit

nvoit@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Jean Pugh	03/01/2018	1	03/01/2020
2	Paul Martinez	12/01/2014	1	12/01/2018
3	Joy Behan	12/01/2015	1	12/01/2018
4	Eric Bartelt	02/01/2013	1	02/01/2020
5	Trudie Richards	02/01/2015	1	02/01/2019
6	Michael Kegler	08/07/2018	1	08/07/2021