AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
DECEMBER 4, 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 James Tippins, Baptist Medical Center Senior Chaplain.

4. PRESENTATION

4.1 **PRESENTATION - FERNANDINA BEACH MAIN STREET PROGRAM** - *Ms. Arlene Filkoff of Fernandina Beach Main Street will provide a synopsis of projects occurring within each of the four Main Street Councils (Promotions, Economic Restructuring, Organization, and Promotion).*

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 - July 3, 2018; City Commission Regular Meeting - July 17, 2018; City Commission Special Meeting - July 31, 2018; City Commission Regular Meeting - August 7, 2018; City Commission Workshop Meeting - August 13, 2018; City Commission Regular Meeting - August 21, 2018; City Commissioner Special Meeting - September 4, 2018; City Commission Regular Meeting - September 4, 2018; City Commission Special Meeting - September 18, 2018; City Commission Regular Meeting - September 18, 2018; City Commission Workshop - September 25, 2018; and City Commission Regular Meeting - October 2, 2018.*

6.2 **AUTHORIZATION TO ENGAGE OUTSIDE LEGAL COUNSEL - POOLE & POOLE, P.A. -** RESOLUTION 2018-172 AUTHORIZING THE CITY ATTORNEY TO ENGAGE POOLE & POOLE, P.A. AS ADDITIONAL OUTSIDE LEGAL COUNSEL IN FISCAL YEAR 2018/2019 FOR CONFLICTS AND CODE BOARD; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Adds Poole & Poole, P.A. to the approved list of outside legal counsel.*

7. RESOLUTIONS

7.1 **AGREEMENT APPROVAL - FLORIDA GREEN FINANCE AUTHORITY -** RESOLUTION 2018-173 APPROVING A NON-EXCLUSIVE VOLUNTARY MEMBERSHIP AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY; AUTHORIZING APPLICATIONS AND LEVY OF ASSESSMENTS; PROVIDING FOR AUTHORIZATION OF CITY OFFICIALS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a non-exclusive voluntary membership agreement with the Florida Green Finance Authority.*

7.2 **DEED OF DEDICATION - THOMAS E. RAY AND ANN V. SHUMAN -** RESOLUTION 2018-174 ACCEPTING A DEED OF DEDICATION FROM THOMAS E. RAY AND ANN V. SHUMAN FOR 1.0 ACRE OF LAND TO BE USED ONLY FOR PUBLIC CONSERVATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts a Deed of Dedication for land on Robert Oliver Avenue to be used exclusively for conservation.*

7.3 **DEED OF DEDICATION - RAYONIER PERFORMANCE FIBERS, LLC -** RESOLUTION 2018-175 ACCEPTING A QUITCLAIM DEED FOR PROPERTY OWNED BY RAYONIER PERFORMANCE FIBERS, LLC FOR DEDICATION TO THE CITY FOR THE PURPOSE OF CONSERVATION AND RECREATION; RECOGNIZING RAYONIER PERFORMANCE FIBERS, LLC FOR ITS CONTRIBUTION TO CONSERVATION AND RECREATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts a quitclaim deed for two parcels of property currently owned by Rayonier Performance Fibers, LLC.*

7.4 **HEADCOUNT INCREASE / BUDGET AMENDMENTS - MARINA -** RESOLUTION 2018-176 APPROVING THE ADDITION OF ONE SEASONAL/TEMPORARY POSITION, INCREASING THE CITY'S FULL TIME HEADCOUNT TOTAL BY ONE; APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2018/2019; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves increasing the budgeted headcount by one seasonal/temporary position and approves a budget transfer of $88,450 for salary and wages associated with the costs of a Project Manager during the construction phase which is currently budgeted in the Marina Building account.*

7.5 **LEASE AGREEMENT - AMELIA RIVER EXCURSIONS, INC. -** RESOLUTION 2018-177 APPROVING A FIVE-YEAR LEASE AGREEMENT BETWEEN AMELIA RIVER EXCURSIONS, INC. AND THE CITY OF FERNANDINA BEACH FOR PERMANENT SLIPS AND LAND FOR A TICKET KIOSK AT THE FERNANDINA BEACH HARBOR MARINA; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a lease agreement with Amelia River Excursions, Inc. at the Fernandina Beach Harbor Marina.*

7.6 **LEASE AGREEMENT - FLORIDA INLAND NAVIGATION DISTRICT -** RESOLUTION 2018-178 APPROVING THE LEASE AGREEMENT BETWEEN FLORIDA INLAND NAVIGATION DISTRICT AND THE CITY OF FERNANDINA BEACH; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a lease agreement with FIND to use a parcel of land for processing dredging material.*

8. ORDINANCES - SECOND READING

8.1 **MASTER FEE SCHEDULE AMENDMENT – SANITATION -** ORDINANCE 2018-41 AMENDING THE MASTER FEE SCHEDULE AS RELATED TO SANITATION FOR THE REMAINDER OF FY 2018/2019; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the amended Master Fee Schedule as related to Sanitation Fees for Fiscal Year 2018/2019.*

8.2 **CODE AMENDMENT - CLEANING OF LOTS, MAINTENANCE OF STRUCTURES -** ORDINANCE 2018-42 AMENDING CHAPTER 42, ENVIRONMENT, ARTICLE IV, WEEDS AND WILD GROWTH, OF THE CODE OF ORDINANCES; BY AMENDING THE TITLE OF THE ARTICLE TO “CLEANING OF LOTS; MAINTENANCE OF STRUCTURES”; BY AMENDING SECTION 42-116 TO CHANGE HEADING TO “DUTY TO MAINTAIN PROPERTY” AND CLARIFYING DUTY; BY AMENDING SECTION 42-117 TO “EXTERIOR STRUCTURES” AND CLARIFYING DUTY TO MAINTAIN EXTERIOR OF STRUCTURES; BY AMENDING SECTION 42-118 TO CHANGE HEADING TO “COMPONENT SERVICEABILITY” AND REQUIRING COMPONENTS SUPPORTING STRUCTURES TO BE MAINTAINED; BY AMENDING SECTION 42-119 TO CHANGE HEADING TO “RUBBISH AND GARBAGE” AND PROHIBITING ACCUMULATION OF GARBAGE ON EXTERIOR OF STRUCTURES; BY AMENDING SECTION 42-120 TO CHANGE HEADING TO “PEST ELIMINATION” AND REQUIRING ELIMINATION OF PESTS; BY CREATING SECTION 42-121 “VACANT STRUCTURES AND LAND” AND REQUIRING MAINTENANCE OF VACANT LAND; BY CREATING SECTION 42-122 “SWIMMING POOLS” AND REQUIRING POOLS BE MAINTAINED AND SANITARY; BY CREATING SECTION 42-123 “WATER AND ELECTRIC SERVICE” AND REQUIRING STRUCTURES BE CONNECTED; BY CREATING SECTION 42-124 “AUTHORITY TO INSPECT PREMISES” AND PROVIDING FOR CITY INSPECTIONS; BY CREATING SECTION 42-125 “NOTICE TO CORRECT VIOLATIONS” AND PROVIDING FOR NOTICE; BY CREATING SECTION 42-126 “RIGHT TO APPEAL”; BY CREATING SECTION 42-127 BY PROVIDING FOR “IMPOSITION OF LIEN AGAINST PROPERTY BY CITY”; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Makes substantial changes to the Chapter 42, Article IV, of the Code of Ordinances to provide more guidance to property owners and City officials regarding the standards for cleaning of lots and maintenance of structures throughout the City.*

8.3 **CODE AMENDMENT - CAMPING ON PUBLIC PROPERTY -** ORDINANCE 2018-43 AMENDING CHAPTER 58, OFFENSES, ARTICLE I, IN GENERAL, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 58-9, USE OF RECREATIONAL VEHICLES AS LIVING QUARTERS; EXCEPTIONS; BY ADDING SECTION 58-10, CAMPING PROHIBITED; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Chapter 58 of the City Code pertaining to camping on public property except with a City-issued permit.*

9. CITY COMMISSION DISCUSSION / DIRECTION

9.1 **FACILITY RENTAL FEE WAIVER - DR. MARTIN LUTHER KING JR. RECREATION CENTER -** *This item is placed on the agenda at the request of Mayor Miller.*

9.2 **UTILIZE MONETARY FINES COLLECTED BY THE CODE ENFORCEMENT AND APPEALS BOARD TO FUND THE ACQUISITION OF CONSERVATION LANDS** - *This item is placed on the agenda at the request of Commissioner Chapman.*

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS

13. MAYOR/COMMISSIONER COMMENTS

14. ADJOURNMENT

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

- THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.

- ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.

- THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.

- SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.

- FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.

- DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.

- PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.

- *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Presentation
Fernandina Beach Main Street Program - Quarterly Update

ITEM TYPE: Presentation

REQUESTED ACTION: N/A

SYNOPSIS: Ms. Arlene Filkoff of Fernandina Beach Main Street will provide a synopsis of projects occurring within each of the four Main Street Councils (Promotions, Economic Restructuring, Organization, and Promotion).

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 11/16/2018

Submitted By: ______________________ Date: December 20, 2017
Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

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	July 3, 2018
City Commission Regular Meeting	July 17, 2018
City Commission Special Meeting	July 31, 2018
City Commission Regular Meeting	August 7, 2018
City Commission Workshop Meeting	August 13, 2018
City Commission Regular Meeting	August 21, 2018
City Commissioner Special Meeting	September 4, 2018
City Commission Regular Meeting	September 4, 2018
City Commission Special Meeting	September 18, 2018
City Commission Regular Meeting	September 18, 2018
City Commission Workshop	September 25, 2018
City Commission Regular Meeting	October 2, 2018

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 11/19/2018
Dale Martin, City Manager 11/19/2018

Caroline Best

Date: November 14, 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, July 3, 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 Anthony Daniel of Macedonia A.M.E. Church.

4.1 PRESENTATION – OCEAN HIGHWAY AND PORT AUTHORITY (OHPA): OHPA Chairman Adam Salzburg presented the annual Payment In Lieu of Taxes (PILOT) check to the City Commission for Fiscal Year 2017/2018.

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

4.3 PRESENTATION - AIRPORT ADVISORY COMMISSION (AAC): Airport Director Nathan Coyle and AAC Chairman Chuck Colcord presented an overview of the Airport Advisory Commission.

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

4TH OF JULY: Mr. C.N. Corbett, 106 N. 15th Street, reminded all that July 4th activities will take place downtown tomorrow culminating in fireworks at 9:00 pm, sponsored by Light Up Amelia and Community Bank in conjunction with the City of Fernandina Beach.

WELCOME CENTER: Mr. Paul Lore, 2794 Long Boat Drive, on behalf of Citizens for Restoration of the Marina questioned the possibility of repurposing the Welcome Center to benefit the Marina and suggested that project management be more transparent providing the community with charts, dates and deliverables to show the Marina progress. The mud from the Marina that was packaged and sold for a fundraiser last weekend was a fun endeavor that could potentially happen again. City Manager Martin conveyed the Welcome Center was constructed through grant funding with restrictions to use the building only for its intended purpose.

CONFEDERATE FLAG: Mr. Seber Newsome, 86110 Fieldstone Drive, is the protester who carried the Confederate flag last week in front of City Hall in protest of flying the Pride Week flag on government property. Discriminating against other special groups flying flags could potentially lead to legal ramifications. In 1998, Governor Childs proclaimed April Confederate History Month and yet the Confederate flag is not flown on government property. The solution to this problem is to write an ordinance stating that only fly governmental flags are flown on government property.

6.1 RESOLUTION 2018-88 APPROVING THE LEASE AGREEMENT BETWEEN FB HANGAR, LLC AND THE CITY OF FERNANDINA BEACH FOR AN AERONAUTICAL GROUND LEASE AT THE AIRPORT: According to the agenda support documents Resolution 2018-88 approves a lease agreement with FB Hangar, LLC for aeronautical use at the Fernandina Beach Municipal Airport. **A motion was made by Vice Mayor Kreger, seconded by**

Commissioner Smith to approve Resolution 2018-88. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

6.2 RESOLUTION 2018-89 AWARDING RFP # 18-10 FOR A PARKS & RECREATION CONSULTANT TO PROS CONSULTING, INC.; AUTHORIZING THE CITY MANAGER TO COMPLETE A PROFESSIONAL SERVICES AGREEMENT FOR SAME; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-89 awards RFP #18-10 for a Parks & Recreation Consultant to PROS Consulting, Inc. and approves a budget transfer of $5,000 from Parks & Recreation Program Costs account to the City Manager Professional Services account.

Commissioner Chapman explained he is not in support of this resolution because goals and objectives should be vetted prior to hiring a consultant. Believing the Parks and Recreation Department to have a bare bones staff as is, if further reductions are made the department won't exist. As a former Parks and Recreation Advisory Committee (PRAC) Member and as the current Commissioner liaison to PRAC, more specific tasks should be assigned to PRAC members.
A motion was made by Commissioner Smith, seconded by Commissioner Ross to approve Resolution 2018-89. Vice Mayor Kreger concurred with Commissioner Chapman, concluding communication and staffing issues need to be discussed however there is no reason to support hiring a consultant. Commissioner Ross supports the City Manager and staff request to make the department successful. Commissioner Smith explained this is a necessary step to ascertain whether positions are being utilized properly and there is no wrongdoing in the department. City Manager Martin fully recognizes the Parks and Recreation department staff is at a minimum level and utilizing the current staff more efficiently is a priority, hiring a consultant will provide direction and recommendations.

Ms. Trudy Richards, 409 Georgia Avenue, a PRAC member and actively involved in the development of the 2015 Parks and Recreation Master Plan, is disappointed that City Manager Martin will be speaking to PRAC after the vote has been taken. PRAC has knowledgeable, professionals who could be actively utilized to assist the department in resolving issues. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried.

6.3 RESOLUTION 2018-90 APPROVING ENGINEERING SERVICES BY AYRES ASSOCIATES IN AN AMOUNT NOT TO EXCEED $15,000 IN FISCAL YEAR 2017/2018; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-90 approves engineering services by Ayres Associates in an amount not to exceed $15,000. Also approves a budget amendment increasing the Marina State Grant revenue account by $15,000 and increasing the Marina Professional Services account by $15,000.

Vice Mayor Kreger is in support of this resolution and explained negotiations began two months ago for quotes however in the future it would be wiser to have a request for proposal which would have provided better opportunities. Commissioner Ross offered that this is a good first step to fix or replace the seawall before dredging. Commissioner Smith concurred with Commissioner Ross that it is a good first step to uncover the problems so that concurrent projects including parking lot B can be done. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-90. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 SECOND 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 CIVIC SPACE RESERVATION TRANSECTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." City Attorney Bach corrected the ordinance title to read "civic space reservation" in place of "conservation transects".

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 this is second reading of a rezoning ordinance we know that the last meeting we had this application before you and held a quasi-judicial hearing and I believe the vote was three to two in favor of approving the application for rezoning. At the conclusion of that quasi-judicial hearing I believe that at that hearing, all of the parties and any party intervenors, those are basically named parties, I don't think there were party intervenors, and any affected parties which are residents of Amelia Park of course and any residents of the City have the opportunity to speak, have the opportunity for cross examination and rebuttal testimony and that the Commissioners, serving as judges, have been fully advised of the premises which means you have taken in all of the evidence. I did have a conversation earlier, right before the meeting with Mrs. Hill, who is the attorney for the YMCA and I think she would like to address and we also have a few speakers. Under Florida law this is a little different than how we've done this before but I think that it is appropriate. Under Florida Law ordinances the title has to be read twice and before the final adoption there has to be ten day notice in the newspaper so that has been accomplished; I've read the ordinance title twice and we did have a newspaper advertisement at least ten days ago. What you need to consider tonight is that this ordinance I'm thinking out loud now, we talk about adoption, Commissioner Ross I know you and I have talked about this a bunch, we have advertised this one time in the newspaper and that was about two weeks ago. We did not advertise in the newspaper before the first hearing and the statute calls for ten days prior to adoption that it be noticed so and I haven't discussed this with anyone yet so we have talked about, Commissioner Ross and I and other Commissioners and Mrs. Hill, that when we do these hearings we only vote one time because you can't very well overturn the quasi-judicial vote with a vote tonight with no hearing and evidence. But because we just advertised this in the paper I think we do have to take a vote and you can't change the vote, you can't overturn it so I would encourage you to hear the speakers tonight, to make a motion, and a second and to take a vote because we then have to adopt it finally and in the future, and I might go into this a little more in my comments, we are going to do it a little differently, we are going to have a quasi-judicial hearing at first reading, and then we will not vote that night. We will go to second reading, there won't be any more quasi-judicial hearing unless the Commission chooses to reopen it, you have to have prior notice though to the parties, and then you will vote at second reading which will be advertised in the newspaper. So that is what I am thinking the process we will go through in the future so that you don't have this awkward you vote after the quasi-judicial hearing and then you're voting again because you can't very well overturn it without another hearing and opportunities for parties to be heard. Are there any questions about that and I will take questions from any effected parties. No questions, ok. So I do think we have to vote tonight to cover the statutory requirement but like I said you really can't change your vote but I know the parties may ask the questions. We technically had our quasi-judicial record made at the last hearing and tonight we have a record of our entire meeting but it looks like let's see, you have about four speakers here and you can take a motion now or you can wait. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Ordinance 2018-07.**

Ms. Miriam Hill, Esquire, 1890 South 14th Street, Suite 202, requested the record be supplemented with Mr. Joel Embry's affidavit and the two exhibits, exhibit A and exhibit B that were submitted June 19th to the City of Fernandina Beach.

Mr. Bradley Bean, 1512 Inverness Road, expressed disappointment in the development of green space because once land is lost it is gone for good and requested a time out to mitigate losing more recreational land.

Dr. Thomas Washburn, 1609 Lake Park Drive, is not in support of building sixteen homes directly across the street from his residence. Dr. Washburn met with the developer and the chair of the Amelia Park Board to voice his environmental concerns including loss of open space, trees, disturbing wildlife habits and unearthing chemical pollution from construction. The current housing boom escalates all of these concerns across the island.

Mr. Michael Miller, 2807 Laguna Drive, thanked the Commission for the opportunity and expressed his concerns of rules being bent, that have grown over the last 3.5 years since relocating here, the Comprehensive Plan states there shall not be reduction in recreational space however that does not seem to be honored considering the current building trend. The YMCA is great however it was clearly stated the property was for recreational use only and that needs to be honored. An effort to preserve open space needs to be made, what is being done to this island goes against the Comprehensive Plan.

Mr. Robert Duffy, 1501 Lake Park Drive, withdrew his request to address the Commission.

Commissioner Ross stated the island has scant open space and forest remaining. In the future, it is hoped that the right vote was made however continuous opposition remains for this PUD amendment. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

7.2 SECOND READING OF ORDINANCE 2018-15: City Attorney Bach read Ordinance2018-15 by title only, which was a 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.

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 Ross who asked for clarification as to why section 104.2.1 was added and an explanation of substantial damage. City Attorney Bach read the section and deferred to City Senior Planning Manager Kelly Gibson for an explanation. Planning Manager Kelly Gibson stated the term substantial improvement is defined in the City's Flood Plain Management Ordinance and there will be a forthcoming review of said ordinance. It is her understanding of substation improvement is a 25% increase threshold of the assessed value of the structure. City Manager Martin defined substantial damage as a special flood hazard rea with total cost of repairs of 50% or more of the market value before the disaster occurred. **Seconded by Commissioner Smith to approve Ordinance 2018-15. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIVE YEAR CAPITAL IMPROVEMENT PLAN: This item was placed on the agenda at the request of Vice Mayor Kreger.

Vice Mayor Kreger gave a slide presentation and explained state law requires a five year capital improvement plan that must contain everything whether funded or unfunded over $25,000. Last year's plan included two beach walkovers that were estimated to cost $100,000 each, the bids came in high and are no longer on the capital improvement plan. Prioritizing projects and setting goals is the key to having a successful capital improvement plan.

Commissioner Smith stressed the importance of having accurate information in the bidding process to avoid high bids and lobbied against borrowing money to pay for projects because the City does not need to add to the current deficit.

Vice Mayor Kreger explained the history of recent bids and how the process could be streamlined in an effort to get more competitive bids.

Commissioner Ross asked what specifically the Commissioners can do individually to address this problem.

Vice Mayor Kreger reported he has spoken to City Manager Martin and suggested working with department directors more closely to research and review, and write more detailed specifications.

Commissioner Chapman asked about how the $6.1 million dollar line of credit was being applied for when the bids are unknown and is concerned that the same issues are being perpetuated.

City Manager Martin verified there are bids and a recommendation will be brought forth at the City Commission Regular Meeting on August 7th. The amount of the line of credit was based upon the Federal Emergency Management Association (FEMA) estimate for the Marina repairs.

CITY MANAGER REPORTS:

BIDS: City Manager Martin reported the City received two prequalified bidders who submitted bids which were opened last Friday; Fender Marine bid $6.1 million dollars and OTAK bid $8.1 million dollars, a review is underway and a recommendation will be made at the City Commission Regular Meeting on August 7.

Additional discussion among the Commissioners ensued as to how to encourage other companies to bid, the complicated process and the recent changes implemented to make the bidding process more user friendly. City Manager Martin conveyed a nationwide dilemma felt by all municipalities is too much work and not enough contractors.

HOLIDAY: City Manager Martin wished all a safe, happy 4th of July and reminded all he will be out of the office the remainder of the week.

CITY ATTORNEY REPORTS:

HOLIDAY: City Attorney Bach wished America a happy birthday and extended wishes for a safe and happy July 4th.

RECOMMENDATION: City Attorney Bach recommended the Commission consider an ordinance regarding tour bus regulations including navigating streets, idling and parking.

CITY CLERK REPORTS:

ELECTION: City Clerk Best issued a reminder that the 2018 General Election Qualifying Period begins Monday July 9 @ 8am and concludes Friday July 13 @ 5pm. Candidates Lednovitch and Smith qualified by petition prior to last Friday's 12 noon petition deadline.

MAYOR/COMMISSIONER COMMENTS:

HOLIDAY: Commissioner Ross issued a stay safe message to leave fireworks to the professionals and wished all a happy 4th.

HOLIDAY: Commissioner Chapman echoed the happy 4th wishes and requested all take pause to acknowledge the great country we live in.

HOLIDAY: Commissioner Smith concurred stating it's a great country.

SPEEDING: Vice Mayor Kreger was copied on correspondence from a citizen to City Police Chief Hurley regarding speeding specifically on Third Street but throughout other City areas.

CEREMONY: Vice Mayor Kreger attended the official ribbon cutting and grand opening of Lignotech Florida on June 26th.

SPEAKER: Vice Mayor Kreger reported that last Saturday he gave a welcoming speech to the Spelman College Alumni Association at the Ritz-Carlton.

LAND: Vice Mayor Kreger noted he recently discussioned with City Attorney Bach and City Manager Martin the possibility of purchases four acres of undeveloped property on Citrona Drive to ensure its preservation.

DRAFT

HOLIDAY: Mayor Miller resonated a safe and happy 4th of July to all and acknowledged our great country.

FARMERS MARKET: Mayor Miller raised the impending farmer's market lease expiration and suggested researching options prior to the November 2018 termination.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 7:46pm.

ATTEST:

__________________________	________________________
CAROLINE BEST	JOHN A. MILLER
City Clerk	Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, July 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 Reverend Noel Roberts of North 14th Street Baptist Church.

4.1 PRESENTATION - PARKS & RECREATION ADVISORY COMMITTEE (PRAC): Parks and Recreation Department Director Nan Voit and PRAC Chairman Eric Bartelt presented an overview of the Parks and Recreation Advisory Committee.

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

Vice Mayor Kreger asked for clarity on the capital improvement plan specific to the beach renourishment plan. Ms. Clifford responded because the project had not yet begun by the end of the last fiscal year the auditors marked the $1.6 million dollars as prepaid and the City's $800,000 share as "deferred revenue". Because the project was not completed by June the City will not receive the state money. Once the project is completed all of the revenue can be recognized on the balance sheet.

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

MARINA: Mr. Paul Lore, 2794 Long Boat Drive, on behalf of Citizens for Restoration of the Marina, a group that continues to grow, bringing more conversation and partnership in an effort to work with all government entities on behalf of the Marina's best interest. Mr. Lore questioned the possibility of repurposing the Welcome Center to benefit the Marina and suggested that project management be more transparent providing the community with charts, dates and deliverables to show the marina progress. The mud from the marina that was packaged and sold for a fundraiser last weekend was a fun endeavor that could potentially happen again possibly to be used as Christmas gifts.

6. CONSENT AGENDA: the following three items were on the Consent Agenda and approved by one motion.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the Regular Meeting of December 5, 2017, the Regular Meeting of December 19, 2017, the Workshop Meeting of January 2, 2018, the Regular Meeting of January 2, 2018, the Regular Meeting of January 16, 2018, the Special Meeting of January 24, 2018; and Workshop Meeting of February 6, 2018 were submitted for approval. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2018-91 APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT DEFENSIVE DRIVER SAFETY TRAINING: According to the agenda support documents Resolution 2018-91 approves a Facilities Use Agreement with Driving Dynamics, Inc. for defensive driver training at the Fernandina Beach Municipal Airport. **A motion was made by Vice Mayor**

Kreger, seconded by Commissioner Smith to approve Resolution 2018-91. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

6.3 RESOLUTION 2018-92 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-92 approves a transfer of $16,500 from Streets Salaries account to the Streets Overtime account. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-92. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2018-93 AUTHORIZING ACCEPTANCE OF TWO GRANTS FOR DOWNTOWN STORMWATER FLOODING REDUCTION PROJECTS AND PROCESSING OF RELATED GRANT AGREEMENTS; AUTHORIZING SUBMISSION OF A GRANT APPLICATION FOR A DOWNTOWN STORMWATER FLOODING REDUCTION PROJECT SPECIFIC TO SEAWALL: According to the agenda support documents Resolution 2018-93 authorizes the City to enter into Agreement No. LP45013 with FDEP in the amount of $450,000 for the Fernandina Beach Stormwater Shoreline Stabilization Project and Project No. 4283-89-R with FDEM in the amount of $103,324 for Fernandina Beach Downtown Area Drainage Project. Additionally authorizes application to the 2018 HMGP grant to pursue additional grant funding for stormwater improvements. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-93 with an amendment place the $450,000 into the General Fund. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2018-94 AUTHORIZING SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA) #42724819419 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN AND CONSTRUCTION OF THE TERMINAL FACILITY AT THE FERNANDINA BEACH MUNICIPAL AIRPORT: According to the agenda support documents Resolution 2018-94 authorizes FDOT Supplemental Joint Participation Agreement #42724819419, in the amount of $275,000 for the design and construction of the new terminal facility at the Fernandina Beach Municipal Airport. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-94. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried**

7.3 RESOLUTION 2018-95 APPROVING THE AGREEMENT BETWEEN TOP LINE RECREATION INC. AND THE CITY OF FERNANDINA BEACH FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR ATLANTIC PARK: According to the agenda support documents Resolution 2018-95 approves the agreement between the City of Fernandina Beach and Top Line Recreation Inc. for the purchase and installation of playground equipment at Atlantic Park. **Resolution 2018-95 was removed from consideration at the request of the Parks and Recreation Department.**

7.4 Quasi-judicial RESOLUTION 2018-96 APPROVING FINAL PLAT, PLANNING ADVISORY BOARD CASE 2018-15 TITLED "NORTH POINTE REPLAT": According to the agenda support documents Resolution 2018-96 accepts and approves the plat titled "North Pointe Replat" as a final plat.

City Attorney Bach explained the quasi-judicial procedures for the final plat approval stating Community Development Department Planning Manager Kelly Gibson would present evidence into the record and any effected parties will take an oath that will allow cross examination of witnesses and also noted that an appeal of the City Commission decision can be filed within thirty days to the Circuit Court.

City Clerk Best administered the oath at this time.

Commissioners disclosed ex parte communications as follows: Vice Mayor Kreger met and spoke to the developer and the engineer, Commissioner Ross responded yes, Commissioner Smith and Commissioner Chapman responded no; Mayor Miller has had past communication but no recent communication.

Ms. Gibson gave a detailed staff report as part of the backup materials contained in the agenda. Ms. Gibson explained the staff report contains consistency with the Comprehensive Plan and Land Development Code and confirmed that staff, the Technical Review Committee and the Planning Advisory Board recommend approval of the applicant's preliminary plat.

Ms. Teresa Prince, Esquire, Law Office of Tomassetti and Price, 406 Ash Street, representing the North Pointe Homeowners Association and gave a brief history of the property, the process and requested final approval. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-96. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 Quasi-Judicial - RESOLUTION 2018-97 APPROVING FINAL PLAT, PLANNING ADVISORY BOARD CASE 2018-15 TITLED, "HICKORY RIDGE": According to the agenda support documents Resolution 2018-97 accepts and approves the plat titled, "Hickory Ridge," as a final plat.

City Attorney Bach stated the quasi-judicial procedures for the final plat approval stating Community Development Department Planning Manager Kelly Gibson would present evidence into the record and that any effected parties take an oath that will allow cross examination of witnesses and also noted that an appeal of the City Commission decision can be filed within thirty days to the Circuit Court.

Commissioners disclosed ex parte communications as follows: Vice Mayor Kreger spoke to the developer and engineer, Commissioner Ross responded yes, Commissioner Smith and Commissioner Chapman responded no; Mayor Miller responded yes.

City Clerk Best administered the oath at this time.

Ms. Gibson gave a detailed staff report as part of the backup materials contained in the agenda. Ms. Gibson explained the staff report contains consistency with the Comprehensive Plan and Land Development Code and confirmed that staff, the Technical Review Board and the Planning Advisory Board recommend approval of the applicant's preliminary plat. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-97. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.6 RESOLUTION 2018- 98 ESTABLISHING THE MARINA ADVISORY BOARD; PROVIDING FOR GOALS, MISSION, ORGANIZATION, CONDUCT OF BUSINESS AND STAFF SUPPORT: According to the agenda support documents Resolution 2018-98 establishes the Marina Advisory Board. **A motion was made by Commissioner Chapman, seconded by Vice**

Mayor Kreger, to approve Resolution 2018-98 with the following amendment: add subsection Q "the City Commission/ City Manager shall provide the MAB with requested information in a reasonable amount of time". Mr. Coleman Langshaw, 308 South 15th Street, suggested downtown merchants be added to the MAB as they are stakeholders. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 RESOLUTION 2018-99 ACCEPTING THE PROPOSAL SUBMITTED BY APPLIED TECHNOLOGY & MANAGEMENT, INC. (ATM) IN THE AMOUNT OF $64,200: According to the agenda support documents Resolution 2018-99 accepts the proposal submitted by Applied Technology & Management, Inc. in the amount of $64,200, for Project Bidding, Evaluation, and Negotiations relating to refurbishing or replacing South Basin Docks and providing new utilities. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Resolution 2018-99.**

Vice Mayor Kreger expressed concern regarding the bid process notably, the bidders including ATM, being absent from the mandatory pre-bid meeting. This is a proposal that is being done on emergency basis and it's important to get ahead of this project.

Commissioner Chapman questioned whether dredging is being planned before it is known if the seawalls need to be replaced and how will this affect costs and construction timelines. City Manager Martin responded an engineer is scheduling a seawall assessment which will be forthcoming. In a recent meeting with the proposed contractor, it was deemed there would be minimal impact from the dredging and alignment on the seawall, because it will come from the land side.

Mr. Leslie Rohde, 645 King George Lane, believes this is a great idea however there are concerns regarding the lack of a US Army Corps of Engineers permit, that construction is being scheduled during hurricane season and boats will need to be relocated.

City Manager Martin noted Resolution 2018-99 is to have ATM prepare the bid documents and design specifications with the goal to put it out to bid by the end of July 2018 with a thirty day requirement and building would most likely not commence until post hurricane season. Vice Mayor Kreger clarified there are permits for the realignment and dredging.

Commissioner Ross believes actual construction will not begin until the end of October, near the end of hurricane season. At the last meeting the Ocean Highway Port Authority, they did support the second permit application for the northern section and fuel docks. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.8 RESOLUTION 2018-101 APPROVING THE NOTICE OF AWARD AND THE NOTICE TO PROCEED FOR THE REPAIRS AND REPLACEMENT OF THE SOUTHERN ATTENUATOR AT THE FERNANDINA BEACH HARBOR MARINA (BID # 18-12) TO FENDER MARINE CONSTRUCTION: According to the agenda support documents t Resolution 2018-101 provides a Notice of Award and Notice to Proceed for the Southern Attenuator Repair and Replacement Project, to Cloud 9 Services, Inc. (dba Fender Marine Construction) in the amount of $6,152,565.94. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-101. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

City Manager Martin showed a brief video of the type of dock that Fender Marine has proposed to replace the current docks.

Mr. Leslie Rohde, 645 King George, is personally impressed with Fender Marine however caution is recommended due to the City project being 15 times larger than their largest current project list.

City Manager Martin attested to experiencing the "solid" docks first hand in Hilton Head and after extensive research and discussing the project at length with Fender personnel strongly recommends approval.

Commissioner Smith articulated his extensive construction experience and is confident with Fender after having researched the company background, resumes and similarly completed projects.

Commissioner Chapman is in favor however there is wording in the contract i.e. appears to understand, apparently, etc. that should be more decisive in the contract prior to awarding the contract.

City Manager Martin affirmed his awareness of the wording and assured confidence in addressing the issue.

Vice Mayor Kreger approves though reminded all that the 408 permit is still needed.

Commissioner Ross has growing confidence and is impressed with Fender Marine.

8.1 Quasi-Judicial - Public Hearing - APPEAL – SKIDMORE – RESOLUTION 2018-100: According to the agenda support documents Resolution 2018-100 approves or denies the appeal filed by Steve Skidmore for HDC Case #2016-32.

City Attorney Bach explained the quasi-judicial procedures and standards of appeals. The Land Development Code (LDC) provides that an applicant may appeal a decision by the Historic District Council (HDC) to the City Commission within thirty days. The standard of review is called strict scrutiny and requires the Commission find that the HDC did three things to support its decision: 1.) Procedural due process was afforded to the parties where a hearing containing evidence was held and the applicant and public were given a reasonable opportunity to present information and rebut by any persons appearing at the hearing 2.) Apply the correct law – the HDC is required to apply the correct law and in this case it is the City of Fernandina Beach Comprehensive Plan, LDC which includes the downtown historic district design guidelines and the Secretary of Interior standards for rehabilitation. 3.) The HDC must base its decision on competent substantial evidence. If the HDC did all three of these items in the hearing on May 24, 2018 the City Commission must affirm the HDC decision and not allow any new evidence in this hearing during the review. If the City Commission believes the HDC should hear further evidence the Commission can remand the case back to the HDC. The City Commission's decision must be based on the record of the May 24, 2018 HDC hearing as per the LDC and Florida case law. This procedure is akin to a first tier certiorari review in circuit court for land use decisions. The appellant, Mr. Skidmore, is entitled to a hearing tonight before the City Commission to review the record of the HDC on May 24, 2018 any appeal of the City Commissions decision would be to the Circuit Court within thirty (30) days of the Commission's decision, in writing signed by the Mayor.

Commissioners disclosed ex parte communication as follows: Vice Mayor Kreger and Commissioner Smith had none; Mayor Miller, Commissioner Chapman and Commissioner Ross responded yes.

Mr. Jon Lasserre, Esquire, Rogers Towers, 960185 Gateway Boulevard, representing the appellant, believes the HDC applied the incorrect law, did not base their opinion on competent substantial evidence and does not have jurisdiction to cover driveways. The basis for denial by the HDC was driveways being straight not circular which is not a basis for denial; those are standards that do not meet strict scrutiny that is needed in order to sustain the HDC opinion.

Commissioner Ross asked Mr. Lasserre if his client was afforded procedural due process in this case, to clarify the reference to the parking pad as opposed to the driveway, to affirm this is new construction in the Historic District that must abide by LDC section 8.1.001.01(c) referencing district compatibility. Mr. Lasserre responded it's the HDC's responsibility to show whether there is competent substantial evidence toward their decision, not his client Mr. Skidmore's application.

Commissioner Chapman referenced the LDC for driveways and asked Mr. Lasserre for a definition of a parking pad. Mr. Lasserre responded there is no definition for a parking pad and was merely describing the use of the landscaping area and that a driveway would be governed and permitted by the road department, which is the basis of their argument. The permit was applied for through the building department and returned pending the outcome of the appeal.

Commissioner Smith asked if the parking pad was on the original submitted plans and if the pad was built prior to permitting. Mr. Lasserre responded yes and is included in the architectural plans in the packet.

Commissioner Ross countered that after reviewing the plans the pad is not evident along with several other undocumented changes. Mr. Lasserre acknowledged reference to the stamped plans by the engineer.

Planning Department Historic Preservation Planner Mr. Sal Cumella, was available to answer questions. Commissioner Ross asked for the definition of a driveway under the LDC. Mr. Cumella defined driveway as per Chapter 1 in the LDC as a means of entry to provide property access from a public right of way. Commissioner Ross asked for Mr. Cumella's expert opinion if the circular brick structure at the subject property was in fact a driveway and if the applicant referred to it as a driveway, if a permit was necessary to build the structure and if in fact the permit was applied for after the driveway was constructed and if the HDC has the jurisdiction to review applications to build driveways in the historic district. Mr. Cumella replied yes. The HDC follows the LDC 8.03.03(b) matrix and approves the project as a whole and how it fits in with the character of the neighborhood. The circular driveway also does not meet LDC table 7.0101(a) because it does not have the required frontage. Mr. Lasserre countered the HDC did not have jurisdiction over the approval; it would have been a staff approval. Alternatives were given for the circular drive at both previous hearings and were flatly denied.

Mr. Cumella referred to LDC 8.0303(a)(5) "the City reserves the right to refer specific items to the HDC for its review". Mr. Lasserre countered three alternatives were submitted and rejected. **A motion was made by Commissioner Ross (who stated he attended all the meetings pertaining to this case), seconded by Commissioner Chapman to deny the Skidmore appeal based on LDC 8.001.01(c), appropriate procedural due process and HDC applying the correct law to this application. Therefore, based upon the substantial evidence presented the Skidmore appeal**

should be denied, and the HDC ruling upheld. City Attorney Bach read Resolution 2018-100 by title only, which was as follows: "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA DENYING THE APPEAL FILED BY STEVE SKIDMORE REGARDING THE DECISION OF THE HISTORIC DISTRICT COUNCIL FOR CASE #2016-32, IN ACCORDANCE WITH CITY LAND DEVELOPMENT CODE SECTION 8.03.09; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 Legislative - FIRST READING OF ORDINANCE 2018-18: City Attorney Bach read Ordinance 2018-18 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES CHAPTER 22, ARTICLE V FLOODPLAIN MANAGEMENT; ADOPTING SECTION 22-29.1 FOR LOCAL ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE; ADOPTING SECTION 22-29.2 TO ADOPT LOCAL TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-18 amends Chapter 22 of the City Code pertaining to Floodplain Management.

City Attorney Bach noted the effective date of August 21 with staff approval however there are current applications with plans designed to the current floodplain management ordinance and do not reflect some of the changes in the proposed ordinance and requested the Commission mull an effective date to accommodate current applicants.

City Manager Martin is aware of concerns voiced by contractors and builders and it may be in the City's best interest to forego a second reading until late September so the Building Department can host a workshop or public information session for the public.

Mr. John Cotner, 1627 Atlantic Avenue, agreed and asked for a postponement due to the current interim Building Official situation and asked for a delay until the position is filled.

Vice Mayor Kreger concurred public input is necessary however the ordinance needs to be specific so that regardless of whom the Building Official is the ordinance will be enforced as written.

Commissioner Ross noted that with 1048 pages in the agenda packet he only recently read the ordinance and is in favor however the ordinance needs to be assessed more closely. **A motion was made by Commissioner Ross seconded by Vice Mayor Kreger, to approve Ordinance 2018-18. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 SECOND READING OF ORDINANCE 2018-16: City Attorney Bach read Ordinance 2018-16 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." According to the agenda support documents this Resolution 2018 -16 amending Chapter 90 of the Code of Ordinances to include the Beach Ranger Program.

The public hearing was opened at this time.

City Attorney Bach clarified that the original Ordinance was written with a no fishing zone of 300 feet which was changed to 300 yards per Ocean Rescue's recommendation.

Mr. Frank Lewis, 2253 Safe Harbor Lane, asked when fishing on the beach is allowed. City Attorney Bach responded fishing within 300 yards of Ocean Rescue lifeguard stands is prohibited when there is a lifeguard on duty: Memorial Day through Labor Day; otherwise the beach is open to fishing. The Beach Rangers are uniformed and in effect 24 hours per day 365 days a year. **A motion was made by Commissioner Ross seconded by Vice Mayor Kreger, to approve Ordinance 2018-16. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.2 SECOND READING OF ORDINANCE 2018-17: City Attorney Bach read Ordinance 2018-17 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. 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 2018-17. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

11.1 ARTS AND CULTURE NASSAU: According to the agenda support documents there was one appointment for the Arts and Culture Nassau Committee. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to approve the appointment of Ms. Carol Kish. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

12. CITY COMMISSION DISCUSSION / DIRECTION

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

Mr. Clinch Kavanaugh, 102 North 6th Street, has concerns about the changes including roads that should not be paved in the historic district where he lives and encouraged the Commission to look at the Green Streets and EPA guidelines.

Commissioner Ross shared the City has no street standards. After meeting with Maintenance Department Streets and Parks Director Rex Lester and touring roads which are inaccessible to fire trucks and garbage trucks the intention is to create a standard for roadways. This is a public safety issue.

CITY MANAGER REPORTS:

PERSONNEL: City Manager Martin reported the interviews for the City Arborist position concluded this week and an offer will be forthcoming. Interviews for the Building Director position will take place tomorrow.

BUDGET: City Manager Martin reported next year's proposed budget will be distributed Monday; July 23rd. City Manager Martin will have a presentation summary of budget highlights at the City Commission Regular Meeting on August 7th. City Manager Martin requested Monday, August 13th and Tuesday, August 14th for budget workshop dates.

SPECIAL MEETING: City Manager Martin confirmed the Commission agreed to a Special Meeting on July 31st regarding the millage rate.

BEACH: City Manager Martin addressed the trash collection concerns at the beach specific to the labor intensive 55 gallon cans that are in the sand. City Maintenance Facilities Manager Jeremiah Glisson requested Advance Disposal provide (60) 95 gallon carts at each City beach access to be picked up on a regular daily basis.

A discussion ensued among the Commission regarding the pros and cons of the aforementioned proposal to resolve trash issues, the current "leave no trace" rule and the County and Tourist District Council involvement.

BEACH PARKING: City Manager Martin proposed the Commission meet in a workshop on September 25 to make a determination on paid beach parking by October 31.

CONFERENCE: City Manager Martin and Commissioner Ross will attend the Florida League of Cities conference in Hollywood, Florida August 16-18.

POLICE: City Manager Martin invited City Police Sargent Lee to the podium to introduce new City of Fernandina Beach Police Officers Brittany Decker and Colby Sears.

CITY ATTORNEY REPORTS:

BEACH: City Attorney Bach reported that the recent House Bill 631passed by Governor Rick Scott regarding privatizing beaches is currently not affecting City of Fernandina Beach beaches due to ongoing and recently instituted pre-emptive measures.

CONFERENCE: City Attorney Bach attended the conference for State of Florida City Attorneys and spoke on airport concerns, ad valorem tax issues and general municipal concerns.

CITY CLERK REPORTS:

ADVISORY BOARD/COMMITTEE VACANCIES: City Clerk Best informed that the Airport Advisory Committee has one vacancy, the Code Enforcement and Appeals Board has one alternate vacancy and the Parks and Recreation Advisory Committee has two vacancies. Interested parties may fill out the online application on the City of Fernandina Beach website or apply in person at the City Clerk's office in City Hall, 204 Ash Street.

ELECTION: City Clerk Best congratulated the following 2018 General Election Candidates: Group 4 Candidates: Incumbent Commissioner Roy G. Smith, Candidate Bradley M. Bean and Candidate Mike Lednovich. Group 5 Candidates: Incumbent Commissioner/Vice Mayor Len Kreger and Candidate Cason Zylinski.

MAYOR/COMMISSIONER COMMENTS:

CONSERVATION: Vice Mayor Kreger noted that on the August 7th City Commission Regular Meeting agenda will be his nomination of land acquisition for conservation of a property on Citrona Avenue. A property at 9th and Jasmine Streets may be purchased at appraised value by a nonprofit, Habitat for Humanity, to construct two affordable homes. City Attorney Bach advised per State Statute it is permissible to dispose of property as the Commission sees fit and asked for consensus to go forward with Habitat for Humanity to get a purchase and sales contract on an upcoming agenda.

FLAGS: Vice Mayor Kreger placed a discussion on the agenda to discuss the flying of flags on August 21st.

MEETING: Commissioner Chapman attended the Nassau County meeting regarding reconstruction of Sadler Road to make it a "destination" and encouraged the community to attend the next Nassau County meeting regarding this topic on Thursday, July 19th.

KUDOS: Commissioner Chapman extended kudos to the outstanding, professional City of Fernandina Beach Fire and Ocean Rescue department on their recent handling of the two swimmers bitten by sharks and also their valiant response in saving of the boat yard during this past week's disastrous fire at Tiger Point Marina.

EVENT: Commissioner Chapman encouraged all to attend the City of Fernandina Beach Police vs. Fire charity basketball game at the Peck Center on Friday July 20th at 5:00pm.

OCEAN HIGHWAY PORT AUTHORITY (OHPA): Commissioner Ross reported the recent approval by OHPA of the 408 permit for the northern section of the marina. The OHPA Commissioner and the new operator of the port have a difference of opinion in rebidding the operator agreement as the terms that were discussed have changed from a thirty year agreement to a public contract.

KUDOS: Mayor Miller echoed Commissioner Chapman's remarks praising the City of Fernandina Beach Fire and Ocean Rescue Department on their professionalism in handling the recent shark attacks which received international attention. Mayor Miller also commended the Fire Department on the recent fire destruction of Tiger Point Marina which is owned by his personal friend who equated watching the firefighters in action to watching a well-orchestrated NFL game.

CONDOLENCES: Mayor Miller expressed condolences to local community resident Mr. George Morris and family on the recent loss of their Mother.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:28m.

ATTEST:

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CAROLINE BEST	JOHN A. MILLER
City Clerk	Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Special Meeting on Wednesday, July 31, 2018 at 5:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice-Mayor Len Kreger, Commissioners Roy G. Smith, Philip A. Chapman and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale Martin, and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the pledge of allegiance.

4.1 RESOLUTION 2018-102 SETTING A TENTATIVE MILLAGE RATE FOR OPERATING EXPENSES FOR THE CITY FOR FISCAL YEAR 2018/2019; SETTING THE TENTATIVE MILLAGE RATE FOR VOTER APPROVED DEBT SERVICE: According to the agenda support documents Resolution 2018-102 establishes the Tentative Operating and Voter Approved Debt Millage Rates for FY 2018/2019. City Manager Martin provided copies of the proposed budget based upon an operating millage rate of 5.8553 which is approximately a 5% increase over the rollback rate of 5.2459. The Commission must set the tentative millage rate at the highest it can be set noting that changes may be made to the budget. The proposed millage rate requires four out of five (2/3) Commission votes. There has been expressed interest to maintain the current 6.00 millage rate, discussion is open to the Commission and public for consideration, a unanimous vote would be needed to maintain the rate. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Resolution 2018-102 to maintain the current millage rate at 6.000. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion failed.

A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2018-102 a tentative millage rate of 5.8553. Vote upon passage of the motion was taken by ayes and nays and was as follows:

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

Motion passed.

5. DETERMINE UPCOMING BUDGET WORKSHOP DATES: The consensus of the Commission was to schedule budget workshops for Monday, August 13, 2018 at 6:00 p.m. and Tuesday, August 14, 2018 at 6:00 p.m. in Commission Chambers at City Hall.

6. ADJOURNMENT: There being no further business to come before the City Commission, the Special Meeting was adjourned at 5:10 pm.

ATTEST:

____________________________	____________________________
CAROLINE BEST	JOHN A. MILLER
City Clerk	Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, August 7, 2018 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Roy G. Smith, Philip Chapman, and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. Reverend James Tippins, Baptist Medical Center Senior Chaplain gave the invocation.

4.1 PROCLAMATION - MAINTENANCE, STORMWATER AND UTILITIES DEPARTMENTS: Mayor Miller read the Proclamation in full recognizing the Maintenance, Stormwater, and Utilities Departments for providing critical citizen services. Stormwater Manager Andre Desilet, Facilities Maintenance Director Jeremiah Glisson, Streets and Parks Maintenance Director Rex Lester and Administrative Coordinator Cathy Sabattini were in attendance to accept the Proclamation.

4.2 PRESENTATION - BOARD OF ADJUSTMENT: Community Development Department Planner II Jacob Platt and Chairman Matthew Miller presented an overview of the Board of Adjustment.

4.3 PRESENTATION - AMELIA ISLAND TOURIST DEVELOPMENT COUNCIL (TDC): Amelia Island Tourist Development Council President Mr. Gil Langley gave a presentation related to TDC functions and tourism efforts.

4.4 PRESENTATION – PROPOSED FY 2018/2019 BUDGET: City Manager Martin provided a presentation of the proposed budget for fiscal year 2018-2019 which included millage rate comparisons, proposed personnel growth, capital expansion projects, and a review of future budget meetings.

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

TRAIL: Mr. Phil Scanlan, 1832 Village Court, is pursuing trail application funding from Cumberland Island to the Timucuan trail that is now a designated trail map on state maps and requested the City support same.

MARINA: Mr. Paul Lore, 2794 Longboat Drive, thanked all for the hard work in moving the Marina repairs forward.

CONSERVATION: Ms. Margaret Kirkland, 1377 Plantation Point Drive, on behalf of the Amelia Tree Conservancy, voiced concern and considerable urgency to conserve open space and offered suggestions for funding sources including but not limited to grant funding, land donations and land trusts.

6. CONSENT AGENDA: the following two items were on the Consent Agenda and were approved by one motion.

6.1 RESOLUTION 2018-104 DECLARING CERTAIN TITLED CITY PROPERTY SURPLUS; AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID PROPERTY IN A MANNER CONSISTENT WITH THE CITY'S POLICIES AND PROCEDURES: According to the agenda support documents Resolution 2018-104 declares certain property as surplus, and authorizes the disposal of such. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-104. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2018-105 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-105 approves a transfer of $20,000 from Police Part-Time Salaries account to the Police Repairs Maintenance Vehicle account and a transfer of $30,000 from the Streets Contractual account to the Streets Repairs Maintenance Vehicle account. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-105. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2018-103 AUTHORIZING THE ISSUANCE OF ITS CITY OF FERNANDINA BEACH, FLORIDA LINE OF CREDIT NOTE, SERIES 2018, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $6,600,000 TO REIMBURSE AND FUND CAPITAL IMPROVEMENTS INCLUDING CERTAIN IMPROVEMENTS TO THE CITY OWNED MARINA; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM CERTAIN FEMA REIMBURSEMENTS AND FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD SUCH NOTE "BANK QUALIFIED" STATUS; PROVIDING FOR THE RIGHTS, SECURITIES, AND REMEDIES FOR THE OWNERS OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH: According to the agenda support documents Resolution 2018-103 approves the execution of various documents pertaining to the Line of Credit Note, Series 2018.

Mr. George Smith, Esquire of Bryant Miller Olive law firm explained Resolution 2018-103 originally had an interest rate which represented a percentage of London Interbank Offered Rate (LIBOR), plus a spread. The spread is now 0.623%. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-103. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2018-106 AUTHORIZING JOINT PARTICIPATION AGREEMENT (JPA) #43803519419 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE DESIGN AND CONSTRUCTION OF A NEW FUEL FARM FACILITY AT THE NEW TERMINAL FACILITY AT THE FERNANDINA BEACH MUNICIPAL AIRPORT: According to the agenda support document Resolution 2018-106 authorizes FDOT Joint Participation Agreement #43803519419 in the amount of $56,250 for the design and construction of a new fuel farm facility at the Fernandina Beach Municipal Airport.

Commissioner Ross asked for an explanation of the 20% grant match. Airport Director Nathan Coyle responded with a brief presentation on the project including the funding from the Florida Department of Transportation fiscal year 2019 $56,250 and fiscal year 2020 of $343,750 with 20% match requirements designated in the five year capital improvement plan. Currently, a work order is in process to select a consultant engineer.

Vice Mayor Kreger explained there may be two aeronautical consultants considering the City has a request for proposal due on August 17th. Mr. Coyle acknowledged a discussion with City Manager Martin regarding the consultants and the parameters of the FAA guidelines. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-106. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2018-107 APPROVING WEATHERPROOFING TECHNOLOGIES, INC. (A SUBSIDIARY OF TREMCO INC.) TO PERFORM ROOF REPAIRS TO THE BUILDING AT 25 NORTH 4TH STREET IN AN AMOUNT NOT TO EXCEED $34,350; APPROVING AMENDMENTS TO THE LIBRARY BUDGET FOR FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-107 approves hiring Weatherproofing Technologies, Inc. for repairs at 25 North 4th Street, and approves the following budget amendments transferring $34,350 to the Library Repair/Maintenance Building account from various accounts.

Facilities Maintenance Director Jeremiah Glisson reported an investigation concluded the absence of an expansion joint which was not in the initial design is the reason for the necessary repairs. City Attorney Bach concluded discussions and investigations regarding liability and recourse are ongoing. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-107. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2018-108 AUTHORIZING THE AWARD OF BID #18-16 TO OTAK GROUP, INC. FOR REPAIRS TO THE MARINA BOATERS LOUNGE AND BATHHOUSE; AUTHORIZING EXECUTION: According to the agenda support documents Resolution 2018-108 approves the award of Bid #18-16 to OTAK Group, Inc. in the amount of $30,789.

Commissioner Chapman voiced concern only two bids were received and is seemingly a common occurrence which is ridiculous. Commissioner Ross questioned how more bids could be solicited.
Commissioner Chapman noted the hiring of consultants, ATM, to address bidding issues. Process improvement is needed to encourage multiple bidders for projects. City Manager Martin stated the City advertises on the worldwide web, specifically two national websites for bidders. Vice Mayor Kreger believes staff is making a concerted effort to attract bidders noting large metropolitan areas fare better than smaller municipalities. There is an ongoing effort to prequalify bidders to get a handle on the process. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2018-108. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2018-109 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-109 approves a transfer of $18,000 from Parks Capital Improvements to MLK Capital Improvements account. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman to approve Resolution 2018-109. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.6 RESOLUTION 2018-110 AMENDING RESOLUTION 2017-169 RELATING TO THE ACCOUNTING FOR THE WITT O'BRIEN AGREEMENT; APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2017-169 amends the accounting as specified in Resolution 2017-169, extending the use of Witt O'Brien's services to all departments/funds using their respective Professional Services account. Also approves a transfer of $10,000 to the Marina Professional Services account from the Marina Operating Supplies account. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-110. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 RESOLUTION 2018-111 AUTHORIZING THE CITY ATTORNEY TO DEFEND THE CITY IN CERTAIN LITIGATION: According to the agenda support documents Resolution 2018-111 authorizes the City Attorney to work with City claims administrator, Preferred Governmental Claim Solutions (PGCS), appear on behalf of if necessary, and defend the City of Fernandina Beach in the matter of Dennis T. Hutto v. City of Fernandina Beach, Case No.:2018-CA-253 in the Fourth Judicial Circuit Court in and for Nassau County, Florida. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-111. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried**.

7.8 RESOLUTION 2018-112 AMENDING RULES OF PROCEDURE FOR THE CITY COMMISSION BY PROVIDING FOR RESTRICTIONS ON ADDING AGENDA ITEMS WITH SHORT NOTICE; PROVIDING FOR DEADLINES FOR INFORMATION SUBMITTED BY COMMISSIONERS FOR REVIEW AT COMMISSION MEETINGS: According to the agenda support documents Resolution 2018-112 approves the amendment of the City Commission Rules of Procedure. ***The consensus of the Commission was to direct City Attorney Bach to revise Resolution 2018-112. Revisions will be considered at the September 4th City Commission Regular Meeting.***

8.1 FIRST READING OF ORDINANCE 2018-19: City Attorney Bach read Ordinance 2018-19 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REGULATING BUS PARKING AND TOURS IN THE HISTORIC DISTRICTS OF THE CITY; CREATING SECTION 70-191 PROVIDING FOR DEFINITIONS; CREATING SECTION 70-192 PROVIDING FOR RESTRICTED BUS PARKING; CREATING SECTION 70-193 PROVIDING FOR RESTRICTED BUS TOURS IN HISTORIC DISTRICTS; CREATING SECTION 70-194 PROVIDING FOR BUS IDENTIFICATION AND MARKINGS; CREATING SECTION 70-195 PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-19 creates various sections in the City Code pertaining to buses. **A motion was made by Commissioner Smith, seconded by Commissioner Ross to approve Resolution 2018-19. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** ***The consensus of the Commission was to direct City Attorney Bach to revise the fee section and bus marking requirement section of Ordinance 2018-19.***

8.2 FIRST READING OF ORDINANCE 2018-20: City Attorney Bach read Ordinance 2018-20 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; AMENDING SECTION 90-48 BY ELIMINATING BEACH DRIVING PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.: According to the agenda support documents Ordinance 2018-20 amends Section 90 of the City Code by eliminating limited (no more than fifteen annually) beach driving permits. **A motion was made by Commissioner Smith,**

seconded by Commissioner Ross to approve Resolution 2018-20. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

9.1 HISTORIC DISTRICT COUNCIL: According to the agenda support documents there was one appointment for the Historic District Council. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve the appointment of Mr. Enrique Escalante. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.2 PARKS AND RECREATION ADVISORY COMMITTEE: According to the agenda support documents there was one appointment for the Parks and Recreation Advisory Committee. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman to approve the appointment of Mr. Michael Kegler. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.3 MARINA ADVISORY BOARD: According to the agenda support documents there were three appointments for the Marina Advisory Board. ***The consensus of the Commission was to move this item to the September 4th City Commission Regular Meeting pending the revision of the Marina Advisory Board resolution.***

10.1 FLAG DISPLAY AND PROTOCOL REQUIREMENTS ON CITY OWNED LAND AND BUILDINGS: This item was placed on the agenda at the request of Vice Mayor Kreger. ***The consensus of the Commission was to move this item to the September 4th City Commission Regular Meeting agenda.***

10.2 DONATION OF REAL CITY PROPERTY FOR THE PURPOSE OF CONSTRUCTING AFFORDABLE HOUSING: This item was placed on the agenda at the request of Vice Mayor Kreger.

Mr. Chris Farrah, 931 S. 9TH Street, is a resident with a personal interest to purchase the empty lot at 9th and Jasmine which is adjacent to his home. Commissioner Ross suggested the lot at 9th and Jasmine be preserved in perpetuity

City Attorney Bach recommended drafting a time saving deed restriction/conservation easement that can be approved by resolution.

Mr. Medardo Monzon, 2826 S. Fletcher Avenue, encouraged a vigorous debate should be held regarding affordable housing and conservation. Mr. Monzon commended Vice Mayor Kreger for his involvement and commitment confronting the affordable housing crisis. ***The consensus of the Commission was to move this item to the September 4th City Commission Regular Meeting agenda.***

10.3 BEACH MATTERS - SADLER ROAD BEACH ACCESS EMERGENCY PREPAREDNESS PLAN AND ANCILLARY BEACH PARKING LOCATION(S): This item was placed on the agenda at the request of Commissioner Ross who took the opportunity to discuss options with the Commission and clarify issues related to beach matters.

10.4 CENTRAL BUSINESS DISTRICT - FEE IN LIEU OF PROVIDING ON-SITE PARKING: This item was placed on the agenda at the request of Commissioner Ross who Ross asked for clarification regarding the master plan and questions regarding the fee schedule. Community Development Department Planning Manager Kelly Gibson gave an explanation concluding the proposed fee increase that will be considered at the City Commission Regular Meeting on August 21st.

CITY MANAGER REPORTS:

MARINA: City Manager Martin reported the US Army Corps of Engineers issued authorization for work on the Marina southern attenuator. City Manager Martin thanked the Commission, Congressman Bill Rutherford, Senator Bill Nelson, Senator Marco Rubio and local Lobbyist Buddy Jacobs for their critical input and support of this accomplishment. A temporary project manager, Bronson Lamb, who has extensive marina experience will be hired as of November 1 to oversee the marina southern attenuator project.

BUDGET WORKSHOPS: City Manager Martin reaffirmed the budget workshops will take place on Monday August 13th and Tuesday August 14th.

CONFERENCE: City Manager Martin and Commissioner Ross will attend the Northeast Florida League of Cities conference from Thursday August 16 - Saturday August18th.

CITY ATTORNEY REPORTS:

CONTRACT: City Attorney Bach reported contract details are being drafted and will be completed in the next few weeks for Fender Marine, the winning bidder for the Marina southern attenuator project.

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

MAYOR/COMMISSIONER COMMENTS:

GRANT: Commissioner Ross alerted the Commission to the Stan Mayfield Working Waterfront Grant Program which municipalities with working waterfronts may apply for; applications are due Thursday August 9th.

UPDATE: Commissioner Ross noted the Skidmore property, located within the historic district, has removed the unapproved circular driveway and replaced it with a walkway.

KUDOS: Commissioner Ross complimented Rayonier Advanced Materials for purchasing the American Foreign Legion property.

THANK YOU: Commissioner Ross thanked Mr. Lynn Williams for his invaluable involvement in procuring the US Army Corps of Engineers 408 permit for the Marina southern attenuator repairs.

GRANT: Commissioner Chapman attended a land development meeting in Sebastian, Florida and suggested researching their waterfront partnership which is a benefactor of the Stan Mayfield Working Waterfront Grant Program.

SCHOOL: Commissioner Chapman attended the Teacher Convocation at Yulee High School and thanked all teachers for their dedicated work and also extended a thank you to City Police Chief James Hurley for the resources to implement safety officers in schools with hope they are never used. Commissioner Chapman wished all a happy, safe and successful school year.

WATERFRONT: Vice Mayor Kreger gave a brief presentation on the waterfront projects and applauded the implementation of a project manager to oversee the Marina project that may cost between $8-10 million dollars. There is a possibility for additional funds through a local mitigation grant for shoreline stabilization.

PROPERTY: Vice Mayor Kreger nominated the Boner and Dodd properties located on/near Citrona Drive for City acquisition.

SCHOOL SUPPLY EVENT: Vice Mayor Kreger along with Police Chief James Hurley attended the third annual Elm Street Sportsman's Association school give away on Sunday August 5th.

NOMINATIONS: Vice Mayor Kreger announced the Northeast Florida Regional Council Award nominations are due October 13th. The City has received five awards in the past; individuals or groups are eligible, applications are available through City Department Directors.

RECOGNITION: Mayor Miller suggested a Proclamation be issued for Mr. Lynn Williams for his dedicated and decades long Marina/waterfront improvement efforts on behalf of the City.

PROCLAMATION: Mayor Miller presented a moving Proclamation to the Gullah Geechee Nation on Sunday August 5th at the Palace Saloon, Florida's oldest bar.

CONDOLENCES: Mayor Miller expressed condolences to the O'Day family on the recent loss of their Mother.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:39 pm.

ATTEST:

___________________________	___________________________
CAROLINE BEST	JOHN A. MILLER
City Clerk	Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida met in a Workshop on Monday August 13, 2018 at 5:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Roy G. Smith, and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin and City Attorney Tammi Bach.

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

4. CITY MANAGER SUMMARY: City Manager Dale Martin began by presenting a review of the second draft of the 2018/2019 fiscal year budget and thanked City staff and Department Directors for their input, fellow Charter Officers City Clerk Caroline Best and City Attorney Tammi Bach, and a special thanks to Administrative Services Manager Nicole Bednar.

5. PUBLIC COMMENT:

Boys and Girls Club Executive Director Mr. Chris Martin, 86103 Montauk Drive, would like the opportunity to apply for the nonprofit funding allocations. Having received City funding in the past, the program at the Roberts Center on Lime Street has grown and currently serves approximately sixty teenagers some who cannot afford the $50 per month fee, laptops or the extracurricular trips i.e. White Oak, Disneyworld, camp, etc. Mayor Miller asked if a formal request was submitted and for what amount. Mr. Chris Martin responded that as the new director he was not aware funding was available. Comptroller Patti Clifford explained the last contribution to the Boys and Girls Club was in fiscal year 2011-2012. Applications are sent to organizations and are also available on the City website.

Ms. Margaret Kirkland, 1377 Plantation Pointe Drive, on behalf of the Amelia Tree Conservancy. In light of the recent unanimous vote to approve the land conservation ordinance, the Amelia Tree Conservancy would like to request an allocation of 50% from the Parks and Recreation impact fee fund and requests that an open land/open space impact fee be created. Land and canopy have been lost from both development and storms and preservation is part of infrastructure. Vice Mayor Kreger explained state law requires impact fees be spent on infrastructure due to growth, not necessarily for conservation. Impact fees should be for parks where needed. City Attorney Bach affirmed impact fees are for anticipated growth.

Commissioner Smith questioned how many City residents were on the tree committee and whether the committee wanted an arborist or funding, considering having both would be too expensive. Taxpayers have conveyed they do not want tax dollars spent on conservation land. The survey was completed by approximately 500 out of 12,000 residents, and is not a good survey. Ms. Kirkland replied both the arborist and funding can be had and are a must for the future and legacy of the island. The Amelia Tree Conservancy has approximately $23,000 in funds, was started in 2013 and became part of the North Florida Land Trust in 2014, as of July 1, 2018 is incorporated in the state of Florida and is designated 501c3 by the

IRS. Mayor Miller broached doing endowments that the City would recognize and also reminded of the major commitment to the Greenway.

Friends of Amelia Island Trails Chief Executive Officer Mr. Phil Scanlan, 1832 Village Court, thanked the Commission for the $40,000 capital allocation and requested that $10,000 a year for two years be moved to expense as incentive for a water taxi between Fernandina Beach and St. Mary's, Georgia, a connection that's needed for grant funding for the East Coast Greenway. If approved a meeting with the City Planning department will be needed to develop a request for proposal.

Mr. Kevin McCarthy, 2220 Florida Avenue, operated the previous ferry from Fernandina Beach to St. Mary's from 2008-2011 until closing it due to the recession resulting in a $150,000 loss. In order for a new ferry service to be successful, full support from both Fernandina Beach and St. Mary's is needed and operationally, success will take an approximate four year investment. Mr. McCarthy's current water businesses are successful due in part to marketing and advertising which is critical. St. Mary's is growing and building a new marina, shops, housing, etc., and this is an opportunity to move forward as the town evolves. Mayor Miller revisited a meeting several years ago with the St. Mary's Mayor et al and the precluding issues prevented resurrecting the ferry however it would be an absolute positive for the City to have a water taxi to St. Mary's. Comptroller Clifford explained that moving the funds is doable with a Commission consensus. ***Vice Mayor Kreger made a consensus motion, seconded by Commissioner Ross to transfer $10,000 from the capital improvement fund to the water taxi. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.*** Mayor Miller reiterated that the vote is a verbal consensus.

Ms. Suanne Thamm, 404 Broome Street, stated votes cannot be taken at workshops, votes may only be taken at regular or special meetings. City Attorney Bach clarified that the vote is a consensus; it does not adopt anything but provides direction change for the final budget meeting.

Nassau County Economic Development Board (NCEBD) Executive Director Ms. Laura DiBella thanked the Commission for their support over the past four years and gave an overview of NCEDB three main functions: retain, recruit and support businesses in Nassau County. In the past 3.5 years capital investments have produced over $161 million and more than 267 jobs for the City with investments continuing in perpetuity. Ms. DiBella introduced her team: Operations and Compliance Manager Ms. Shelly Hirsch, who gave an overview of emergency management support; Workforce Development Liaison Ms. Sherry Mitchell who spoke about the workforce development initiative; and Florida Small Business Development Consultant Ms. Jody Henson who spoke about entrepreneurship and small business development.

Commissioner Ross asked about workforce issues and local businesses inability to maintain staff and asked the board what is being done to ameliorate the issue. Vice Mayor Kreger noted islanders are leaving for better paying jobs elsewhere because affordable housing is not available. Ms. DiBella commented on limited rental inventory and increasing affordable housing is an ongoing topic of discussion. Ms. DiBella requested the same amount as the previous year, $25,000. Comptroller Clifford stated that $5,000 was available in the budget. ***The consensus of the Commission was to "park" the discussion.***

City Manager Martin asked for direction pending the Nassau County proposed gas tax increase which will likely provide approximately $128,000 in unallocated funds in the next fiscal year. Comptroller Clifford clarified the $128,000 would be available in the general fund. Commissioner Ross suggested $50,000 be allocated to downtown landscaping and the remainder to hiring an Ocean Rescue supervisor. Further discussion ensued amongst the Commissioners regarding priorities, capital improvements, costs, budget details and how to allocate the $128,000.

4.2. NON-PROFIT GRANT ALLOCATIONS: ***The consensus of the City Commission was to allot grant funding to the following non-profit organizations as follows: Episcopal Children's Services - $2,500; Nassau Mental Health (Starting Point) - $10,000; Micah's Place Inc. - $6,000; Barnabas Center - $5,000; Family Support Services - $ 1,500; America's Youth Inc. - $2,500; Salvation Army of Nassau County - $5,000; The ARC Nassau - $2,000; Nassau County Council on Aging - $40,000 (includes $10,000 trolley operations).***

6. ADJOURNMENT: There being no further business to come before the Commission, the Workshop was adjourned at 8:52 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, August 21, 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 Shane Goltz of First Baptist Church.

4.1 PROCLAMATION - "INTERNATIONAL HOMELESS ANIMALS' DAY" & "HOMELESS ANIMALS' MONTH": Mayor Miller read the Proclamation in full recognizing August 18, 2018, as "International Homeless Animals' Day" and the month of August as "Homeless Animals' Month." Cats Angels, Inc. Director Ms. Pat Glassbrenner will be in attendance to accept the Proclamation.

4.2 PROCLAMATION - 50TH ANNIVERSARY OF THE FAIR HOUSING ACT: Mayor Miller read the Proclamation in full recognizing the 50th Anniversary of the Fair Housing Act for fostering inclusive communities free from discrimination. Mr. Ted Griffin and Reverend Bernard Thompson were in attendance to accept the Proclamation.

4.3 PRESENTATION - FERNANDINA BEACH MAIN STREET PROGRAM: Fernandina Beach Main Street Executive Director Ms. Arlene Filkoff provided a synopsis of projects occurring within each of the four Main Street Councils (Promotions, Economic Restructuring, Organization, and Promotion).

4.4 BUDGET SUMMARY: Comptroller Pauline Testagrose was available to answer any questions regarding the budget summary for July, 2018.

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

BUDGET: Mr. Bob Weintraub, 2848 Ferdinand Court, referred to the recreational impact fees that can be revoked if not used by the deadline, and suggested using the funds to purchase eighteen available properties which border the recreational greenway.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the Regular Meeting of February 6, 2018; the Workshop of February 13, 2018; and Regular Meeting of February 20, 2018 were presented for approval. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2018-113 SUPPORTING THE NORTHEAST FLORIDA REGIONAL COUNCIL (NEFRC) AND ITS SERVICES TO THE REGION: According to the agenda support documents Resolution 2018-113 supports the mission of the NEFRC and its myriad of programs, projects and initiatives that inure to the mutual advantage of each unit of local government in the region. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger to approve Resolution 2018-113. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2018-114 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-114 approves a transfer of $12,000 from the Golf Operating Supplies account to the Golf Repairs/Maintenance account. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-114. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2018-115 AUTHORIZING THE AWARD OF BID #18-15 TO TRINITY ELECTRICAL SERVICES, INC. IN THE AMOUNT OF $160,000 FOR THE REPLACEMENT OF THE AIRPORT'S AUTOMATED WEATHER OBSERVING SYSTEM (AWOS), CONTINGENT UPON RECEIPT OF FEDERAL AVIATION ADMINISTRATION GRANT FUNDING: According to the agenda support documents Resolution 2018-115 Awards Bid # 18-15 to Trinity Electrical Services, Inc. contingent upon receipt of FAA grant funding for replacement of the Airport AWOS in the amount of $160,000. Airport Director Nathan Coyle gave a brief update on the cost analysis, research and selection process for the contractor and also explained the Automated Weather Observation System (AWOS) and its importance to the community. **A motion was made by Commissioner Ross, seconded by Commissioner Chapman to approve Resolution 2018-115. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2018-116 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018 FOR WATER AND WASTEWATER EXPENSES: According to the agenda support documents Resolution 2018-116 approves a budget transfer of $55,000 from the Water Contractual account to the Water Utilities – Electric account and a transfer of $50,000 from the Wastewater Improvements account to the Wastewater Repair/Maintenance Equipment account. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve the Resolution 2018-116. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2018-117 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FERNANDINA BEACH AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2836, CONCERNING THE USE OF STATE PREMIUM TAX FUNDS: According to the agenda support documents Resolution 2018-117 approves the Memorandum of Understanding to the Collective Bargaining Agreement with the International Association of Firefighters, Local 2836. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-117. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2018-21 - MASTER FEE SCHEDULE: City Attorney Bach read Ordinance 2018-21 by title only, which was a as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, CEMETERY, CITY CLERK'S OFFICE, CITY MANAGER'S OFFICE, COMMUNITY DEVELOPMENT, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, POLICE, SANITATION, STORMWATER, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2018/2019; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-21 approves the amended Master Fee Schedule consisting of the Airport, Cemetery, City Clerk's Office, City Manager's Office, Community Development, Fire, Golf Course, Marina, Parks and Recreation, Police, Sanitation, Stormwater, Wastewater, Water, and Impact Fees, excluding Water and Wastewater Impact Fees for Fiscal Year 2018/2019.

Commissioner Chapman noted the Airport hangar space fee and ground lease fee need to be corrected prior to second reading.

Commissioner Ross noted he emailed six pages of questions to City Manager Martin over the weekend that he would like answered prior to the second reading particularly regarding Parks and Recreation fees for City residents vs. non-City residents.

Airport Manager Nathan Coyle gave a detailed explanation of airport fees and the recommendations of the Airport Advisory Committee (AAC).

AAC board member Mr. Don Edlin, 1548 Ruskin Lane, gave an explanation of how the AAC determined the hangar fees and expressed concerns about the ad valorem tax. Vice Mayor Kreger stated the City paid the $28,000 ad valorem tax and is an issue that can and should be expediently resolved. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Ordinance 2018-21 with the following two amendments: 1) change lease rates from $0.20 per year to $0.20 per square foot, 2) make sure the airport fees for the tenants are at the full amount of the raise.**

Ms. Julie Ferreira, 501 Date Street, is a frequent visitor to the Atlantic Avenue Recreation Center pool witnessing people using the pool for medical rehabilitation purposes and feels attendees are not necessarily paying what the market will bear. Vice Mayor Kreger agreed and believes the City is obligated to provide parks and recreation facilities for City residents. Commissioner Smith concurred and would not increase City fees however the cost should be increased for county residents. Commissioner Ross commented costs should be reviewed and City residents should be accommodated first.

City Attorney Bach explained specified details of the motion to be voted upon and suggested that a final vote be made by October 1, 2018 and that recommendations can be explored at a later date. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried**.

8.2 QUASI-JUDICIAL - FIRST READING - ORDINANCE 2018-22 - VOLUNTARY ANNEXATION - 1336 S. 14TH STREET & 1451 NECTARINE STREET: City Attorney Bach read Ordinance 2018-22 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING 0.66 ACRES OF LAND LOCATED AT 1336 S. 14^{TH} STREET AND 1451 NECTARINE STREET; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-22 approves the annexation of 1336 S. 14th Street and 1451 Nectarine Street.

City Attorney Bach explained the Quasi-judicial procedures and standards of appeals. Any appeal must be taken within thirty days to the Circuit Court of the City Commission's written findings of fact. Procedurally, there is no requirement for Ordinances to vote twice, the vote will be taken at the September 18^{th} City Commission Regular Meeting, ex parte communications with any parties involved is strictly prohibited. There is no requirement that Ordinances be voted on twice, therefore there will be no vote this evening.

Mayor Miller asked each Commissioner to disclose any ex parte communication: none was reported.

City Clerk Best administered the oath at this time.

Community Development Department Planning Manager Kelly Gibson made a presentation and introduced evidence into the record. Ms. Gibson explained the City is the agent for the two contiguous parcels located at 1336 S. 14th Street and 1451 Nectarine Street. Both are currently receiving City sewer services prompting voluntary annexation that will include a future land use map with zoning district assignment consistent with existing Nassau County zoning and land use for general commercial use C-2. City staff has analyzed the request that is consistent with state law, the Comprehensive Plan and Land Development Code and issues a recommendation of approval that has been provided in the staff report. The Planning Advisory Board (PAB) analyzed the request at the July 11th meeting and issued a recommendation of approval.

8.3 FIRST READING OF ORDINANCE 2018-23 - 8.3 FUTURE LAND USE MAP AMENDMENT - 1336 S. 14TH STREET & 1451 NECTARINE STREET: City Attorney Bach read Ordinance 2018-23 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S FUTURE LAND USE MAP FROM NASSAU COUNTY COMMERCIAL TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR PROPERTIES TOTALING APPROXIMATELY 0.66 ACRES OF LAND LOCATED AT 1336 S. 14TH STREET AND 1451 NECTARINE STREET; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-23 assigns the future land use map category of General Commercial to 1336 S. 14th street and 1451 Nectarine Street. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Ordinance 2018-23. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.4 QUASI-JUDICIAL - FIRST READING - ORDINANCE 2018-24 - ZONING MAP AMENDMENT - 1336 S. 14TH STREET & 1451 NECTARINE STREET: City Attorney Bach read Ordinance 2018-24 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA,CHANGING THE CITY'S ZONING MAP FROM NASSAU COUNTY COMMERCIAL INTENSIVE (CI) TO ASSIGN A ZONING MAP CATEGORY OF GENERAL COMMERCIAL (C-2) FOR A PROPERTIES TOTALING APPROXIMATELY 0.66 ACRES OF LAND LOCATED AT 1336 S. 14TH STREET AND 1451 NECTARINE STREET; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-24 changes the City's zoning map from Nassau County Commercial Intensive (CI) to assign a zoning map category of General Commercial (C-2) to approximately 0.66 acres of land located at 1336 S. 14th Street and 1451 Nectarine Street.

Mayor Miller asked each Commissioner to disclose any ex parte communication: none was reported.

City Clerk Best administered the oath at this time.

Ms. Gibson relied on the staff report and application materials provided and found the application is consistent with state law, the Comprehensive Plan and Land Development Code. The Planning Advisory Board July 11th meeting recommended approval for the zoning change.

<u>8.5 QUASI-JUDICIAL - FIRST READING - ORDINANCE 2018-25- VOLUNTARY ANNEXATION - TJ COURSON ROAD:</u> City Attorney Bach read Ordinance 2018-25 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA,_ANNEXING 0.57 ACRES OF LAND LOCATED ON TJ COURSON ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-25 approves the annexation of one parcel of vacant land located on TJ Courson Road.

Mayor Miller asked each Commissioner to disclose any ex parte communication: none was reported.

City Clerk Best administered the oath at this time.

Ms. Gibson reported the annexation, land use and zoning change for a vacant piece of property located on the north side of TJ Courson Road an out parcel of the Amelia Plaza area. The applicant has received an agreement for the extension of water and sewer services for the contiguous site. The staff report of approval has been provided based upon consistency with state law, Comprehensive Plan and Land Development Code. The Planning Advisory Board July 11th meeting reviewed the request issued and issued a recommendation of approval.

<u>8.6 FIRST READING OF ORDINANCE 2018-26 - 8.6 FUTURE LAND USE MAP AMENDMENT - TJ COURSON ROAD:</u> City Attorney Bach read Ordinance 2018-26 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S FUTURE LAND USE MAP FROM NASSAU COUNTY COMMERCIAL TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR A PROPERTY TOTALING APPROXIMATELY 0.57 ACRES OF LAND LOCATED ON TJ COURSON ROAD PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-26 assigns a Future Land Use Map category of General Commercial to 0.57 acres of land located on TJ Courson Road. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Ordinance 2018-26. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

<u>8.7 QUASI-JUDICIAL - FIRST READING - ORDINANCE 2018-27 - ZONING MAP AMENDMENT - TJ COURSON ROAD:</u> City Attorney Bach read Ordinance 2018-27 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP FROM NASSAU COUNTY COMMERCIAL INTENSIVE (CI) TO ASSIGN A ZONING MAP CATEGORY OF GENERAL COMMERCIAL (C-2) FOR A PROPERTY TOTALING APPROXIMATELY 0.57 ACRES OF LAND LOCATED ON TJ COURSON ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.": According to the agenda support documents Ordinance 2018-27 assigns a zoning district of General Commercial (C-2) to 0.57 acres of land located on TJ Courson Road.

Mayor Miller asked each Commissioner to disclose any ex parte communication: none was reported.

City Clerk Best administered the oath at this time.

Ms. Gibson stated the staff report has been provided for the record. The Planning Advisory Board July 11th meeting considered the change and recommended approval. City Attorney Bach reiterated the vote will take place at the City Commission Regular Meeting September 18th.

8.8 FIRST READING OF ORDINANCE 2018-28 - CODE AMENDMENT - SEWER AVAILABILITY: City Attorney Bach read Ordinance 2018-28 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING SECTION 82-163 TO CLARIFY THAT SEWER IS "AVAILABLE" AS THAT TERM IS DEFINED IN SECTION 82-36; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-28 amends Section 82 of the City Code pertaining to sewer availability. **A motion was made by Commissioner Smith, seconded by Vice Mayor Kreger to approve Ordinance 2018-28. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 BOARD OF TRUSTEES OF THE GENERAL EMPLOYEES' PENSION PLAN (GEPP): According to the agenda support documents, there was one appointment for the GEPP. **A motion was made by Commissioner Smith, seconded by Vice Mayor Kreger, to approve the appointment of Mr. Steven Gibb. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10. CITY COMMISSION DISCUSSION / DIRECTION:

10.1 SADLER ROAD REDESIGN: City Manager Martin stated Nassau County is considering public opinion on reducing Sadler Road from five lanes to three or two and one half. Community Development Department Planning Manager Kelly Gibson explained consideration was raised due to the high speed traffic area of Sadler Road predominantly used by tourists. The striping of the road creates the opportunity to slow traffic, add parking, widen bike lanes and increase safety. Extensive outreach with the community has been completed with varying opinion as to parking, cross walks and bike lanes. Commission consensus is requested to bring before the County Commission Board.

Commissioner Smith is not in favor of "road dieting" noting significant issues concerning feedback he has received from public opinion, parking and fire station truck access. Vice Mayor Kreger is in support of the plan provided safety compliance is adhered to. Commissioner Chapman raised numerous safety concerns and commented the project makes no sense and is a "disaster waiting to happen". Commissioner Ross is aware of the need for more beach parking however is ambivalent about the project. Ms. Gibson reiterated the project is Nassau County funded and basically adds road striping that can be easily changed.

Nassau County Bicycle and Pedestrian Coordinator Kailey Saver stated that paid or unpaid parking has not been discussed. Mayor Miller expressed interest in a trial run and stated to Ms. Gibson that the "consensus is mixed to take back to the County."

10.2 INTERLOCAL AGREEMENT WITH NASSAU COUNTY FOR ANNEXATION AGREEMENTS AND DEVELOPMENT REVIEW: Community Development Department Planning Manager Kelly Gibson proposed the need for a formal policy which clearly states the definitions and parameters of annexation. Commissioner Ross champions this initiative stressing annexation is desired to obtain City sewer and water. Commissioner Smith advocated annexing for compliant applicants. Vice Mayor Kreger agreed the Commission should move forward with an agreement.

City Attorney Bach clarified the building code is the same for both the City and County however site work i.e. trees, wetland and fill needs to be written into the City agreement. The direction of the public and Commission has been heard to prevent developers from accessing sewer and water to build to their preference. Commissioner Chapman expressed environmental concerns regarding aging septic systems.

City Attorney Bach referenced planning agreements and boundaries with the County as well as expediting the annexation agreement. Vice Mayor Kreger concurred that working with the County is important.

10.3 CONSERVATION LAND ACQUISITION: This item was placed on the agenda at the request of Commissioner Ross.

Mrs. Margaret Kirkland, 1377 Plantation Pointe Drive, on behalf of Amelia Tree Conservancy a revised and reduced set of recommendations was submitted and urged the Commission to fund conservation.

Ms. Julie Ferreira, 501 Date Street, requested the Commission begin the process to conserve as growth contributes to degradation. Preserving the ecosystem with a strong urban forestry program and targeting land for conservation is the best way to offset population growth.

Ms. Anna Malacuso, 1505 Canopy Drive, E regularly prunes invasive plants and maintains the Egans Creek Greenway. Residents ask that it remain protected and suggested the Greenway be placed into a conservation easement with appropriate restricted uses, this would fill part of the Greenway management plan to protect the area from future development and safeguard the ecological corridor.
Commissioner Ross concurred the Greenway needs to be protected to make it in perpetuity for conservation land. City Attorney Bach suggested a change in the charter that is achieved by placing as a ballot item at the next available election in 2020.

Commissioner Ross also suggested an open space and land conservation impact fee as an agenda item, a referendum to a float a bond for the purchase of open space, and an agenda item for using the $1.3 million dollars for purchasing land, the waterfront and other projects. Vice Mayor Kreger suggested a municipal service taxing unit for all residents. City Attorney Bach noted legally municipal services taxing unit is done by Counties not Cities. Commissioner Chapman reminded all of the Americans with Disabilities Act (ADA) compliance requiring accessibility for everyone at City parks and conservation land.

CITY MANAGER REPORTS:

CONFERENCE: City Manager Martin recently attended the Northeast Florida League of Cities with Commissioner Ross and reported the conference was atypically a celebration for successful opposition to state legislation that adversely affects Florida cities. City Manager Martin also commented that the return flight to Jacksonville was significantly delayed by nearly 6 hours due to weather.

MARINA: City Manager Martin reported a successful meeting with representatives from the US Army Corps of Engineers, Department of Environmental Protection (DEP), Florida Emergency

Management Association (FEMA), US Coast Guard and Congressman Bill Rutherford regarding the marina project.

BUDGET: City Manager Martin reminded all of the budget public hearings on Tuesday September 4th and Tuesday September 18th.

CAMPAIGN SIGNS: City Manager Martin has been fielding resident complaints regarding the illegal placement of candidate's campaign signs. City Manager Martin asked for candidate cooperation and stated he will be working with City Code Enforcement to remove and dispose of illegally posted signs.

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:

THANK YOU: Commissioner Ross thanked City Manager Martin for accompanying him to the Northeast Florida League of Cities conference.

FEE: Commissioner Chapman suggested charging a fee for the removal of illegally placed campaign signage.

THANK YOU: Commissioner Chapman acknowledged and thanked City staff for their dedication and efforts.

CONGRATULATIONS: Commissioner Smith congratulated the Code Enforcement Department for their successful policing of campaign signs and reminded candidates not to place campaign signs within City right-of-ways.

LEGISLATION: Vice Mayor Kreger recently emailed Florida legislators to identify the date for the Nassau County delegation. Numerous past legislative funding opportunities have been extremely beneficial to the City. Vice Mayor Kreger suggested his fellow Commissioners set legislative goals.

UPDATE: Mayor Miller contacted State Senator Aaron Bean, who is awaiting word from the Florida Department of Transportation (FDOT), regarding parking in for the South Fletcher Avenue right of way.

HURRICANE SEASON: Mayor Miller stressed this is the optimal time to make preparations, organize and stock supplies for potential hurricanes.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:44 pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Special Meeting on Tuesday, September 4, 2018 at 5:05 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Roy G. Smith, and Chip Ross. Also present were City Manager Dale L. Martin, City Attorney Tammi Bach, and City Clerk Caroline Best. Commissioner Philip Chapman was absent.

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

4.1 PUBLIC HEARING: Statement regarding the percentage increase in Millage over the rolled-back rate necessary to fund the budget and the specific purpose for which ad valorem tax revenues are being increased. I. Millage rate for operation expenditures II. Millage rate for voter approved debt.

City Attorney Bach read the truth and millage statement into the record as follows: "Prior to adoption of Resolution 2018-118, which sets the property tax millage rate for operating expenditures, and sets the millage rate for voter approved debt, Chapter 200.065 (4)(d), Florida Statutes, requires that the following statement be publicly announced. • The taxing authority levying this property tax is the City Commission of the City of Fernandina Beach. • The rolled back rate is 5.2469 mills per $1,000 of assessed value.
• The percentage increase is 11.60% over the rollback millage rate. • The operating millage rate to be levied is 5.8553 mills per $1,000 of assessed value. The voter debt millage rate is .1929."

5. PUBLIC COMMENT:

PICKLE BALL: Ms. Janet Mann, 1128 North Fletcher Avenue, speaking on behalf of Fernandina Beach pickle ball players, respectfully requests funding be allocated in the fiscal year 201/2019 budget for two additional pickle ball courts and lighting.

PICKLE BALL: Mr. Brad Moses, 1711Macarthur Street, spoke to the economic benefits of pickle ball players coming to the island and supports pickle ball funding be allocated in the fiscal year 201/2019 budget for two additional pickle ball courts and lighting.

PICKLE BALL: Mr. David Cultice, 1859 Perimeter Park Road, stated many communities of similar size have more pickle ball courts than the City. Supports pickle ball funding be allocated in the fiscal year 201/2019 budget for two additional pickle ball courts and lighting.

PICKLE BALL: Mr. Stan Jackson, 2811 Atlantic Avenue, support pickle ball and any funding to increase courts and lights.

Commissioner Ross explained there is approximately $2.2 million dollars in the impact fee fund. Showing slides, Commissioner Ross suggested hitting the pause button to have a workshop in the next few months to figure out how we are going to spend this $2.2 million dollars. Commissioner Smith disagreed, noting the $2.2 million dollars in impact fee monies should be spent now to the benefit of the community.

Ms. Jean Pugh, 1522 Ruskin Lane, serves on the Parks and Recreation Advisory Committee and noted pickle ball is referenced three times in the Parks and Recreation budget.

Ms. Betsie Ann Huben, 4615 Philips Manor Place, although she resides in the county, she owns several properties in the City and implored the Commissioners to invest in developing a land trust to conserve what is left of the islands undeveloped property. Commissioner Smith asked whether she plans to place her properties into conservation. Ms. Huben explained she and her family discussed not developing their property to the maximum allowed and that green space would be a development contingency.

Vice Mayor Kreger explained he personally nominated three properties for purchase recently and there is $115,000 in a City conservation fund, but the public has to step up to the plate to assist the City in moving forward.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:53pm.

ATTEST:

____________________________	__________________________
CAROLINE BEST	JOHN A. MILLER
City Clerk	Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, September 4, 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, and Chip Ross. Also present were City Manager Dale L. Martin, City Attorney Tammi Bach, and City Clerk Caroline Best. Commissioner Philip Chapman was absent.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. Reverend Stanley Palmer of O'Neal Memorial Baptist Church gave the invocation.

4.1 PROCLAMATION - 25TH ANNIVERSARY OF THE AMELIA ISLAND CHAPTER NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION: Mayor Miller read the Proclamation in full recognizing the 25th Anniversary of the Amelia Island Chapter National Society Daughters of the American Revolution (DAR). Members of the Amelia Island Chapter DAR were in attendance to accept the Proclamation.

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

FLOOD RATING: Mr. Mike Lednovitch, 1586 Canopy Drive, asked why the City flood rating was downgraded from a 6 to an 8 on a scale of 9 with 9 being the worst level which ultimately raises residents flood insurance. City Manager Martin explained a new Federal Emergency Management Association (FEMA) scoring system was implemented; the City believes the scoring to be unfair and the rating will be re-reviewed and most likely reinstated to a 6 or 7.

6. CONSENT AGENDA: The following seven items were on the consent agenda and were approved by one motion.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the Regular Meeting of March 6, 2018; the Regular Meeting of March 20, 2018; the Regular Meeting of April 3, 2018 and the Special Meeting of April 10, 2018 were presented for approval. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2018-120 APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT DEFENSIVE DRIVER SAFETY TRAINING: According to the agenda support documents Resolution 2018-120 approves a Facilities Use Agreement with Driving Dynamics, Inc. for defensive driver training at the Fernandina Beach Municipal Airport. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-120. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2018-121 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018 FOR PROFESSIONAL SERVICES EXPENSES: According to the agenda support documents Resolution 2018-121approves a budget transfer of $24,000 from the Salaries account to the Professional Services account for expenses associated with the interim building official and as-needed building inspector. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to**

approve Resolution 2018-121. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

6.4 RESOLUTION 2018-122 AWARDING OF BID #18- 19 FOR POLYMER TO POLYDYNE, INC.: According to the agenda support documents Resolution 2018-122 approves the award of Bid #18-19 to Polydyne, Inc. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-122. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.5 RESOLUTION 2018-123 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018 TRANSFERRING ADDITIONAL FUNDS TO THE WASTEWATER AND WATER FUNDS FOR UNDER BUDGETED UTILITY ADMIN COSTS: According to the agenda support documents Resolution 2018-123 approves a budget transfer of $35,993 to the Wastewater Utility Admin Costs account and $35,993 to the Water Utility Admin Costs account from the respective Reserve accounts. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-123. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.6 RESOLUTION 2018-124 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018 TRANSFERRING ADDITIONAL FUNDS TO THE CEMETERY RETIREMENT ACCOUNT AND ALSO INCREASING THE CEMETERY SALE OF LOTS REVENUE ACCOUNT: According to the agenda support documents Resolution 2018-124 approves a budget transfer of $21,120 for under budgeted retirement expense. This increases the total City budget from $139,361,694 to $139,382,814. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-124. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.7 RESOLUTION 2018-125 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018 INCREASING THE POLICE AND FIRE PREMIUM TAX REVENUE AND THE POLICE AND FIRE RETIREMENT EXPENSE ACCOUNTS FOR HIGHER THAN BUDGETED INSURANCE PREMIUM TAX ALLOCATIONS TO THE CITY: According to the agenda support documents Resolution 2018-125 approves a budget amendment increasing the State/Fire Insurance Tax revenue account and the Fire Retirement account by $16,058 and increasing the State/Police Insurance Tax revenue account and the Police Retirement account by $9,333 for higher State allocations. This increases the total City budget from $139,382,814 to $139,408,205. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-125. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2018-112 AMENDING RULES OF PROCEDURE FOR THE CITY COMMISSION BY PROVIDING FOR DEADLINES FOR INFORMATION SUBMITTED BY COMMISSIONERS FOR REVIEW AT COMMISSION MEETINGS; CLARIFYING INTENT OF COMMISSIONER COMMENTS AT END OF REGULAR MEETINGS: According to the agenda support documents Resolution 2018-112 approves the amendment of the City Commission Rules of Procedure. City Attorney Bach gave a detailed explanation of the new rules. Commissioner Ross fully supports the new rules except for 6.4 which prevent dissemination of information amongst City Commissioners. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2018-112 with 6.4 deleted. Vote upon passage of the motion was taken by ayes and nays and being all ayes was as follows:**

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

Motion failed.

A motion was made by Commissioner Smith, seconded by Vice Mayor Kreger to postpone Resolution 2018-112 to the City Commission Regular Meeting on October 2nd. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.2 RESOLUTION 2018-126 APPROVING A LOBBYING SERVICES AGREEMENT BETWEEN THE CITY AND JACOBS SCHOLZ & ASSOCIATES, LLC FOR STATE AND FEDERAL LOBBYING SERVICES FOR FY 2018/2019: According to the agenda support documents Resolution 2018-126 Approves the lobbying services agreement with Jacobs Scholz & Associates, LLC for FY 2018/2019. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2018-126. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2018-127 APPROVING A TWELVE MONTH RENEWAL PROGRAM WITH PREFERRED GOVERNMENTAL INSURANCE TRUST (PGIT) COVERING CITY PROPERTY, GENERAL LIABILITY, WORKERS' COMP, LAW ENFORCEMENT LIABILITY, PUBLIC OFFICIALS' LIABILITY, AND AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE; APPROVING OTHER INSURANCE POLICIES COVERING MARINA, FLOOD, AIRPORT, AD&D, YOUTH ACCIDENT, ENVIRONMENTAL AND LIQUOR LIABILITY; AND APPROVING THE EXERCISING OF THE SECOND YEAR OF A TWO YEAR RATE GUARANTEE OPTION: According to the agenda support documents Resolution 2018-127 approving the second, one-year renewal offer by PGIT with a two-year rate guarantee for insurance coverage including but not limited to, City property (buildings and contents), general liability, workers' comp, law enforcement liability, public officials' liability, automobile liability, and property damage.

Harden Insurance Agency Commercial Insurance Division Account Director Vice President Mr. Shaun Woleshin, 1905 Perimeter Park Road, gave a brief overview of the City's rate renewal and rate guarantee program including the insurance required by the Federal Emergency Management Association (FEMA) funded repairs for the Marina. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-127. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2018-128 AMENDING RESOLUTION 2018-98 ESTABLISHING THE MARINA ADVISORY BOARD TO CLARIFY THE MEMBER REQUIREMENTS: According to the agenda support documents this amends Resolution 2018-98 so that no more than four slip holders shall serve on the Marina Advisory Board. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2018-98. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2018-129 AUTHORIZING THE CITY ATTORNEY TO ENGAGE QUALIFIED OUTSIDE LEGAL COUNSEL IN AN AMOUNT NOT TO EXCEED $40,000 IN FISCAL YEAR 2018/2019 FOR CONFLICTS, CODE BOARD AND GENERAL ADVICE ON COMPLEX LEGAL MATTERS: According to the agenda support documents Resolution 2018-129 authorizes the City Attorney to engage qualified outside legal counsel in an amount not to exceed $40,000 for outside legal services, as needed, for FY 2018/2019. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-129. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.6 RESOLUTION 2018-130 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2017/2018 TRANSFERRING FUNDS FOR THE LIBRARY ROOF REPAIR PROJECT: According to the agenda support documents Resolution 2018-130 approves a budget transfer of $8,000 to the Downtown Repairs/Maintenance Buildings/Grounds account from the Facilities Operating Supplies account ($2,000) and the Facilities Health Insurance account ($6,000) due to unavailable funds in the Downtown Repairs/Maintenance Buildings/Grounds account and transfers $10,000 to the Building Non Cap Equipment account from the Commission's Health Insurance account. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2018-130. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 RESOLUTION 2018-131 ESTABLISHING A CITY-WIDE POLICY RELATIVE TO THE DISPLAY OF NATIONAL, STATE, AND CITY FLAGS AT CITY FACILITIES, INCLUDING CITY HALL: According to the agenda support documents Resolution 2018-131 establishes policy that only government flags may be flown at City facilities. ***This item was removed from consideration at the request of City Manager Martin.***

7.8 RESOLUTION 2018-132 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2017/2018 TRANSFERRING FUNDS FOR DREDGING FROM THE CAPITAL IMPROVEMENT PLAN DOWNTOWN WATERFRONT ACCOUNT TO THE DREDGING ACCOUNT: According to the agenda support documents Resolution 2018-132 approves a budget transfer of $14,300 to the Dredging account from the Downtown Waterfront account for the Applied Technology and Management work related to dredging expected to be completed in the current fiscal year. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Resolution 2018-132. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.9 RESOLUTION 2018-133 AUTHORIZING SUBMISSION OF A GRANT APPLICATION FOR FUNDING TO PURCHASE OF ONE OR MORE PARCELS OF WATERFRONT PROPERTY TO BE USED TO SUPPORT LOCAL COMMERCIAL HARVEST OF MARINE ORGANISMS AND/OR PROVIDE EDUCATION REGARDING SAME: According to the agenda support documents Resolution 2018-133 authorizes application to the 2018 Stan Mayfield Working Waterfronts Florida Forever Grant Program. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-133. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2018-29: City Attorney Bach read Ordinance 2018-29 by title only, which was as follows: “AN ODINANCE OF THE CITY OMMISSION OF THE CITY

OF FERNANIDNA BEACH, FLORID, AMENDING CHAPTER 30, CEMETERY, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 30-31, DEFINITIONS; AMENDING SECTION 30- 44 TO CLARIFY THAT ITEMS NOT DESCRIBED ARE PROHIBITED AT GRAVES; AMENDING SECTION 30-57 TO PROVIDE FOR CITY REPAIR OF HEADSTONES AND GRAVE MARKERS; AMENDING SECTION 30-106 TO PROHIBIT TREASURE HUNTING AND METAL DETECTING IN THE CEMETERY; AMENDING SECTION 30-109 MEMORIAL AND VAULT INSTALLATIONS BY REQUIRING VAULTS FOR ALL BURIALS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-29 adds language to the code related to metal detecting and maintenance of graves. City Attorney Bach clarified these amendments are a result of collaboration with Parks and Recreation that manages the cemetery in an effort to specify allowable items, prohibit metal detecting and treasure hunting and offset liability issues with improved maintenance **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Ordinance 2018-29. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 CODE ENFORCEMENT AND APPEALS BOARD (CEAB): According to the agenda support documents, there were two appointments for the CEAB.**A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve the appointments of Mr. Buddy Bond and Ms. Christine Harmon. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.2 MARINA ADVISORY BOARD (MAB): According to the agenda support documents, there were two appointments for the MAB. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve the appointments of Mr. Terry Lacoss as the non- voting member; Mr. Joe Blanchard and Mr. Ronald Scott Stewart for one year terms; Mr. Paul Lore, Mr. Allen Mills for two year terms; Ms. Cathy Chapman, Mr. Coleman Langshaw and Mr. Kevin McCarthy for three year terms. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.3 HISTORIC DISTRICT COUNCIL (HDC): According to the agenda support documents, there were two appointments for the HDC. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve the re-appointments of Ms. Angela Conway and Mr. James Pozzetta. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.4 AIRPORT ADVISORY COMMISSION (AAC): According to the agenda support documents, there was one appointment for the AAC. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve the appointment of Mr. William Ward Gill. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.5 BOARD OF ADJUSTMENT (BOA): According to the agenda support documents, there were four appointments for the BOA. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve the appointments of Mr. Lynn Williams, Mr. Barry Hertslet, Mr. Mike Lednovich and Mr. Steven Papke as first alternate.**

11.1 LAND DEVELOPMENT CODE CHAPTER 9: BOARDS AND COMMISSIONS SECTION 9.01.04: removal and vacancies: This item is placed on the agenda at the request of Commissioner Ross who spoke to board members prolonged absences at meetings when the Land Development Code states only three meetings per year may be missed. Commissioner Smith suggested changing the code to only two absences per year. City Attorney Bach clarified that will be presented to the Planning Advisory Board in ordinance format.

CITY MANAGER REPORTS:

CONDOLENCES: City Manager Martin extended condolences to Vice Mayor Kreger on the recent passing of his wife, Pat.

BEST WISHES: City Manager Martin extended best wishes for a speedy recovery to Commissioner Chapman.

DEDICATION: City Manager Martin was contacted by Ms. Long who wishes to have a bench or gazebo dedicated in her family's honor.

MEETINGS: City Manager Martin will resume attending the monthly Northeast Florida League of Cities (NEFLC) meetings beginning September 20th in Palatka.

CREDENTIALS: City Manager Martin reported the successful completion of his yearly City Manager professional development credentialing.

ENGAGEMENT: City Manager Martin announced the engagement of his eldest daughter.

CITY ATTORNEY REPORTS

CONDOLENCES: City Attorney Bach extended condolences to Vice Mayor Kreger on the recent passing of his wife, Pat.

BEST WISHES: City Attorney Bach echoed best wishes for a speedy recovery to Commissioner Chapman.

OUT OF OFFICE: City Attorney Bach reported a scheduled vacation day on September 7th.

CITY CLERK REPORTS:

CONDOLENCES: City Clerk Best extended condolences to Vice Mayor Kreger and family on the recent passing of their wife and mother, Pat.

BEST WISHES: City Clerk Best offered best wishes for a speedy recovery to Commissioner Chapman, who is said to be doing well and hoping for a quick return.

MAYOR/COMMISSIONER COMMENTS:

CONDOLENCES: Commissioner Ross also expressed condolences to Vice Mayor Kreger.

BEST WISHES: Commissioner Ross also sent well wishes to Commissioner Chapman.

CONDOLENCES: Commissioner Smith echoed condolences to Vice Mayor Kreger.

DRAFT

ELECTION: Commissioner Smith reacted to the abundance of illegally posted election signage and acknowledged the City Code Enforcements efforts to remove the signs.

City Manager Martin reported discussing the issue with the Nassau County Board of Elections and will be sending a letter to candidates in the November election advising of the City Codes regarding signage.

RETURN: Vice Mayor Kreger envisions Commissioner Chapman's return.

COMMITTEE: Vice Mayor Kreger will again serve another year on the League of Cities Utilities, Natural Resources and Public Corps Legislative Committee attending the September 13th.

RECOVERY: Mayor Miller wished Commissioner Chapman a speedy recovery.

CONDOLENCES: Mayor Miller acknowledged Vice Mayor Kreger's recent loss of his wife, Pat.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 7:04pm.

ATTEST:

________________________	________________________
CAROLINE BEST	JOHN A. MILLER
City Clerk	Mayor-Commissioner

DRAFT

The City Commission of the City of Fernandina Beach, Florida, met in a Special Meeting on Tuesday, September 18, 2018 at 5:05 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Roy G. Smith, Philip Chapman and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

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

4.1 TRIM STATEMENT: Statement regarding the percentage increase in Millage over the rolled-back rate necessary to fund the budget and the specific purpose for which ad valorem tax revenues are being increased. I. Millage rate for operation expenditures II. Millage rate for voter approved debt.

City Attorney Bach read the truth and millage statement into the record as follows: "Prior to adoption of Resolution 2018-118, which sets the property tax millage rate for operating expenditures, and sets the millage rate for voter approved debt, Chapter 200.065 (4)(d), Florida Statutes, requires that the following statement be publicly announced. • The taxing authority levying this property tax is the City Commission of the City of Fernandina Beach. • The rolled back rate is 5.2469 mills per $1,000 of assessed value. • The percentage increase is 11.60% over the rollback millage rate. • The operating millage rate to be levied is 5.8553 mills per $1,000 of assessed value. The voter debt millage rate is .1929."

5.1 PUBLIC HEARING - RESOLUTION 2018-118 ADOPTING THE FINAL LEVY OF AD VALOREM TAXES FOR OPERATING EXPENSES AND THE FINAL LEVY OF AD VALOREM TAXES FOR VOTER APPROVED DEBT FOR THE CITY OF FERNANDINA BEACH, NASSAU COUNTY FOR FISCAL YEAR 2018/2019: According to the agenda support documents Resolution 2018-118 adopts the final operating millage of 5.8553 mills for the Fiscal Year 2018/2019 Budget and the final voter approved debt millage of .1929 mills for the Fiscal Year 2018/2019 Budget. The voted debt millage is required to fund the principal and interest payments due on the six million dollar General Obligation Bond for the Fiscal Year 2018/2019. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Resolution 2018-118. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.1 PUBLIC HEARING - RESOLUTION 2018-119 ADOPTING THE FINAL BUDGET FOR THE 2018/2019 FISCAL YEAR, INCLUDING THE FIVE YEAR CAPITAL IMPROVEMENT PLAN: According to the agenda support documents Resolution 2018-119 adopts the final budget for Fiscal Year 2018/2019. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-119. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7. PUBLIC COMMENT

TREE CONSERVATION: Ms. Mary Libby, 616 Spanish Way East, stated the island does not have many large oak trees left and requested the Commission take the steps necessary to conserve as many trees as possible.

LAND CONSERVATION: Ms. Elizabeth Ann "Betsie" Huben, 4615 Philips Manor Place, identified 106 Jean LaFitte Boulevard and two lots in Old Towne as available for immediate purchase for land conservation. Ms. Huben requested the Commission work faster to acquire what's left of vacant City property.

PRESERVATION: Mr. Ed Montgomery, 2530 First Avenue, noted preservation protects the island in the event of storms and it is more cost effective to have natural areas.

PICKLE BALL: Mr. David Cultice, 1859 Perimeter Park Road, commented additional pickle balls courts and lighting is needed: requested the 2018/2019 fiscal year budget contain money to fund these projects.

LAND ACQUISITION: Ms. Jean Pugh, 1552 Ruskin Lane, suggested increasing the Parks and Recreation impact fee as a means to fund the acquisition of conservation land.

LAND CONSERVATION: Ms. Diana Herman, 2116 Belvedere Avenue, supports land conservation, construction is happening at a rapid pace which is disastrous in the event of a major storm. We fight for the island because the island can't fight for itself.

SOLAR POWER: Mr. Pete Wilking, 1551 Lisa Avenue, owner of A1A Solar Contracting noted some time ago he was told the solar panels to heat the Atlantic Avenue Recreation pool were to be removed and not be replaced. Mr. Wilking agrees the roof needs to be replaced but to not replace the solar panels is short sighted as it is a means to conserve energy and tax payer dollars.

LAND PRESERVATION: Mr. Chris Occhuizzo, 1585 Canopy Drive, commented land preservation is a thorny situation but it must be addressed if we want to preserve the beauty and safety of the island. Mr. Occhuizzo supports a bond referendum to purchase land for conservation.

CONSERVATION: Ms. Emily Bell, 1107 North 15th Street, cited numerous environmental statistics related to plating trees, maintaining eco systems (marshes), and protecting green spaces. Ms. Bell supports conserving green spaces and natural areas.

CONSERVATION: Ms. Julie Ferreira, 501 Date Street, strongly supports environmental protection and implored the Commissioners to immediately adopt smart conservation policies.

CONSERVATION: Ms. Margaret Kirkland, 1377 Plantation Point Drive, spoke to the benefits of land conservation and suggested the Commissioners budget the money necessary to jump start land acquisition.

CONSERVATION: Ms. Jan Cote-Merow 2173 White Sands Way, believes the island is at a tipping point environmentally and supports/appreciates any and all land conservation efforts.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:41pm.

ATTEST:

__________________________	__________________________
CAROLINE BEST	JOHN A. MILLER
City Clerk	Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, September 18, 2018 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, 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.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was then given by Reverend Anthony Daniel of Macedonia AME Church.

4.1 PROCLAMATION - "LES DEMERLE AMELIA ISLAND JAZZ FESTIVAL WEEK": Mayor Miller read the Proclamation in full proclaiming October 7-14, 2018, as "Les DeMerle Amelia Island Jazz Festival Week". Mr. Les DeMerle and Ms. Bonnie Eisele were in attendance to accept the Proclamation.

4.2 BUDGET SUMMARY: Comptroller Pauline Testagrose was available to answer questions regarding the budget summary for August 2018.

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

MARINA: Mr. Lynn Williams, 997 Egan's Creek Lane, shared suggestions for repairing the Marina including costs and the current permitting process.

6. CONSENT AGENDA: The following two items were on the Consent Agenda and were approved by one motion.

6.1 RESOLUTION 2018-134 APPROVING THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE CITY FLEET FOR FISCAL YEAR 2018/2019: According to the agenda support documents Resolution 2018-134 approves the purchase of vehicles and equipment for the City fleet for Fiscal Year 2018/2019. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-134. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried**.

6.2 RESOLUTION 2018-135 DECLARING CERTAIN TITLED CITY PROPERTY SURPLUS; AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID PROPERTY IN A MANNER CONSISTENT WITH THE CITY'S POLICIES AND PROCEDURES: According to the agenda support documents Resolution 2018-135 declares certain property as surplus, and authorizes the disposal of such. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-135. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2018-131 ESTABLISHING A CITY-WIDE POLICY RELATIVE TO THE DISPLAY OF NATIONAL, STATE, AND CITY FLAGS AT CITY FACILITIES, INCLUDING CITY HALL: According to the agenda support documents Resolution 2018-131 establishes policy that only government flags may be flown at City facilities.

Dr. Theresa Sparks, 211 Egret Lane, as a non-resident is in favor of flying various flags and implored the Commission to make a better decision as to which flags are flown.

Ms. Genece Minshew, 2428 Los Robles Drive, is confident the Commission is capable of making informed decisions as to which flags should fly on City property.

Ms. Phyllis Free, 1200 S. 15th Street, as a new resident is reassured that the City is an inclusive community and suggests the Commission find a non-government entity to fly special interest flags.

Commissioner Ross is in favor of the Resolution however a process rather than a vote would be preferable to include the community. Commissioner Chapman spoke to unity and community. Vice Mayor Kreger is in favor of Resolution 2018-131 and reminded that the City recognizes special interests with Proclamations. Commissioner Smith concurred, shared a personal connection and suggested a Pride Month Proclamation. Mayor Miller gave a brief history of events that motivated Resolution 2018-131 and read positive and moving feedback from the community. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-131. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried.

7.2 RESOLUTION 2018-136 APPROVING AN AMENDMENT TO GRANT AGREEMENT D0110 WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY: According to the agenda support documents Resolution 2018-136 approves an amendment to the Florida Department of Economic Opportunity (Agreement #D0110) Grant Agreement adding Phase 2 funding of $530,032 toward eligible site and infrastructure improvements of the new Airport terminal facility. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-136. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2018-137 APPROVING WEATHERPROOFING TECHNOLOGIES, INC. (A SUBSIDIARY OF TREMCO INC.) TO PERFORM ROOF REPAIRS TO THE ATLANTIC RECREATION CENTER IN AN AMOUNT NOT TO EXCEED $117,959: According to the agenda support documents Resolution 2018-137 approves hiring Weatherproofing Technologies, Inc. for the repairs at the Atlantic Recreation Center. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2018-137 with the following amendment: spend an additional $35,000 to reinstall the solar panel roof.**

Facilities Maintenance Director Jeremiah Glisson gave a brief presentation of the Atlantic Avenue Recreation Center roof concluding with the economical recommendation that the roof be repaired and resurfaced without reinstalling the solar panels. Commissioner Ross agrees to the roof repair however is against spending the extra $35,000 add on and questioned what account the $35,000 would come out from.

Mr. Steve Wilking, 1551 Lisa Avenue, owner of A1A Solar Panels, designed the Atlantic Avenue Recreation Center roof solar system. The panels survived two hurricanes and he believes the panels have at least fifteen additional years of service life and it will save the City money. There are tax incentives and it is his belief that the $35,000 charge is too high. Commissioner Smith expressed concern that the roof and the solar panels are not aligned to expire at the same time. City Manager Martin clarified if the motion on the floor is approved there will be a subsequent budget amendment. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried.

7.4 Quasi-Judicial - RESOLUTION 2018-138 APPROVING FINAL PLAT, PAB CASE 2018-17 TITLED "LAKESIDE RESERVE": According to the agenda support documents Resolution 2018-138 accepts and approves the plat titled "Lakeside Reserve" as a final plat. City Attorney Bach informed all that quasi-judicial proceedings are conducted in accordance with City Commission approved procedures and Florida Statutes, including taking an oath and disclosing any ex parte communication. City Attorney Bach noted Community Development Department Planning Manager Kelly Gibson will gave a brief presentation and introduce evidence into the record. The applicant and/or their agent will also be given the opportunity to present evidence and testimony. The Commission will take a vote and a written findings of fact and conclusion of law will be drafted and signed by the Mayor. An appeal must be presented within thirty days of the signed written findings of fact.

The public hearing was opened at this time.

Mayor Miller asked each Commissioner to disclose any ex parte communication: none was reported.

City Clerk Best administered the oath at this time.

Ms. Gibson gave a brief presentation stating the Planning Advisory Board and City staff recommends final approval in accordance with the Comprehensive Plan and Land Development Code.

Mr. Bruce Jasinsky, 645 Gaines Lane, representing the Aspire Group stated that as requested by City staff, the plan was modified to increase landscaping areas which has been submitted for the record.

The public hearing was closed at this time. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-138. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 Legislative - FIRST READING OF ORDINANCE 2018-30 AMENDING THE COMPREHENSIVE PLAN BY STRIKING GOAL 9 PORT FACILITIES ELEMENT IN ITS ENTIRETY AND ADDING A SUBSECTION TO THE CONSERVATION AND COASTAL MANAGEMENT ELEMENT KNOWN AS PORT FACILITIES- 5P TO ADDRESS REQUIREMENTS OF FLORIDA STATUTE 163.3177: According to the agenda support documents Ordinance 2018-30 amends the Comprehensive Plan specific to Port Facilities.

City Attorney Bach explained that beginning in 2014 the Ocean Highway Port Authority (OHPA) did a master planning process, brought their master plan, which is basically a ten year look into the future, performed under Chapter 311 Florida Statute. The City Commission rejected the OHPA master plan which did not have any effect on port, the port can still legally accept their plan but the City did not accept it. As part of the plan there were some goals and policies proposed to be included in the City's Comprehensive Plan. By rejecting the entire plan, those goals and policies were not adopted. Fast forward to 2016, the Planning Advisory Board (PAB) reviewed a separate document put together by the OHPA attorney who met with the City Attorney and Ms. Gibson to said yes this is in the format, this is appropriate for producing a port element and proposing it to the PAB and then eventually the Commission. The PAB, in August of 2016, approved unanimously, a document that was a substantial change from the original proposal from the board. There are I believe twenty–seven documents attached to this agenda item so all of that history is there. We go to the City Commission appoints a new PAB and in March of 2018, the same document that was approved in 2016 was unanimously approved by the PAB that we have now. Today it is here for your consideration and adoption and I also forwarded a letter form OHPA Chairman Adam Salzburg saying that they want to work together and recommended you not approving it tonight. City Attorney Bach stated neither she, nor Ms. Gibon or the City Manager are making a recommendation. It is up to the Commission, we do have policies and goals that exist right now under the port element; they date back to 2002 and 2006. They do need to be updated.

Mr. Adam Salzburg, 96066 Windsor Drive Yulee, Chairman of the Ocean Highway and Port Authority (OHPA) is committed to collaborating with the City to redo the entire master plan and extending an olive branch.

Commissioner Ross has been a fervent, committed attendee at OHPA meetings and had numerous conversations with members including Mr. Salzburg and nothing has been resolved and suggested the port put pen to paper and detail complaints, concerns, questions and issues that can be addressed. **A motion was made by Commissioner Ross to approve Ordinance 2018-30 with three amendments. Motion failed due to lack of a second.**

Vice Mayor Kreger commented this is an excellent opportunity to establish a positive relationship.
Commissioner Smith although tired of the adversarial relationship conceded it has improved with Chairman Salzburg in office. **A motion was made by Commissioner Smith, seconded by Vice Mayor Kreger to direct the City Manager and City Attorney work together to form a joint committee with the OHPA to review and resolve port issues within six months. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** City Attorney Bach acknowledged not reading Ordinance 2018-30 by title stating it is not required because it was not approved.

8.2 Legislative - FIRST READING OF ORDINANCE 2018-31: City Attorney Bach read Ordinance 2018-31 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA CHANGING THE CITY'S FUTURE LAND USE MAP FROM LIGHT INDUSTRIAL (I-1) AND MEDIUM DENSITY RESIDENTIAL (R-2) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL FOR A PROPERTY TOTALING APPROXIMATELY 0.23 ACRES OF LAND LOCATED ON S. 5TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-31 assigns a Future Land Use Map Category of Medium Density Residential (MDR) to approximately 0.23 acres located on S. 5th Street.

Mr. John "Chip" Sasser, 405 Tarpon Avenue, gave a brief presentation on the rezoning request concluding that an industrial area is not safe for the neighborhood.

A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Ordinance 2018-31. Vote upon passage of the motion was taken by ayes and nays and was as follows:

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

Motion carried.

8.3 Quasi-Judicial - FIRST READING OF ORDINANCE 2018-32: City Attorney Bach read Ordinance 2018-32 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA CHANGING THE CITY'S ZONING MAP FROM LIGHT INDUSTRIAL (I-1) AND MEDIUM DENSITY RESIDENTIAL (R-2) TO ASSIGN A ZONING MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (R-2) FOR A PROPERTY TOTALING APPROXIMATELY 0.23 ACRES OF LAND LOCATED ON S. 5TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-32 assigns a Zoning Category of Medium Density Residential (R-2) Zoning to approximately 0.23 acres located on S. 5th Street.

City Attorney Bach stated this is a quasi-judicial zoning map amendment procedure conducted in accordance with City Commission approved procedures and Florida statutes. Community Development Department Planning Manager Kelly Gibson will give a brief presentation and introduce evidence into the record. The applicant and/or their agent are also given the opportunity to present evidence and testimony.

Mayor Miller asked each Commissioner to disclose any ex parte communication: Commissioner Ross responded yes, he spoke with City Attorney Bach and City staff. Commissioner Chapman responded yes, he spoke with the applicant and City Attorney Bach. Commissioner Smith responded yes, he spoke with the applicant and City Attorney Bach. Vice Mayor Kreger responded yes, he spoke with Mr. Sasser and City Attorney Bach. Mayor Miller responded yes, he spoke with Mr. Sasser and City Attorney Bach.

The public hearing was opened at this time. City Clerk Best administered the oath.

Ms. Gibson gave a presentation and stated City staff recommends final approval in accordance with the City Comprehensive Plan and Land Development Code.

Mr. Sasser gave a brief presentation illustrating the merits of changing the zoning map to medium density residential.

Mr. Matthew Miller, 416 1st Street, original owner of the five lots, signed an affidavit indicating the original industrial zoning was in error and was forthcoming when he sold two of the five lots to Mr. Sasser to build residential homes.

Commissioner Smith suggested reimbursement should be made for the application fees due to the errors. Mayor Miller concurred. City Attorney Bach stated real evidence would be needed to show the error. Mr. Sasser considers the evidence to be the mapping error. City Attorney Bach advised the Commission to continue the process to change the ordinance and zoning. Mr. Matthew Miller stated he can provide the documentation showing the City waived all fees and the affidavit surrendering all legal rights. **No motion was made at this time.**

8.4 Quasi-judicial - FIRST READING OF ORDINANCE 2018-33: City Attorney Bach read Ordinance 2018-33 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA REQUESTING THE ANNEXATION OF APPROXIMATELY 187.29 ACRES OF LAND LOCATED ON THE INTRACOASTAL WATERWAY CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-33 approves the annexation of approximately 187.29 acres of land located on the Intracoastal Waterway.

City Attorney Bach stated this is a quasi-judicial zoning map amendment procedure conducted in accordance with City Commission approved procedures and Florida statutes. Community Development Department Planning Manager Kelly Gibson will give a brief presentation and introduce evidence into the record. The applicant and/or their agent are also given the opportunity to present evidence and testimony.

Mayor Miller asked each Commissioner to disclose any ex parte communication: Commissioner Ross responded yes, he spoke with Mr. Healon (applicant), his staff, City staff and members of the Planning Advisory Board. Mayor Miller, Vice Mayor Kreger, Commissioner Chapman and Commissioner Smith responded no.

The public hearing was opened at this time. City Clerk Best administered the oath.

Ms. Gibson gave a presentation and stated City staff recommends final approval in accordance with the Florida statutes, the municipal code, Comprehensive Plan and Land Development Code.

Ms. Emily Pierce, Esquire, Rogers Towers, 1301 River Place Boulevard, Jacksonville, representing the applicant, gave a brief history and explanation of the project and distributed a Crane Island brochure. Mr. Jack Healon, applicant, was available to answer any questions.

Commissioner Smith asked how many of the 7,000 trees were preserved. Ms. Pierce stated the county did an island wide tree survey and many trees were preserved.

Vice Mayor Kreger addressed levels of service including police and fire required response times. Ms. Gibson assured established level of service standards are required and maintained in the Comprehensive Plan. **No motion was made at this time.**

8.5 Legislative - FIRST READING OF ORDINANCE 2018-34: City Attorney Bach read Ordinance 2018-34 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA CHANGING THE CITY'S FUTURE LAND USE MAP TO LOW DENSITY RESIDENTIAL AND CONSERVATION FOR APPROXIMATELY 187.29 ACRES OF LAND LOCATED ON THE INTRACOASTAL WATERWAY FROM THE NASSAU COUNTY FUTURE LAND USE MAP DESIGNATION OF CONSERVATION AND AGRICULTURAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-34 assigns a Future Land Use Map Category of Low Density Residential and Conservation to approximately 187.29 acres of land located on the Intracoastal Waterway.

Ms. Pierce was available to answer questions and invited all to visit the site. Mr. Healon offered to tour anyone wishing to visit Crane Island. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Ordinance 2018-34. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.6 Quasi-judicial - FIRST READING OF ORDINANCE 2018-35: City Attorney Bach read Ordinance 2018-35 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ASSIGNING A LARGE SCALE ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) ZONING AND CONSERVATION (CON) FOR APPROXIMATELY 187.29 ACRES OF LAND LOCATED ON THE INTRACOASTAL WATERWAY, AND APPLYING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY AS CONSISTENT WITH NASSAU COUNTY ORDINANCES 2006-80 AND 2013-16; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-35 assigns a Large Scale Zoning Category of Low Density Residential (R-1) Zoning to approximately 187.29 acres of land located on the Intracoastal Waterway. Also applies a Planned Unit Development (PUD) overlay.

City Attorney Bach stated this is a quasi-judicial zoning map amendment, large scale. Community Development Department Planning Manager Kelly Gibson will give a brief presentation and introduce evidence into the record.

Mayor Miller asked each Commissioner to disclose any ex parte communication: Commissioner Ross responded yes, he spoke with Mr. Healon (applicant), his staff, City staff and members of the Planning Advisory Board. Mayor Miller, Vice Mayor Kreger, Commissioner Chapman and Commissioner Smith responded no.

City Clerk Best administered the oath.

Community Development Department Planning Manager Kelly Gibson submitted the staff report and all application materials as part of the issued recommendation from the Planning Advisory Board as well as from City staff as it is consistent with the Comprehensive Plan and Land Development Code.

Ms. Emily Pierce, Esquire, Rogers Towers, 1301 River Place Boulevard, Jacksonville, representing the applicant, stands on the staff report and is open to any questions. **No action was made at this time.**

9.1 SECOND READING OF ORDINANCE 2018-20: City Attorney Bach read Ordinance 2018-20 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; AMENDING SECTION 90-48 BY ELIMINATING BEACH DRIVING PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-20 amends Section 90 of the City Code by eliminating limited (no more than fifteen annually) beach driving permits.

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 Smith, seconded by Vice Mayor Kreger to approve Ordinance 2018-20. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.2 SECOND READING OF ORDINANCE 2018-21: City Attorney Bach read Ordinance 2018-21 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, CEMETERY, CITY CLERK'S OFFICE, CITY MANAGER'S OFFICE, COMMUNITY DEVELOPMENT, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, POLICE, SANITATION, STORMWATER, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2018/2019; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-21 approves the amended Master Fee Schedule consisting of the Airport, Cemetery, City Clerk's Office, City Manager's Office, Community Development, Fire, Golf Course, Marina, Parks and Recreation, Police, Sanitation, Stormwater, Wastewater, Water, and Impact Fees, excluding Water and Wastewater Impact Fees for Fiscal Year 2018/2019.

The public hearing was opened at this time.

Mr. Jim Lehman, 1779 Hammock Drive, lives outside the City limits, is a tenant at the Fernandina Beach Municipal Airport which has a solid tenant volunteer base that assists in maintaining the airport. If the current tenants are no longer able to afford the fees and wealthier but less involved tenants sign on, the airport will suffer.

Mr. Chuck Colcord, 2139 Captain Kidd Drive, member of the Airport Advisory Committee (AAC), read a message on behalf of Mr. Don Edlin, 1548 Ruskin Lane, member of the (AAC) which voiced objection to increased hangar fees and Nassau County ad valorem taxes.

After additional discussion **a motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2018-21 with the following amendment; correct the Parks and Recreation swim lesson rate from $54 to $56. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** ***The consensus of the Commission was to direct the City Manager to, within three months, come back with an impact fees study, a study that shows what the real cost of providing parking spaces is for the fee in lieu of and come back with a rational argument for when someone does not meet a deadline, not only what they should pay but who has the ability, if anybody, to give grace for that.***

9.3 SECOND READING OF ORDINANCE 2018-22: City Attorney Bach read Ordinance 2018-22 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ANNEXING TWO PARCELS CONTAINING APPROXIMATELY 0.66 ACRES OF LAND LOCATED AT 1336 S. 14TH STREET AND 1451 NECTARINE STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-22 approves the annexation of 1336 S. 14th Street and 1451 Nectarine Street. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2018-22. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.4 SECOND READING OF ORDINANCE 2018-23: City Attorney Bach read Ordinance 2018-23 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA CHANGING THE CITY'S FUTURE LAND USE MAP FROM NASSAU COUNTY COMMERCIAL TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR PROPERTIES TOTALING APPROXIMATELY 0.66 ACRES OF LAND LOCATED AT 1336 S. 14TH STREET AND 1451 NECTARINE STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-23 assigns the future land use map category of General Commercial to 1336 S. 14th street and 1451 Nectarine Street. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2018-23.** City Attorney Bach stated to the audience that although the Mayor has not opened the public hearing for these things, please raise your hand to speak because you are entitled to a public hearing. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.5 SECOND READING ORDINANCE 2018-25: City Attorney Bach read Ordinance 2018-24 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ANNEXING 0.57 ACRES OF LAND LOCATED

ON TJ COURSON ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-25 approves the annexation of one parcel of vacant land located on TJ Courson Road. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2018-25. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.6 SECOND READING OF ORDINANCE 2018-26: City Attorney Bach read Ordinance 2018-24 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA CHANGING THE CITY'S FUTURE LAND USE MAP FROM NASSAU COUNTY COMMERCIAL TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR A PROPERTY TOTALING APPROXIMATELY 0.57 ACRES OF LAND LOCATED ON TJ COURSON ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-26 assigns a Future Land Use Map category of General Commercial to 0.57 acres of land located on TJ Courson Road. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2018-26. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.7 SECOND READING OF ORDINANCE 2018-28: City Attorney Bach read Ordinance 2018-28 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING SECTION 82-163 TO CLARIFY THAT SEWER IS "AVAILABLE" AS THAT TERM IS DEFINED IN SECTION 82-36; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-28 amends Section 82 of the City Code pertaining to sewer availability. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Ordinance 2018-28. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 CHARTER OFFICERS' PERFORMANCE EVALUATIONS: Vice Mayor Kreger stated he provided written evaluations including goals for each Charter Officer. Commissioner Ross commented he met individually with each Charter Officer. Commissioner Smith explained he met with each of the Charter Officers, assigned each a numerical scores and left room for improvement. Commissioner Chapman met with each of the Charter Officers and thanked City Attorney Bach, City Clerk Best and City Manager Martin for their efforts and going above and beyond. Mayor Miller met with each of the Charter Officers and has all positive comments as well as commending City staff on their responsiveness especially during hurricane Matthew.

CITY MANAGER REPORTS:

APPRECIATION: City Manager Martin thanked the Commission and noted the overall cohesiveness for serving the community over the past year.

MARINA: City Manager Martin reported the Federal Emergency Management Association (FEMA) review continues and contractor Fender Marine is on site, the southern attenuator permit has been received allowing construction to commence in full. The northern attenuator 408 permit application will be submitted Wednesday September 19th.

BUDGET: City Manager Martin thanked all for their support on the budget.

MEETING: City Manager Martin and Commissioner Ross will attend the Northeast Florida League of Cities meeting Thursday September 20th in Palatka.

WORKSHOPS: City Manager Martin reminded all of the two upcoming workshops, beach parking Tuesday September 25th and the floodplain and CRS workshop Tuesday October 9th.

CONFERENCE: City Manager Martin reported that Community Development Department Planning Manager Kelly Gibson will attend the Florida public land acquisition and management conference Wednesday October 3rd, the conference is open to all.

AIRPORT: City Manager Martin noted the ad valorem tax has four options: 1.) have the city contest it 2.) have residents contest it 3.) accept it 4.) change the state statute. Airport Manager Nathan Coyle has encouraged residents to contact the Nassau County Property Appraiser regarding inconsistencies in tax assessments throughout Florida counties.

CITY ATTORNEY REPORTS:

OUT OF OFFICE: City Attorney Bach reported she will be taking unused vacation time.

OPINIONS: City Attorney Bach requested clarity on legal written opinion timelines requested by the Commission.

CITY CLERK REPORTS

BOARD: City Clerk Best advised of the inaugural Marina Advisory Board meeting on Monday September 24th at 4:05pm in Chambers.

PROCLAMATION: City Clerk Best was honored to have met the U.S. 77th Field Artillery Regiment and crafted a Proclamation that was presented by Mayor Miller at their reunion.

THANK YOU: City Clerk Best thanked the Commission for their positive evaluation comments.

MAYOR/COMMISSIONER COMMENTS

RESCUE: Commissioner Ross recognized a recent Ocean Rescue incident and commended City staff on their quick response and overall commitment to community safety and the importance and need of more AED defibrillators.

RECOGNITION: Commissioner Ross commended the Fernandina Beach Municipal Golf Club Best of the Best Award from the Fernandina Beach News Leader for the fourth consecutive year and recognized Gil Langley of the Amelia Island Tourist District Council for the recent accolades afforded him in the Jacksonville Business Journal.

DUNE MANAGEMENT: Commissioner Ross fortuitously engaged "duneologist" Frank Hoff, Ph.D. to review the Comprehensive Plan dune management program.

THANK YOU: Commissioner Chapman thanked the community and extended special thanks to the outstanding City emergency responders who expertly assisted during a personal event.

MEETINGS: Vice Mayor Kreger recently attended the first of three Florida League of Cities legislative meetings that will be drafting recommendations and legislation regarding utilities, environmental and public works. A renewable energy program, not currently available in Florida but available in 40+ states, will be reviewed.

BEACH RENOURISHMENT:Vice Mayor Kreger calendared December 15th - January 30th for the reconvening of beach renourishment that will resume on Jasmine Street to south of Sadler Road. Beach renourishment in Fort Clinch State Park will conclude March 31.

INVITATION: Vice Mayor Kreger accepted an invitation to attend the Cecil Field Air Show.

PROCLAMATION: Mayor Miller publicly read the Proclamation honoring the U.S. 77th Field Artillery Regiment who recently celebrated a milestone reunion.

PICKLEBALL: Mayor Miller thanked Commissioner Ross for pursuing the possibility of pickleball courts on the vacant Atlantic Avenue open green space owned by the Nassau County School Board.
WELCOME: Mayor Miller welcomed Commissioner Chapman back from his recent leave of absence and expressed gratitude for his well-being and healthy outlook.

STORM: Mayor Miller acknowledged the island's fortuitous avoidance of the recent storm and acknowledged the generosity of citizens in extending assistance to out of town evacuees, many of whom were connected through social media.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 9:49 pm.

ATTEST:

___________________________	_________________________
CAROLINE BEST	JOHN A. MILLER
City Clerk	Mayor - Commissioner

DRAFT

The City Commission of the City of Fernandina Beach, Florida, met in a workshop on Tuesday, September 25, 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 Manager Dale L. Martin, City Attorney Tammi Bach, and Deputy City Clerk Kim Briley.

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

4. PRESENTATION – BEACH PARKING: City Manager Martin reviewed a presentation originally presented November 16, 2010 which recommends implementing seasonal paid parking from April 1- September 30, fees would not be charged October 1- March 31. Cost is per car and non-transferrable with estimated revenues between $450,000 - $500,000. A finance report generated by Comptrollers Patti Clifford and Pauline Testagrose provided a breakdown of annual beach related costs: $303,400. Startup costs including twelve kiosks, software, etc. is approximately $200,000 with subsequent yearly costs approximately $25,000 per year. City Manager Martin recommended this Commission goal be placed on the agenda for the October 16 City Commission Regular Meeting.

5. DISCUSSION BEACH PARKING: Vice Mayor Kreger explained beach parking is an option to generate revenue to fund the serious beach infrastructure problems.

Commissioner Chapman voiced concerns about the proposed rate not being sufficient and advocated for the disabled to park free of charge.

Mr. Ken Baker, 402 Portside Drive, works part-time for the City and as a citizen is concerned paid parking will compel visitors to find alternative illegal parking spaces and implored the Commission to find other revenue sources. Another concerning issue is beach tents are often left behind by visitors and should be banned.

Commissioner Ross commented that accessible beach parking is not an issue; revenue is the concern and whether the parking kiosks are sturdy and can withstand environmental beach factors i.e. sand, bugs, high temperatures, etc. Mr. Mark Schreyer of NuPark Inc. assured the kiosks are self-contained and is unaware of bug infestation in any machines.

Police Chief James Hurley addressed enforcement and education.

RTA Consulting Inc. President Mr. Mark Rimmer, whose company is implementing parking kiosks in Atlantic Beach and Neptune Beach, explained how virtual permitting is applied through a license plate recognition program.

Commissioner Smith questioned the hours of operation for the beaches with parking meters. City Manager Martin explained the City will have the capability to reprogram the kiosks as needed.

Mr. Frank Lewis, 2253 Safe Harbor Lane, an avid beach goer and former program analyst, is concerned with parking machine ownership; the possibility of machines manipulation also has concerns about enforcement.

Commissioner Chapman explained paid beach parking will generate revenue that otherwise would need to come from raising local residents taxes.

7. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 7:03pm.

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, October 2, 2018 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Roy G. Smith, Philip Chapman and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

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

4.1 PROCLAMATION - "NATIONAL LONG-TERM CARE RESIDENTS' RIGHTS MONTH": Mayor Miller read the Proclamation in full recognizing the Month of October 2018 as, "National Long-Term Care Residents' Rights Month." Florida Ombudsman Program First Coast District Manager Ms. Tracie Rayfield was in attendance to accept the Proclamation.

4.2 PROCLAMATION - "NATIONAL COLONIAL HERITAGE MONTH": Mayor Miller read the Proclamation in full recognizing the month of October as "National Colonial Heritage Month." National Society of Colonial Dames XVII Century, Princess Amelia Chapter President Ms. Georgia Murray and Vice President Lisa Bauer were present to accept the Proclamation.

4.3 PROCLAMATION - "FIRE PREVENTION WEEK": Mayor Miller read the Proclamation in full recognizing October 7, 2018, through October 13, 2018, as "Fire Prevention Week." Fire Chief Ty Silcox was present to accept the Proclamation.

4.4 PROCLAMATION - "COMMUNITY PLANNING MONTH": Mayor Miller read the Proclamation in full celebrating the month of October as "Community Planning Month." City Urban Forester Dave Holley of the City Planning Department was present to accept the Proclamation.

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

CONSENT AGENDA: Consent agenda item 6.1 and item 6.3 were approved by one motion. Vice Mayor Kreger removed item 6.2 for discussion.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the Ocean Highway and Port Authority Joint Special Meeting of March 13, 2018 and the Nassau County School Board Joint Special Meeting of April 10, 2018 were presented for approval. Staff recommended approval s submitted. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2018-139 APPROVING AN UPDATED JOB DESCRIPTION FOR THE POSITION OF THE CITY CLERK; PROVIDING FOR REPEAL OF ANY PREVIOUS JOB DESCRIPTIONS IN CONFLICT HEREWITH: According to the agenda support documents Resolution 2018-139 Amends the job description of the City Clerk by removing "salary range" in consistency with other Charter Officer job descriptions. Vice Mayor Kreger commended the comprehensiveness of the City Clerk job description and recommended reviewing the other Charter Officer job descriptions for updating. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2018-139. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2018-140 AUTHORIZING PAYMENT FOR THE APPROVED WASTEWATER, REFUSE, AND/OR STORMWATER FEE EXEMPTION LIST FOR FISCAL YEAR 2017/2018: According to the agenda support documents Resolution 2018-140 authorizes Wastewater, Refuse, and/or Stormwater Fee Exemption payments for twenty-five accounts in the total amount of $21,311.07 for FY 2017/2018. City Manager Martin agreed to review and approve future applications administratively in an effort to maintain applicant anonymity. **A motion was made by Commissioner Ross, seconded by Commissioner Smith to approve Resolution 2018-140. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2018-112 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING RULES OF PROCEDURE FOR THE CITY COMMISSION BY PROVIDING FOR DEADLINES FOR INFORMATION SUBMITTED BY COMMISSIONERS FOR REVIEW AT COMMISSION MEETINGS; CLARIFYING INTENT OF COMMISSIONER COMMENTS AT END OF REGULAR MEETINGS: According to the agenda support documents Resolution 2018-112 approves the amendment of the City Commission Rules of Procedure**. A motion was made by Commissioner Chapman, seconded Commissioner Smith to approve Resolution 2018-112. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

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

Motion carried.

7.2 RESOLUTION 2018-137 APPROVING WEATHERPROOFING TECHNOLOGIES, INC. (A SUBSIDIARY OF TREMCO INC.) TO PERFORM ROOF REPAIRS TO THE ATLANTIC RECREATION CENTER IN AN AMOUNT NOT TO EXCEED $117,959: According to the agenda support documents Resolution 2018-137 approves hiring Weatherproofing Technologies, Inc. for the repairs at the Atlantic Recreation Center. **A motion was made by Commissioner Chapman, seconded by Commissioner Ross to approve Resolution 2018-137. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2018-141 APPROVING AN AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND NASSAU COUNTY DISTRICT SCHOOLS TO PROVIDE SCHOOL RESOURCE OFFICERS TO EACH OF FOUR SCHOOLS IN THE CITY LIMITS: According to the agenda support documents Resolution 2018-141 approves the agreement with the Nassau County District Schools to provide school resource officers in schools. **A motion**

was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Resolution 2018-141. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.4 RESOLUTION 2018-142 APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE NASSAU COUNTY SCHOOL DISTRICT SUPERINTENDENT, THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE PROBATION AND COMMUNITY INTERVENTION (DJJ), NASSAU COUNTY SHERIFF'S OFFICE (NCSO), AND FERNANDINA BEACH POLICE DEPARTMENT (FBPD) REGARDING STUDENT RECORDS AND REPORTS AND STUDENTS' RIGHT OF PRIVACY: According to the agenda support documents Resolution 2018-142 approves an Interagency Agreement with the Nassau County School District Superintendent, the Florida Department of Juvenile Justice Probation and Community Intervention, and Nassau County Sheriff's Office. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger to approve Resolution 2018-142. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2018-143 APPROVING A SETTLEMENT OF CODE ENFORCEMENT FINES AND FEES FOR MARK O'BRIEN CONTINGENT UPON SALE OF PROPERTIES AT 400 SOUTH 8TH STREET AND 421 SOUTH 9TH STREET AND COMPLIANCE WITH ALL CITY CODES BY DECEMBER 31, 2018: According to the agenda support documents Resolution 2018-143 approves a settlement for the amount of fines and fees owed by Mark O'Brien to allow for the sale of his properties and their subsequent Code compliance. ***This item was removed from the agenda.***

8.1 FIRST READING OF ORDINANCE 2018-36 AMENDING CHAPTER 26, BUSINESSES, ARTICLE IV, PEDDLERS, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 26-92, EXEMPTIONS FROM PROHIBITION TO CLARIFY THE TERM "OCCASIONAL SALES" AND BY REMOVING PARAGRAPH C; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH: According to the agenda support documents Ordinance 2018-36 amends Chapter 26 of the City Code pertaining to peddlers. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Smith to approve Ordinance 2018-36. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 SECOND READING OF ORDINANCE 2018-24: City Attorney Bach read Ordinance 2018-24 by title only, which was as follows: "AN ORINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA CHANGING THE CITY'S ZONING MAP FROM NASSAU COUNTY COMMERCIAL INTENSIVE (CI) TO ASSIGN A ZONING MAP CATEGORY OF GENERAL COMMERCIAL (C-2) FOR A PROPERTIES TOTALING APPROXIMATELY 0.66 ACRES OF LAND LOCATED AT 1336 S. 14TH STREET AND 1451 NECTARINE STREET; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." According to agenda support documents Ordinance 2018-24 changes the City's zoning map from Nassau County Commercial Intensive (CI) to assign a zoning map category of General Commercial (C-2) to approximately 0.66 acres of land located at 1336 S. 14th Street and 1451 Nectarine Street.

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 Smith, seconded by Vice Mayor Kreger to approve Ordinance 2018-24. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried**.

9.2 SECOND READING OF ORDINANCE 2018-27: City Attorney Bach read Ordinance 2018-27 by title only, which was as follows: "AN ORINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA CHANGING THE CITY'S ZONING MAP FROM NASSAU COUNTY COMMERCIAL INTENSIVE (CI) TO ASSIGN A ZONING MAP CATEGORY OF GENERAL COMMERCIAL (C-2) FOR A PROPERTY TOTALING APPROXIMATELY 0.57 ACRES OF LAND LOCATED ON TJ COURSON ROAD PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2018-27 assigns a zoning district of General Commercial (C-2) to 0.57 acres of land located on TJ Courson Road.

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 Smith, seconded by Vice Mayor Kreger to approve Ordinance 2018-27. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

10.1 CONSERVATION LAND ACQUISITION FUNDING: This item was placed on the agenda at the request of Vice Mayor Kreger. City Attorney Bach provided a presentation which explained funding options for the conservation trust fund.

Ms. Margaret Kirkland, 1377 Plantation Point Drive, representing the Amelia Tree Conservancy (ATC) who approves and supports the City's efforts to fund land conservation. ATC recommends working with Nassau County to develop an island wide conservation solution.

Ms. Betsie Huben, 4615 Philips Manor Place, questioned how a citizen or organization would go about donating land to the City for conservation and what the costs are. Ms. Huben suggested processes be expedited in an effort to retain what little undeveloped land remains in the City.

After additional discussion the ***consensus of the City Commission was to place this item on the November 7, 2018 City Commission Regular Meeting agenda***.

CITY MANAGER REPORTS:

MARINA: City Manager Martin reported all permits have been submitted to the US Army Corps of Engineers for the northern attenuator. The invitation to bid on the southern attenuator is due October 19th.

AIRPORT: City Manager Martin reminded all of the new City of Fernandina Beach Municipal Airport terminal dedication ceremony on October 13th.

BIRTHDAY: City Manager Martin invited all to Peg Leg Pete's 40th birthday party this Saturday October 6th.

WORKSHOP: City Manager Martin gave a reminder for the Floodplain Ordinance workshop on Tuesday, October 9th.

MEETINGS: City Manager Martin will attend both the daytime Florida Energy and Resiliency District (FRED) meeting in Winter Springs and the evening dinner at the Northeast Florida League of Cities (NEFLC) on October 18th.

GALA: City Manager Martin announced the Council on Aging annual gala on October 19th.

CONSULTANT: City Manager Martin reported the City Parks and Recreation department outside consultant has completed preliminary organizational studies which will be presented at a later date (to be determined).

CITY ATTORNEY REPORTS:

REVENUE: City Attorney Bach welcomed correspondence or calls regarding new ideas for revenue sources besides taxation.

ABSENT: City Attorney Bach will not be in attendance at the Floodplain Ordinance Workshop on Tuesday October 9th.

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

MAYOR/COMMISSIONER COMMENTS:

SAFETY: Commissioner Chapman suggested that during October Fire Prevention month the community take time to create a home exit plan in the event of a fire

IMPACT FEES: Commissioner Smith suggested reviewing impact fees and considers increasing fees.

RULES OF ORDER: Commissioner Smith apologized for interrupting Mayor Miller during a contentious exchange at the previous City Commission Regular Meeting of September 18th and suggested Mayor Miller apologize for being unfair regarding rules of order. City Attorney Bach clarified the rules of order and dais light notification system for acknowledgement to speak. Mayor Miller apologized for the misunderstanding.

ATTENDANCE: Vice Mayor Kreger will attend the Florida League of Cities event on October 12th and will also attend the airport terminal dedication ceremony

AGENDA: Vice Mayor Kreger suggested reviewing the legislative agenda prior to legislation reconvening on March 6th.

CHARGING STATION: Mayor Miller announced the electric vehicle charging station behind the Nassau County Fernandina Beach Branch Public Library is open to the public and free of charge.

THANK YOU: Mayor Miller thanked City Comptroller Pauline Testagrose for her continued attendance.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 7:42 pm.

ATTEST:

____________________________	____________________________
CAROLINE BEST	JOHN A. MILLER
City Clerk	Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT:	Resolution 2018-172 Authorization to Engage Outside Legal Counsel - Poole & Poole, P.A.
ITEM TYPE:	Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-172

SYNOPSIS: City Attorney Bach recommends adding Poole & Poole, P.A., to the approved list of available outside legal counsel.

FISCAL IMPACT: Funds are available in Legal Legal/Contractual account, 0011400 54934, for outside legal services.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-172.

Tammi E. Bach, City Attorney	11/13/2018
Dale Martin, City Manager	11/15/2018
Pauline Testagrose, Comptroller	11/21/2018

Date: November 13, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-172

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO ENGAGE POOLE & POOLE, P.A. AS ADDITIONAL OUTSIDE LEGAL COUNSEL IN FISCAL YEAR 2018/2019 FOR CONFLICTS AND CODE BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, from time to time the City Attorney has an ethical conflict or scheduling conflict representing a City board such as Code Enforcement Board; and

WHEREAS, the law firms of Bryant Miller Olive, Miriam R. Hill, Esq., PLLC, Jacobs Scholz & Associates, Eavenson, Fraser, Lunsford & Ivan, PLLC and Faltemier Rogers, PLLC, were approved by the City Commission on September 3, 2018, via Resolution 2018-129, to provide services to the City from time to time on various matters including conflicts; and

WHEREAS, the City Attorney has now also asked Poole & Poole, P.A. to submit an engagement agreement letter outlining hourly rates for legal services; and

WHEREAS, funding is budgeted in FY 2018/2019 and available in the City Attorney's Legal/Contractual account, 0011400 54934, in an amount not to exceed $40,000 (in the aggregate) for outside legal services.

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 City Attorney to engage the qualified legal counsel of Poole & Poole, P.A. in addition to attorneys approved via Resolution 2018-129 on those matters where the City Attorney has a conflict and/or for coverage of City board meetings.

SECTION 2. The City Attorney is hereby authorized to execute the Engagement Agreement, attached hereto as Exhibit "A".

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

ADOPTED this 4th day of December, 2018.

CITY OF FERNANDINA BEACH

____

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

____

Caroline Best
City Clerk

____

Tammi E. Bach
City Attorney

POOLE & POOLE, P.A.
Attorneys at Law
SUITE 200, ALLAN BUILDING
303 CENTRE STREET
FERNANDINA BEACH, FLORIDA 32034

H. PRICE POOLE, JR. TELEPHONE: 904.261.0742
HARRISON W. POOLE FACSIMILE: 904.261.0745

November 6, 2018

City of Fernandina Beach
Attn: Tammi Bach, Esquire
204 Ash Street
Fernandina Beach, FL 32034

Re: Engagement Agreement for Coverage of City Meetings

Dear Tammi:

Thank you for requesting our assistance in representing the City during Board meetings for when your office has a scheduling conflict. This letter will confirm our agreement regarding our representation in the same. Our fees in this matter will be billed on an hourly rate of $250.00 for myself (discounted from my normal hourly rate of $300.00). You will not be billed for any secretarial or clerical time, overhead, or administrative costs.

The reasonable fee shall cover and include all time spent in representing the City, including (without limitation) time spent for telephone conferences (including telephone calls with you), email correspondence, office conferences, travel to and from out of office locations, drafting applications and other documents, legal research, time spent in meetings, negotiations, depositions, preparation, and attendance at all judicial and administrative hearings or other matters.

Representation of you in this matter will be withdrawn if you misrepresent or fail to disclose material facts, or if you fail to cooperate or follow advice as given, or do not make the payments required by this Agreement. If suit must be filed for the collection of any sums due under this Agreement, then you shall pay reasonable attorney's fees together with Court costs for collection of such unpaid amounts.

This Agreement contains the entire understanding between us and may not be varied or modified unless in writing.

If these terms are acceptable to you, please sign the enclosed copy of this letter, and return it to my office. I again look forward to working with you. If you have any questions, please do not hesitate to call. I appreciate your trust and confidence in asking us to assist you. We will endeavor to do our best for you at all times.

Sincerely yours,

Harrison W. Poole
Harrison W. Poole, Esquire

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, PLEASE READ IT CAREFULLY AND BE SURE YOU UNDERSTAND ALL OF ITS CONTENTS. IF THERE IS ANYTHING THAT YOU DO NOT UNDERSTAND, ASK. DO NOT HESITATE TO HAVE THIS AGREEMENT REVIEWED BY ANOTHER ATTORNEY OF YOUR CHOICE.

READ, APPROVED AND ACCEPTED THIS ___ DAY OF ___________, 2018.

____
Client

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-173
Agreement Approval - Florida Green Finance Authority

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-173.

SYNOPSIS: In 2010, the Florida Legislature adopted HB 7179 (Section 163.08, Fla. Stat.) (the"Bill"), allowing local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the up-front financing for energy conservation and efficiency (e.g., energy-efficient heating, cooling, or ventilation systems), renewable energy (e.g., solar panels), and wind resistance (e.g., impact resistant windows) improvements (the "Qualifying Improvements").

PACE programs assist residents and business owners in strengthening the hurricane resistance of their homes and businesses, reducing their carbon footprint and energy costs and by stimulating the local economy by creating construction jobs. Property owners within Fernandina Beach, would benefit from having the opportunity to participate in PACE programs to help finance the substantial up-front costs associated with increasing the resiliency and energy efficiency of homes.

Fernandina Beach desires to authorize PACE providers to accept applications, establish and utilize a non-ad valorem assessment process, and enter into financing agreements with property owners within Fernandina Beach.

In September 2016, via Resolution 2016-107, the City Commission authorized the creation of a new PACE district pursuant to Section 163.08 and 163.01(7) called the Florida Resiliency Energy District (FRED) with the Town of Lake Clarke Shores in Palm Beach County and the Florida Development Finance Corporation by utilizing Renovate America as the administrator of that PACE program. In November 2016, via Resolution 2016-142 the City of Fernandina Beach joined another PACE district, the Green Corridor Property Assessment Clean Energy District (Ygrene PACE program) in order to give property owners access to competitive financing options. The City Commission desires to give residents and businesses more competitive options for PACE financing of qualifying improvements to their homes and businesses and therefore agrees to join the Florida Green Finance Authority (Renew PACE program) first created in the Town of Lantana, Florida.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-173.

Tammi E. Bach, City Attorney 11/09/2018
Dale Martin, City Manager 11/15/2018

Date: October 26, 2018
Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2018-173

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A NON-EXCLUSIVE VOLUNTARY MEMBERSHIP AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY; AUTHORIZING APPLICATIONS AND LEVY OF ASSESSMENTS; PROVIDING FOR AUTHORIZATION OF CITY OFFICIALS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 (Section 163.08, Fla. Stat.) (the "Bill"), allowing local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the up-front financing for energy conservation and efficiency (e.g., energy-efficient heating, cooling, or ventilation systems), renewable energy (e.g., solar panels), and wind resistance (e.g., impact resistant windows) improvements (the "Qualifying Improvements"); and

WHEREAS, PACE programs assist residents and business owners in strengthening the hurricane resistance of their homes and businesses, reducing their carbon footprint and energy costs and by stimulating the local economy by creating construction jobs; and

WHEREAS, property owners within Fernandina Beach, would benefit from having the opportunity to participate in PACE programs to help finance the substantial up-front costs associated with increasing the resiliency and energy efficiency of homes; and

WHEREAS, Fernandina Beach desires to authorize PACE providers to accept applications, establish and utilize a non-ad valorem assessment process, and enter into financing agreements with property owners within Fernandina Beach; and

WHEREAS, in September 2016, via Resolution 2016-107, the City Commission authorized the creation of a new PACE district pursuant to Section 163.08 and 163.01(7) called the Florida Resiliency Energy District (FRED) with the Town of Lake Clarke Shores in Palm Beach County and the Florida Development Finance Corporation by utilizing Renovate America as the administrator of that PACE program; and

WHEREAS, in November 2016, via Resolution 2016-142 the City of Fernandina Beach joined another PACE district, the Green Corridor Property Assessment Clean Energy District (Ygrene PACE program) in order to give property owners access to competitive financing options; and

WHEREAS, the City Commission desires to give residents and businesses more competitive options for PACE financing of qualifying improvements to their homes and businesses and therefore agrees to join the Florida Green Finance Authority (RenewPACE program) first created in the Town of Lantana, Florida.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are hereby adopted, confirmed, and incorporated herein by reference.

SECTION 2. Approval of Membership Agreement between the Florida Green Finance Authority and the City. The City Commission hereby approves the Membership Agreement between the Florida Green Finance Authority (hereinafter "the RenewPACE program") and the City of Fernandina Beach in substantially the form as attached hereto as Exhibit "A", and authorizes the Mayor to execute the final agreement, subject to approval as to form and legality by the City Attorney.

SECTION 3. Authorization of Applications and Levy of Assessments. The City Commission, hereby authorizes the RenewPACE program to accept applications for financing Qualifying Improvements within the Fernandina Beach municipal boundaries on a non-exclusive basis and hereby authorizes the RenewPACE program to levy non-ad valorem assessments for such Qualifying Improvements, subject to limitations and conditions including execution of a Non-Ad Valorem Assessment Collection Agreement, and applicable federal, state, county, and municipal law, rules, regulations, ordinances, and policies.

SECTION 4. Authorization of City Officials. The Mayor, the City Manager and the City Attorney are authorized to take all steps necessary to implement the terms and conditions of this Resolution and to execute the Membership Agreement in substantially the form as attached hereto as Exhibit "A". The Mayor is authorized to execute any required agreements and/or documents to implement the terms and conditions of this Resolution, subject to the approval as to form and legality by the City Attorney.

SECTION 5. Effective Date. This Resolution shall be effective immediately upon adoption.

ADOPTED this 4th day of December, 2018.

CITY OF FERNANDINA BEACH

____
John A. Miller
Commissioner - Mayor

ATTEST:

____
Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Tammi E. Bach
City Attorney

City of Fernandina Beach
Party Membership Agreement
To The Florida Green Finance Authority

WHEREAS, Section 163.01, F.S., the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for their mutual benefit; and

WHEREAS, the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") and the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") entered into an Interlocal Agreement, dated June 11, 2012, first amended on August 11, 2014 and second amended on April 7, 2016 with document execution May 9, 2016, establishing the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy and water conservation and efficiency, renewable energy and wind-resistance improvements, and to provide additional services consistent with law; and

WHEREAS, the City of Fernandina Beach desires to become a member of the Florida Green Finance Authority in order to facilitate the financing of qualifying improvements for properties located within the City of Fernandina Beach, Florida.

NOW, THEREFORE, it is agreed as follows:

1. The Interlocal Agreement between the Florida Green Finance Authority, the Town of Lantana and the Town of Mangonia Park, entered into on June 11, 2012 and as amended on August 11, 2014 and April 7, 2016 with document execution May 9, 2016 (the "Interlocal Agreement"), for the purpose of facilitating the financing of qualifying improvements for properties located within the Authority's jurisdiction via the levy and collection of voluntary non-ad valorem assessments on improved property, is hereby supplemented and amended on the date last signed below by this Party Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the City of Fernandina Beach.

2. The Florida Green Finance Authority, together with its member Parties, and the City of Fernandina Beach, with the intent to be bound thereto, hereby agree that the City of Fernandina Beach shall become a Party to the Interlocal Agreement together with all of the rights and obligations of Parties to the Interlocal Agreement.

3. The Service Area of the Florida Green Finance Authority shall include the legal boundaries of the City of Fernandina Beach, as the same may be more specifically designated by the City of Fernandina Beach or amended from time to time.

4. The City of Fernandina Beach designates the following as the respective place for any notices to be given pursuant to the Interlocal Agreement:

City of Fernandina Beach: Attn: Dale L. Martin, City Manager
204 Ash Street,
Fernandina Beach, FL 32034

With a copy to: Tammi Bach, City Attorney
204 Ash Street
Fernandina Beach, FL 32034

5. This Party Membership Agreement shall be recorded by the Authority with the Clerk of the Court in the Public Records of Palm Beach County as an amendment to the Interlocal Agreement and recorded in the public records of the City of Fernandina Beach, in accordance with Section 163.01(11), Florida Statutes.

6. Termination of this Agreement may occur with 30 days' written notice, and at the end of the 30-day period, this Agreement shall be automatically terminated and the Authority will not accept any new applications. Any projects related to applications received before the end of the 30-day period shall be permitted to be completed.

IN WITNESS WHEREOF, the Parties hereto subscribe their names to this Interlocal Agreement by their duly authorized officers.

ATTEST:

The Florida Green Finance Authority, a separate legal entity established pursuant to Section 163.01(7), Florida Statutes

By:____________________________
Secretary of the Authority

By: ____________________________
David Thatcher, Chair of the Authority

Approved by Authority Attorney
as to form and legal sufficiency

By: ____________________________
Keith Davis, Authority Attorney

ATTEST:

CITY OF FERNANDINA BEACH, through its
CITY COMMSSION

____
Caroline Best, City Clerk

By: ______________________________
John A. Miller, Mayor of Fernandina Beach

APPROVED AS TO FORM AND LEGALITY:

By:_______________________ Date:______
Tammi E. Bach, City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT:	Resolution 2018-174 Deed of Dedication - Thomas E. Ray and Ann Shuman
ITEM TYPE:	Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-174.

SYNOPSIS: Thomas E. Ray and Ann V. Shuman, a married couple, wish to dedicate approximately 1.0 acre of land to the City of Fernandina Beach for public conservation. The City must keep the property in a vegetated state and remove overgrowth into Robert Oliver Avenue (private road). The City will also remove overgrowth from the grantors' lot 1 (retained by grantors for their home) when it poses a safety threat into Robert Oliver Avenue.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-174.

Tammi E. Bach, City Attorney	11/13/2018
Dale Martin, City Manager	11/19/2018

Submitted By: _________________________ Date: October 29, 2018
Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2018-174

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING A DEED OF DEDICATION FROM THOMAS E. RAY AND ANN V. SHUMAN FOR 1.0 ACRE OF LAND TO BE USED ONLY FOR PUBLIC CONSERVATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Thomas E. Ray and his wife, Ann V. Shuman, own property in the City known as 3035 Robert Oliver Avenue, more particularly described as Lots 1 and part of Lot 2 in Egans Landing subdivision, Plat Book 5, Pages 387-387B; and

WHEREAS, Thomas E. Ray and his wife, Ann V. Shuman wish to dedicate to the City approximately 1.0 acre of land known as the part of Lot 2 of Egans Landing subdivision, to be used in perpetuity as public conservation land only; and

WHEREAS, the City wishes to accept this dedication of conservation land, and the City agrees to keep its part of Lot 2 in a vegetated state and remove overgrowth into Robert Oliver Avenue but also remove overgrowth into Robert Oliver Avenue from Lot 1 which will remain owned and occupied by Thomas E. Ray and his wife, Ann V. Shuman.

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

SECTION 1. The City Commission hereby accepts the Deed of Dedication, attached hereto as Exhibit "A", and the property is transferred to the City in fee simple totaling 1.0 acre of land to be held in perpetuity as public conservation land and to remain in a vegetated state with the exception of overgrowth into Robert Oliver Avenue as determined necessary by the City for safety within the (privately maintained) Robert Oliver Avenue and removal of any invasive plant species on its part of Lot 2 as deemed necessary by the City. The City shall also remove overgrowth into Robert Oliver Avenue from Lot 1 of Egans Landing, still owned by Mr. Ray and his wife, Ann V. Shuman, as determined necessary for safety by the City.

SECTION 2. The City Clerk shall record this Deed of Dedication in the public records of Nassau County, Florida.

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

ADOPTED this 4th day of December, 2018.

ATTEST: CITY OF FERNANDINA BEACH

__________________________ __________________________

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

DEED OF DEDICATION

Parcel Number: Portion of parcel 00-00-30-021L-0001-0000- Portion of Lot 2 as created under EGANS LANDING Plate Book 5 Page 387

THIS INDENTURE, made this 2d day of November, A.D., 2018 BETWEEN **THOMAS E. RAY and ANN V. SHUMAN, husband and wife,** whose address is 3035 Robert Oliver Avenue, Fernandina Beach, FL 32034 ("Grantor"), and **CITY OF FERNANDINA BEACH**, a municipal corporation in Nassau County, State of Florida whose mailing address is 204 Ash Street, Fernandina Beach, Florida 32034 ("Grantee").

WITNESSETH, that for and in consideration of Zero Dollars ($0.00) and the acceptance of this Dedication by the Grantee, Grantor does hereby grant, dedicate, give, and convey to the Grantee, its successors and assigns, forever the following described land situate in Fernandina Beach, Nassau County, Florida, to wit:

PORTION OF LOT 2 IN OR 2197/1349 EGANS LANDING PB 5/387- 387B

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever, in fee simple for property totaling 1.0 acre of land to be held in perpetuity as public conservation land and to remain in a vegetated state with the exception of overgrowth into Robert Oliver Avenue as determined necessary by Grantee for safety within the (privately maintained) Robert Oliver Avenue and removal of any invasive plant species from the described land and from the adjoining Lot 1 deemed necessary by the Grantee.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to dedicate and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

IN WITNESS WHEROF, the said Grantor has hereunto set their hand this 2d day of Nov., A.D., 2018.

Signed, sealed and delivered in the presence of:

Witness (RAY): [signature]
Print Name: Erik Moule

Witness (RAY): Rosemarie T. Evatt
Print Name: ROSEMARIE T. EVATT

Witness (SHUMAN): [signature]
Print Name: Erik Moule

GRANTORS:

[signature]
Thomas E. Ray

[signature]
Ann V. Shuman

Witness (SHUMAN): Rosemarie T. Evatt

Print Name: Rosemarie T. EVATT

STATE OF FLORIDA
COUNTY OF NASSAU

I HEREBY CERTIFY that on this 2nd day of November, A.D., 2018, before me personally appeared THOMAS E. RAY to me known to be the person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his free act and deed and has provided DRIVER LICENSE as identification and has/has not taken an oath. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, the day and year last aforesaid.

Rosemarie T. Evatt
Notary Public, State of Florida

My Commission Expires: 04-28-2021

ROSEMARIE T. EVATT
Notary Public - State of Florida
Commission # GG 060297
My Comm. Expires Apr 28, 2021
Bonded through National Notary Assn.

STATE OF FLORIDA
COUNTY OF NASSAU

I HEREBY CERTIFY that on this 2nd day of NOVEMBER, A.D., 2018, before me personally appeared ANN V. SHUMAN to me known to be the person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his free act and deed and has provided DRIVER LICENSE as identification and has/has not taken an oath. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, the day and year last aforesaid.

Rosemarie T. Evatt
Notary Public, State of Florida

My Commission Expires: 04-28-2021

ROSEMARIE T. EVATT
Notary Public - State of Florida
Commission # GG 060297
My Comm. Expires Apr 28, 2021
Bonded through National Notary Assn.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-175
Deed of Dedication - Rayonier Performance Fibers, LLC

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-175

SYNOPSIS: Rayonier Performance Fibers, LLC wishes to dedicate two parcels of land to the City for recreation and conservation. One of the parcels is .23 acres and is occupied by a basketball court used by public housing residents on South 11th Street south of Jasmine. The other parcel is .5 acres adjacent to Maryland Avenue between Fletcher and Jean LaFitte Blvd.

Rayonier Performance Fibers, LLC is recognized for its contribution to conservation and recreation.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-175.

Tammi E. Bach, City Attorney 11/09/2018
Dale Martin, City Manager 11/16/2018

Submitted By: ________________________ Date: October 17, 2018
Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2018-175

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING A QUITCLAIM DEED FOR PROPERTY OWNED BY RAYONIER PERFORMANCE FIBERS, LLC FOR DEDICATION TO THE CITY FOR THE PURPOSE OF CONSERVATION AND RECREATION; RECOGNIZING RAYONIER PERFORMANCE FIBERS, LLC FOR ITS CONTRIBUTION TO CONSERVATION AND RECREATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rayonier Performance Fibers, LLC wishes to donate two parcels to the City of Fernandina Beach; and

WHEREAS, one parcel is an alley east of the Egan's Creek Greenway and the other parcel is occupied by a basketball court south of Indigo Street between 10^{th} and 11^{th} streets; and

WHEREAS, the alley east of Egan's Creek Greenway consists of 1 acre of undeveloped land that shall be dedicated to conservation; and

WHEREAS, the basketball court south of Indigo Street shall continue to be used for recreation purposes; and

WHEREAS, the City understands the economic importance of local manufacturing, which comprises over 20 percent of our local GDP; and

WHEREAS, Rayonier Performance Fibers, LLC and the City of Fernandina Beach both recognize that our community's manufacturing base and residential quality of life go hand-in-hand.

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

SECTION 1. The City Commission hereby accepts the Quitclaim deed, attached hereto as Exhibit "1".

SECTION 2. The City Clerk shall record this Quitclaim deed in the public records of Nassau County, Florida.

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

ADOPTED this 4th day of December, 2018.

ATTEST: CITY OF FERNANDINA BEACH

___________________________ ___________________________

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

____
Tammi E. Bach
City Attorney

Prepared by and after
recording, return to:

Bryan L. Putnal, Esq.
Smith Hulsey & Busey
Post Office Box 53315
Jacksonville, Florida 32201-3315

Tax ID No.
18-3N-29-0000-0004-0000
00-00-31-1800-0169-0010

QUITCLAIM DEED

THIS QUITCLAIM DEED (this "Deed"), is made as of the 1st day of November, 2018 (the "Effective Date"), by **RAYONIER PERFORMANCE FIBERS, LLC**, a Delaware limited liability company ("Grantor"), whose mailing address is 1301 Riverplace Blvd., Suite 2300, Jacksonville, Florida 32207, to **CITY OF FERNANDINA BEACH**, a municipal corporation ("Grantee"), whose address is 204 Ash Street, Fernandina Beach, Florida 30034.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and quitclaims unto Grantee all of Grantor's right, title and interest, if any, in and to that certain real property situate in Nassau County, Florida more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"), subject to taxes and assessments for 2018 and subsequent years, and covenants, restrictions, easements, and other matters of record as of the Effective Date, but this reference thereto shall not operate to re-impose the same.

TO HAVE AND TO HOLD the Property, together with all the tenements, hereditaments, and appurtenances pertaining to the Property forever.

[Signature on following page]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the Effective Date.

Signed, sealed and delivered
in the presence of:

Jane E. Rorick
Witness

[signature]
Witness

RAYONIER PERFORMANCE FIBERS, LLC, a Delaware limited liability company

By: [signature]
Name: SVP
Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 10th day of November, 2018, by Michael R. Herman, as SVP of **RAYONIER PERFORMANCE FIBERS, LLC**, a Delaware limited liability company, on behalf of the company, who *(check one)* ☒ is personally known to me or ☐ has provided me with ______________ *(insert type of identification)* as evidence that such person is the individual who executed this instrument.

Shellie Simmons
Notary Public, State of Florida
My Commission No.: GG 173588
My Commission Expires: 03-03-2022

SHELLIE SIMMONS
Commission # GG 173588
Expires March 3, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit "A"

7-00-00-31-1800-0169-0010

Lots 1, 2, 31 and 32 of City Block 169 as more particularly described in a Deed to Rayonier Incorporated by Fernandina Dock and Realty Co., dated April 11, 1938, recorded June 6, 1938, in Deed Book 100, Page 29, in the public records of Nassau County, Florida.

16 18-3N-29-0000-0004-0000

Two (2) strips of land being 30 feet in width and lying in Section 18, Township 3 North, Range 29 East and being more particularly described in two (2) deeds to Rayonier Incorporated by John H. and Clyde L. Goodbread dated June 19, 1956, filed June 29, 1956, in Deed Book 238, Page 259, and by Fernandina Development Company et. al. dated June 4, 1956, filed July 5, 1956, in Deed Book 238, Page 303, in the public records of Nassau County, Florida.

The legal description of the Property was provided to the preparer without the benefit of a survey or title search. The preparer accepts no liability or responsibility for any inaccuracies in the legal description of the Property. The title to the Property has not been examined by the preparer, who renders no opinion thereon or relating thereto.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT:	Resolution 2018-176 Headcount Increase / Budget Amendments - Marina
ITEM TYPE:	Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-176

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 $88,450 from the Marina Building account, 480 56200, to the: Marina Seasonal/Temporary account, 480 51300, for $80,000; Marina FICA account, 480 52100, for $6,150; Marina Workers Comp account, 480 52400, for $1,850; and the Marina Communications Cellular account, 480 54101, for $450.

FISCAL IMPACT: Funds are available in the Marina Building account for this transfer.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-176.

Dale Martin, City Manager	11/15/2018
Tammi E. Bach, City Attorney	11/16/2018
Pauline Testagrose, Comptroller	11/21/2018
Katie Newton, Legal Assistant	11/21/2018

Date: November 08, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE ADDITION OF ONE SEASONAL/TEMPORARY POSITION, INCREASING THE CITY'S FULL TIME HEADCOUNT TOTAL BY ONE; APPROVING AMENDMENTS 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, the FEMA Cost Estimating Fact Sheet for the Marina Repairs, due to Hurricane Mathew, includes the costs of a Project Manager during the construction phase and the budget is included in the capital expenditures building budget for Fiscal Year 2018/2019; and

WHEREAS, this expenditure requires a budget transfer in the amount of $88,450 from the Marina Building account, 480 56200, and should be classified to the Marina Seasonal/Temporary account, 480 51300, for $80,000; Marina FICA account, 480 52100, for $6,150; Marina Workers Comp account, 480 52400, for $1,850; and the Marina Communications Cellular account, 480 54101, for $450; and

WHEREAS, this will also temporarily increase the total City headcount by one Seasonal/Temporary position.

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

SECTION 1. The City Commission hereby approves a transfer of $88,450 from the Marina Building account, 480 56200, to the: Marina Seasonal/Temporary account, 480 51300, for $80,000; Marina FICA account, 480 52100, for $6,150; Marina Workers Comp account, 480 52400, for $1,850; and the Marina Communications Cellular account, 480 54101, for $450.

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

ADOPTED this 4th day of December, 2018.

CITY OF FERNANDINA BEACH

____

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT:	Resolution 2018-177 Lease Agreement - Amelia River Excursions
ITEM TYPE:	Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-177

SYNOPSIS: Kevin McCarthy, owner of Amelia River Excursions, Inc. approached the City Manager and City Attorney about leasing 3 boat slips and space for a ticket kiosk at the Fernandina Harbor Marina. Mr. McCarthy operates a sightseeing river excursion tour which has become very popular for residents and tourists alike. Mr. McCarthy is requesting a 5-year initial term for the lease with one automatic 5-year renewal at his option and two more 5-year renewal options with the consent of the City Commission.

FISCAL IMPACT: The proposed lease payment of $3,000 per month will be deposited into the City's Marina Cash account, 480 10000.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-177.

Tammi E. Bach, City Attorney	10/22/2018
Dale Martin, City Manager	11/16/2018
Pauline Testagrose, Comptroller	11/21/2018

Date: October 17, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2018-177

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FIVE-YEAR LEASE AGREEMENT BETWEEN AMELIA RIVER EXCURSIONS, INC. AND THE CITY OF FERNANDINA BEACH FOR PERMANENT SLIPS AND LAND FOR A TICKET KIOSK AT THE FERNANDINA BEACH HARBOR MARINA; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach owns certain real property known as the Fernandina Harbor Marina (“Property”); and

WHEREAS, Amelia River Excursions, Inc., wishes to lease a portion of the Property for the purpose of installing and occupying a temporary ticket booth no more than 400 square feet in size to serve customers; and

WHEREAS, Amelia River Excursions, Inc., owns three boats and also wishes to lease three permanent slip locations in the Fernandina Harbor Marina; and

WHEREAS, the City is willing to allow Amelia River Excursions, Inc. to lease the Property and the slip locations, subject to the terms and conditions set forth in the Lease Agreement (Exhibit A).

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

SECTION 1. The City Commission hereby approves the Lease Agreement with Amelia River Excursions, Inc., attached hereto as Exhibit “A”.

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

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

ADOPTED this 4th day of December, 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

LEASE AGREEMENT
FOR USE OF CITY MARINA PROPERTY

This LEASE AGREEMENT ("Agreement") is entered into on ________________, 2018, by and between AMELIA RIVER EXCURSIONS, INC., a Florida corporation and its successors and assigns, whose address is 1 N. Front Street, Fernandina Beach, FL 32034 ("Leasee" or "AREI") and CITY OF FERNANDINA BEACH, a municipal corporation existing under the laws of the State of Florida, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (the "City"), with reference to the following facts:

WHEREAS, the City is owner of that certain real property Nassau County Parcel ID#'s are 00-00-31-1760-0031-0020 and 00-00-31-1760-0029-0010, known informally as Parking Lot B and Parking Lot C upland to and adjacent to the Fernandina Harbor Marina, City of Fernandina Beach, Nassau County, Florida 32034 (collectively known as the "Property");

WHEREAS, the Leasee wishes to occupy and utilize a four hundred square foot (400 sq. ft.) portion of the Property (the "Leased Area") for the limited purpose of installing and occupying a ticket booth no more than one hundred square feet (100 sq. ft.) in size to serve customers and sell tickets to its customers for AREI (the "Kiosk"); and

WHEREAS, the City is willing to allow the Leasee to use the Leased Area, subject to the terms and conditions set forth in this Agreement;

WHEREAS, AREI is the owner of three Boats; Bald Eagle-Amelia River Cruise, fifty-nine feet (59') in length with hull number KRI590006J990; Kieren Marie, forty-five feet (45') in length with hull number KRI450835111; and Miss Kaylynn, forty-five feet (45') with hull number 994406 (collectively known as the "Boats");

WHEREAS, the Leasee wishes to occupy three (3) long-term slip locations in the Fernandina Harbor Marina (the "Marina") to accommodate the mooring of the Boats.

WHEREAS, the City is willing to grant three (3) long-term slip locations to AREI for the mooring of the Boats more accurately identified as slip #3-03W, #2-25E and #3-02W (collectively referred to as the "Slips").

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement by this reference, and are true and complete.

2. Lease Term. As it pertains to the three (3) Slips and one (1) Kiosk and the Leased Area, AREI shall have a five-year initial lease term. This Agreement shall automatically renew for one (1) additional five-year (5 yr.) period. AREI shall have the option to renew for one (1) additional consecutive five-year (5 yr.) period with at least ninety (90) days' notice to the City prior to the expiration of the Lease Term. Thereafter, AREI shall have the option to review for additional five-year (5 yr.) periods with written consent from the City, and such consent shall not be

unreasonably withheld by the City. AREI shall provide written notice to the City of AREI's intention to renew at least ninety (90) days prior to the expiration of any lease term. If the City does not respond to AREI's intention to renew the five-year (5 yr.) lease term within fifteen (15) days of receipt of AREI's intention to renew, the City shall be deemed to consent to the renewal of the Lease for an additional five-year (5 yr.) term. The initial five-year (5 yr.) lease term shall commence on **[**January 1, 2019**]** upon approval of this Agreement by the City Commission of Fernandina Beach, Florida.

3. Lease Payment. In exchange for the right to use the Property and Slips, AREI will pay a lump-sum payment of $2,800 a month, plus applicable sales tax, for each month of the lease term, to be paid on or before the first day of the month. Rent for any fractional amount at the beginning or end of the said lease term will be prorated on a daily basis. The monthly lease payment shall be increased at a rate of one percent (1%) or the Consumer Price Index (CPI) - All Urban Consumers South Urban Region- All Items (base year 1982-84=100), as published by the United States Department of Labor-Bureau of Labor Statistics, whichever is greater, on an annual basis beginning in the first year of the automatic renewal five-year lease term. Such CPI increase will be computed each year based on the twelve-month (12 mo.) percent change of the July index and any change will be implemented and effective with October rent payments of each applicable year.

In the event a similarly situated commercial entity or individual operating a US Coast Guard inspected passenger vessel providing services to seven (7) or more passengers (referred to as the "Competitor") desires to enter into an agreement with the City for the use of slips in the Marina, or any portion of the Property, for a term exceeding one (1) month, the City shall require that said Competitor shall agree to a lease payment equal or greater to the amount identified by this Agreement, subject to a pro-rata adjustment based on the length of the vessels and/or square footage of the Property to be leased by Competitor.

4. Property and Slip Use. The City hereby agrees and consents to allow the Leasee to use the Slips, the Kiosk and the Lease Area provided, however, that such consent shall constitute a lease only, subject to the terms and conditions of this Agreement, and shall not constitute an easement nor give rise to any claim of adverse possession or prescriptive easement by the Leasee. The Leasee hereby waives all rights it may have to make any such claims.

5. Assignment and Binding Effect. The terms of this Agreement shall be binding upon the City, the Leasee and the heirs, successors, and assigns of the Leasee and the City. With the approval of the City Commission, this Agreement may be assigned upon the City's written consent and such consent shall not be unreasonably withheld, thereby releasing AREI from any further liability under this Agreement.

6. Release and Indemnification. The Leasee understands acknowledges and agrees to assume all risks and hazards incidental to the installing and occupying the Kiosk and Leased Area to serve customers for AREI. The Leasee does hereby agree to waive, release, absolve, and covenants not to sue the City, its mayor, commissioners, officers, employees, contractors, consultants, volunteers, representatives, attorneys and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of this Agreement and/or the Leasee's installing and the Kiosk and Leased Area to serve customers for AREI. The Leasee further promises and agrees to indemnify, defend and hold harmless the City, its mayor, commissioners, officers, employees,

contractors, consultants, representatives, volunteers, attorneys and agents from and against all liability, claims and expense, including reasonable attorneys' fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of this Agreement and/or the Leasee's installing and occupying the Kiosk and Leased Area to serve customers for AREI. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of the Leasee's installing and occupying the Kiosk and Leased Area to serve customers for AREI. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason whatsoever. Notwithstanding the foregoing, nothing herein shall constitute a waiver of immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. <u>Commercial General Liability Insurance.</u> The Leasee shall furnish proof of commercial general liability insurance coverage to the City naming the City as additional insured in an amount no less than **[**$1,000,000 per occurrence**]**. The Leasee shall provide updated certificates of insurance to City as they are issued by Leasee's insurer evidencing current and valid insurance coverage during the life of this Agreement.

8. <u>Representation and Warranty</u>. The City represents and warrants that it is the fee simple owner of the Property. The City further represents and warrants that it is authorized to enter into this Agreement without the joinder and consent of any other party, and that the party executing this Agreement on behalf of the City has full power and authority to bind the City to the terms hereof. The Leasee further represents and warrants that it is authorized to enter into this Agreement without the joinder and consent of any other party, and that the party executing this Agreement on behalf of the Leasee has full power and authority to bind the Leasee to the terms hereof.

9. <u>Kiosk Location</u>. In the event the Kiosk or Leased area are inaccessible or otherwise unusable due to maintenance, construction or repairs to the surrounding riverfront property owned by the City, or for any reason caused by the City, a reasonably suited alternative area for the kiosk/ticket booth shall be provided by the City and consented to by both parties. Such consent shall not be unreasonably withheld. A reasonably suited alternate area means immediately adjacent to the Marina and as near as possible to any boat slips leased or utilized by AREI in the Marina.

10. <u>Boat Slip Lease</u>: The City hereby grants a lease to Boat and AREI for use of the Slips located at the Marina for the Boats described above, including all riggings, engines, appurtenances and contents. The Boats shall be permanently assigned the Slips indicated hereafter; (Bald Eagle slip number 3-03W, Kieren Marie slip number 2-25E, Miss Kaylynn slip number 3-02W). In the event the City causes the Slip(s) to be inaccessible or otherwise unusable, the City shall provide a reasonably suited alternate slip(s) assignment in the Marina which has consented to by both parties. Such consent shall not be unreasonably withheld. Reasonably suited alternate slip assignment shall be located as near as possible to the Kiosk and Leased Area referenced by this Agreement.The parties acknowledge and agree that no bailment is created by this agreement.

11. <u>Payment of Fees and Other Charges</u>: If AREI fails to pay an outstanding balance for three (3) months, the City shall be authorized to sell the Boat at a nonjudicial sale within the

provisions of FS 328.17 after providing a written notice of nonjudicial sale to the AREI by certified or registered letter, return receipt requested at the address provided in this Agreement at least 30 days prior to any proposed sale. This provision is in addition to and not a limitation of City's rights under state or federal maritime law, which rights and liens are not waived and are expressly reserved. All charges are subject to applicable taxes.

12. Use Of Slip - Authority: AREI may use each Slip only to moor or store the Boats, and for no other purpose. If AREI replaces any of the Boats and wants to use a Slip for a replacement boat, AREI must first register the new boat with the City and shall agree to a pro-rata adjustment to the lease payment based on the length of the replacement boat. AREI represents that AREI has an ownership interest in the Boats and/or AREI is fully authorized to bind all owners of the Boats to the terms and conditions of this Agreement. If an agent of AREI, including a Captain, is signing this Agreement, said person represents that he has the authority to bind the AREI. If AREI removes the Boats from the Marina for extended periods (normally more than seven (7) days), for any reason, including repairs to the Boat, AREI shall notify the City.

13. Laws, Rules and Regulations: AREI shall comply with the Marina Rules. The City may change the Marina Rules by posting new ones. In using the Marina, AREI shall comply with all applicable laws, ordinances, resolutions, rules and regulations of federal, state and local entities, including US Coastguard regulations.

14. Care of Slip - Maintenance: AREI shall keep and maintain the Slip in a clean and sanitary condition at all times, and in accordance with the Marina Rules. Upon termination of this Agreement, AREI shall surrender the Slip in good order and repair other than normal wear and tear resulting from ordinary use. AREI shall not alter the Slip, dock area or utilities services. AREI shall not install or place any personal property, dinghies, small boats, equipment, boxes, or lockers of any type on the Slip, without the permission of Marina.

15. Utilities and Fees: Each Slip location shall be provided access to a 30-amp breaker, freshwater, fuel, and septic pump-out services and such other utility services then available to licensees at the Marina, generally. The Kiosk shall be provided electrical service. Marina does not warrant the availability of utility services and shall not be responsible for any damage or injury due to the interruption or unavailability of utility services. Without limiting the foregoing, AREI acknowledges that utility service may be discontinued during inclement weather. In addition, Marina does not warrant that the utility services will be compatible with the utility service requirements of the Boats (including electrical interconnection requirements or the effect of electrolytic action).

16. Discount. If, at any point in time during any monthly payment period, fuel, fresh water or septic pump-out services provided by Marina become unavailable for AREI use for at least three (3) consecutive calendar days, AREI will receive a 10% discount for the corresponding monthly lease payment. Such discount shall be applied to any monthly payment period in which fuel, fresh water, or septic services are unavailable for AREI use.

17. Access to Boats: The City shall have the right to inspect the Boats from time to time to determine if the Boats are in compliance with the terms of this Agreement.

18. No Warranties: The City makes no warranties, express or implied, as to the condition of the Slip or the Marina (including floats, walkways, gangways, ramps, gear and related items) or

the suitability of the Slip and the Marina for AREI's intended purposes. AREI acknowledges that AREI has had an opportunity to inspect the Marina and the Slip prior to execution of this Agreement and agrees to accept the Marina and the Slip in their current condition.

19. Holding Over: If any of the Boats remain at the Slip following termination of this Agreement, and without otherwise limiting the rights of the City hereunder, AREI shall be deemed to be occupying the Slip for purposes of transient dockage and shall pay the City the then applicable daily rate of transient moorage for each day the Boat continues to be moored at the Slip.

20. Emergencies, Hurricanes Or Other Acts Of God: The City expects AREI to have made suitable arrangements for safe, sheltered anchorage during tropical storms or hurricanes, and AREI warrants such arrangement have or will be made. AREI may not assume that the Marina will be safe, sheltered anchorage during tropical storms or hurricanes. In the event of an impending tropical storm or hurricane or other emergency, the City, in its sole discretion, is authorized to do whatever the City deems appropriate and reserves the right to move or evacuate unattended Boats at the AREI's risk and expense. UNDERTAKING TO MOVE OR EVACUATE BOATS SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY AND CARE OF BOAT BY THE CITY, NOR SHALL THE CITY BE DEEMED A BAILEE OF AREI.

21. Cumulative Remedies – No Waiver: The City's rights and remedies hereunder are cumulative in nature, and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any other subsequent breach, and the acceptance of any performance hereunder, or the payment of any amounts after the same have become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.

22. Assumption Of Risk -Disclaimer Of Liability – Indemnity: The dock lockers, Slips, Kiosk, Lease Area and the Marina are to be used at the sole risk of AREI, and AREI hereby assumes such risk. The City assumes no responsibility for and shall not be liable for the care, protection and security of the Boats. AREI, for itself, for the Boat and for AREI's Agents (as defined in Section 24) hereby releases the City from any and all liability for loss, death, damage or injury (collectively "injury") to any person or property arising out of or in connection with the condition or use of the Boats or the condition or use of the City or its services (including forklift, travel lift, unloading or loading of trailers and other services) whether such injury is caused by or through the acts or omissions of the City or by any other cause whatsoever, including the City's negligence, except the City's gross negligence or willful misconduct. AREI shall indemnify and hold harmless the City from any claims, suits, actions, damages, liability or expense (including attorneys' fees) in connection with any injury (unless due to the willful misconduct or gross negligence of City) or arising from AREI's breach of this Agreement. Marina is not to be considered under this Agreement as an insurer of AREI's property and AREI should secure such insurance as AREI desires, AREI is advised to remove all items not permanently attached to the Boats while each Boat is in the Marina. Under no circumstances shall the City be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence) with respect to AREI's use of the Marina. AREI and AREI's insurers agree to waive any right to petition for exoneration from or limitation of liability under

the laws of the United States in the event the Boats are involved in any casualty resulting in personal injury, death or property damage while stored at the Marina or in connection with this Agreement. In consideration of the monetary Lease Payment set forth in this Agreement, Owner agrees that the City shall not carry any insurance for the protection of Owner or Boats.

23. AREI's Responsibility for Damage and the Environment: AREI shall be responsible for and shall promptly, upon demand, pay the City for any damage caused to the Marina by AREI, the Boats or AREI's Agents. AREI shall, in and around the Marina, comply with all laws, rules and regulations concerning the protection of the environment and pay the City for any damage, expense or liability incurred by the City due to AREI's or AREI's Agent's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by AREI. AREI shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the water or land of the Marina. The costs for which AREI and Boat may be responsible include, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Marina personnel and any legal fees incurred in defense of any violations. AREI shall be responsible for immediately reporting and cleaning up any such release. AREI shall report any release immediately to the Marina manager and shall keep Marina informed on a daily basis of AREI's actions with respect to any clean up. If Marina is not satisfied, in Marina's sole discretion, with AREI's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate regarding the release, at AREI's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in this Agreement.

24. Conduct: The conduct at the Marina of any of AREI's employees, licensees, agents or guests (herein individually referred to as "AREI's Agent") shall be the sole responsibility of AREI. Conduct by AREI or AREI's Agent that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of the City (including use of drugs or becoming intoxicated by alcohol) shall, at the option of the City, be cause for immediate termination of this Agreement by the City.

25. Security Service: AREI acknowledges that the security service provided by the City is a courtesy only and that, while the City will use its best efforts to provide adequate surveillance, the City bears no liability or responsibility in the event that AREI's or the Boats' security is breached.

26. Parking: AREI is in no way guaranteed parking spaces at the Marina or anywhere else on City property. Parking is available on a first come, first serve basis only

27. Joint and Several Liability: The obligations of AREI and each person executing this Agreement as AREI, are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this Agreement shall be fully binding upon each of them.

28. Attorney's Fees: If either party defaults under this Agreement, the other party shall be entitled to recover any costs incurred, including attorney's fees in enforcing or protecting its rights, whether or not suit is filed.

29. Choice of Law: This Agreement shall be governed by the laws of Florida

30. Lien on Boat: The City shall have a lien against each Boat for amount owed under this Agreement and for any damage caused or contributed to by each Boat or AREI to any property of the City. If the City enforces its lien, AREI agrees to pay all legal fees and costs incurred by the City in such enforcement.

31. Environmental Awareness Contract: AREI shall abide by the terms of the Environmental Awareness Contract.

32. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties to this Agreement that the remainder of this Agreement shall not be affected by any such provision.

33. Entire Agreement. This Agreement contains the entire agreement between the Leasee and the City with regard to the matters set forth herein, and other prior or contemporaneous agreements and understandings, whether oral or written, express or implied, are hereby superseded and of no further force or effect. No amendments shall be made to this Agreement unless it is in writing and signed by both parties to this Agreement.

34. Notices. All notices to be provided hereunder shall be delivered to the City at their address stated above or to the Leasee addressed to Kevin P. McCarthy, Amelia River Excursions, Inc., 1 N. Front Street, Fernandina Beach, FL 32034 either by certified mail, return receipt requested, in which case such notice shall be deemed given on the third business day after deposit in the U.S. Mail, or by hand delivery, in which case such notice shall be deemed given upon delivery to the above-specified address.

35. Force Majeure. Either party shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An “act of God” or “force majeure” is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonable within the control of either party and which by the exercise of due diligence, the non-performing party is unable in whole or in party to prevent or overcome. All time periods will be extended (not to exceed thirty (30) days) for the period that the force majeure or act of God is in place. In the event that such “act of God” or “force majeure” event continues beyond the thirty (30) days, either party may cancel the Agreement by delivering written notice to the other party.

36. Breach Other Than Non-Payment. If either AREI or the City fails to perform or breaches any agreement of the lease other than the agreement of AREI to pay rent to City, and the failure or breach continues for thirty (30) days after a written notice specifying the performance required has been given to the party in breach or failing to perform, the party giving notice may terminate the lease.

37. Termination for Non-Payment. If any rent due under this Agreement is not paid within fifteen (15) days of the date due, the City may assess additional finance charges of 18% per annum. If AREI continues to remain delinquent for a period of ninety (90) days, the City shall have the option to terminate this Agreement, resume possession of the Slip and kiosk/ticket booth area, and recover immediately from AREI the balance of the rent due as specified in this

Agreement.

38. Option to Terminate/Liquidated Damages. If AREI wishes to terminate this Agreement before the ending date of the Agreement, AREI will provide the City at least thirty (30) days prior written notice. The City will charge AREI $5,600.00 as a termination fee. AREI will owe rent for the month prior to termination, any unpaid back rent and other damages as allowed by law. The City will not seek rent beyond the month of termination.

39. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, in consideration for the use of the Property and Slips, the parties have executed this instrument on the date first above written.

WITNESSES:

"LEASEE"
AMELIA RIVER EXCURSIONS, INC.
a Florida corporation

____
Signature of Witness
Printed Name:___________________

By:___________________________________
Kevin McCarthy, President

____
Signature of Witness
Printed Name:___________________

WITNESSES:

"CITY"

FERNANDINA BEACH, FLORIDA
a municipal corporation

____
Signature of Witness
Printed Name:___________________

By:___________________________________
Dale L. Martin, City Manager

____
Signature of Witness
Printed Name:___________________

APPROVED AS TO FORM AND LEGALITY:

By:___________________________________
Tammi E. Bach, City Attorney

ATTEST:

By:___________________________________
Caroline Best, City Clerk

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2018-178
Lease Agreement - Florida Inland Navigation District

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Adopt Resolution 2018-178

SYNOPSIS: This request is for approval for the City of Fernandina Beach to utilize a parcel of Florida Inland Navigation District -owned land for the handling and dewatering of dredged material.

FISCAL IMPACT: Approval of this agreement will cost the City $100.00 per month plus $0.10 per cubic yard of material.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-178.

Katie Newton, Legal Assistant	11/16/2018
Tammi E. Bach, City Attorney	11/16/2018
Dale Martin, City Manager	11/16/2018
Pauline Testagrose, Comptroller	11/21/2018

Date: November 16, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-178

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN FLORIDA INLAND NAVIGATION DISTRICT AND THE CITY OF FERNANDINA BEACH; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Inland Navigation District (FIND) owns a parcel of land located in Nassau County, Florida, intended for use as a dredged material management area for the long-term maintenance of the Atlantic Intracoastal Waterway; and

WHEREAS, the City of Fernandina Beach is undertaking the dredging of the City Marina located at 3 S. Front Street; and

WHEREAS, the City has requested that FIND make the parcel available for handling and dewatering of dredged material generated by the project; and

WHEREAS, FIND is of the opinion such use by the City is in the public interest; and

WHEREAS, the parties have agreed to the rates and terms for lease.

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

SECTION 1. The City Commission hereby approves the lease agreement with Florida Inland Navigation District, attached hereto as Exhibit "1".

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

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

ADOPTED this 4th day of December, 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

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") dated as of this 14th day of December, 2018, by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as Landlord, and the CITY OF FERNANDINA BEACH, FLORIDA., a Florida municipal corporation, hereinafter referred to as Tenant.

RECITALS

A. Landlord is the owner of a parcel of land located in Nassau County, Florida intended for use as a dredged material management area for the long-term maintenance of the Atlantic Intracoastal Waterway, said parcel being designated in the Landlord's Long-Range Dredge Material Management Plan as Dredged Material Management Area (DMMA) NA-1 (the "Premises").

B. Tenant is undertaking the dredging of the City Marina located at 3 S. Front Street Fernandina Beach, FL 32034 (the "Project").

C. Tenant has requested Landlord to make the Premises available to Tenant for the handling and dewatering of dredged material generated by the Project.

D. DISTRICT is of the opinion that such use by the LESSEE pursuant to the provisions of this agreement is in the public interest.

E. Landlord is willing to make the Premises available to Tenant for the Project upon the terms and conditions of this Lease.

WITNESSESTH

THEREFORE, in consideration of Ten Dollars ($10.00), the promises and mutual covenants and agreements contained herein, and other valuable consideration, the sufficiency of which is mutually acknowledged, Landlord and Tenant hereby agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true, correct and incorporated herein by reference.

2. PREMISES/TERM/LICENSE

a. Landlord hereby leases to Tenant that property located in Nassau County, Florida and known as DMMA NA-1, as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Premises"), for a term commencing December 14, 2018, and terminating March 30, 2019 (the "Term").

b. Landlord hereby grants to Tenant a non-exclusive license ("License") to enter upon the Premises for the purpose of removing the dredged materials deposited by Tenant pursuant to this Lease ("Tenant's Dredged Material"). The License shall commence at the end of the Term and shall expire at the earlier of the completion of the removal of Tenant's Dredged Material to Landlord's satisfaction or August 31, 2019.

3. PAYMENT OF RENT

a. Tenant hereby covenants and agrees to pay to Landlord as rent for the term of this Lease a base rent in the amount of One Hundred and No/100 Dollars ($100.00) per month plus $0.10 per cubic yard placed on the Premises ("Rent"), together with applicable sales taxes thereon. Base Rent is due and payable monthly in advance on the first day of each calendar month. If the Term commences on other than the first day of a calendar month, the Rent for that month shall be prorated based on the actual number of days in that month and paid on the first day of the Term

b. Tenant shall make any and all payments due hereunder to Landlord at that address set forth as follows unless otherwise notified by Landlord in writing:

FLORIDA INLAND NAVIGATION DISTRICT
ATTN: EXECUTIVE DIRECTOR
1314 MARCINSKI ROAD
JUPITER, FLORIDA 33477-9427

c. Tenant agrees to pay any and all charges and deposits for utilities serving the Premises in addition to said Rent.

d. In addition to the Rent, Tenant agrees to reimburse Landlord for the cost of Professional Construction Observation Services performed by Taylor Engineering, Inc. as described in Exabit "B" in the fixed amount of $19,751.16. Payment is due and payable on the first day of the Term.

e. Tenant shall pay such other charges without demand and without setoff all sums of money or charges as required to be paid by Tenant under this Lease. If such amounts or charges are not paid at the time provided in this Lease, they shall be collectible as additional charges with the next installment of rent due hereunder and shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum or such lesser rate as shall be the maximum permitted by law.

4. COVENANTS OF LANDLORD

Landlord covenants that said Tenant, on paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said Premises for the term aforesaid, PROVIDED ALWAYS, that this Lease is conditioned upon the prompt payment of rent in the manner and at the time stated herein and that there shall be no breach by Tenant of any of the other covenants or agreements of this Lease on Tenant's part to be performed. In any or either of such events, Landlord may immediately, or at any time thereafter and without demand or notice, enter into and upon the Premises and repossess the same without becoming a trespasser, without prejudice to Landlord's legal rights to recover rent.

5. INTENTIONALLY DELETED

6. USE OF PREMISES/CONDUCT OF BUSINESS

a. Tenant shall continuously occupy and use the Premises solely for the dewatering and temporary storage of dredged materials generated by the Project (hereinafter called the "Permitted Use"). Tenant shall not use the Premises for any other uses without Landlord’s prior written consent.

b. Tenant shall, at Tenant's expense, comply with all laws, ordinances and regulations of the United States, State of Florida, and the County of Palm Beach, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises, and shall not make any use of the Premises which shall unreasonably disturb Landlord's neighbors or otherwise become a nuisance.

7. TENANT'S FIXTURES AND ALTERATIONS

a. Tenant agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to the Premises without first obtaining the written consent of Landlord, which shall not be unreasonably withheld or delayed. All alterations, improvements and additions made by Tenant and all chattels affixed by Tenant to the Premises shall be removed from the Premises at the expiration or earlier termination of this Lease, except as otherwise provided herein.

b. In addition to the above, Tenant shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at Tenant's expense.

8. ASSIGNMENT AND SUBLETTING

a. Tenant shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Lease or any interest of Tenant herein, in whole or in part, nor sublet the whole or any part of the Premises, nor permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each and every instance, which shall not be unreasonably and arbitrarily withheld. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Lease or any interest of Tenant herein be assigned or if the whole or any part of the Premises be sublet or used or occupied by others after having obtained Landlord's prior written consent thereto, Tenant shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant and Tenant shall not be released therefrom in any manner.

b. Should Tenant, in violation of the provisions of this Paragraph, assign this Lease, or sublet the Premises or any portion thereof without obtaining Landlord's prior written consent, then such assignment or sublease shall be null and void and of no force and effect. Such act on the part of Tenant shall be deemed a default of Tenant entitling Landlord to exercise any of the rights and remedies therefor as set forth in Paragraph 17 hereof.

c. In the event Tenant assigns or sublets the Premises pursuant to this Paragraph 8 of this Lease Agreement, any rent collected by Tenant as sublessor or assignor which exceeds the amount of rent due from Tenant to Landlord hereunder shall be due and payable to Landlord.

9. <u>LIENS</u>

a. <u>Mechanics' or Materialmen's Liens</u>: Tenant shall not cause any liens of mechanics, laborers or materialmen to stand against the Premises for any labor or material furnished or claimed to have been furnished to Tenant in connection with any work of any character performed or claimed to have been performed on the Premises, by or at the direction of Tenant.

If the Premises or any part thereof or Tenant's leasehold interest therein becomes subject to any suppliers, vendors, mechanics, laborers, materialmen's or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the Landlord, Tenant shall promptly notify Landlord of the filing or the threatened filing of any such lien, shall promptly cause the lien to be satisfied or transferred to other security.

b. <u>Landlord's Liability for Tenant's Liens</u>: It is hereby agreed by the parties hereto that Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant or to anyone holding the Premises, or any part thereof, through or under Tenant, and that no liens for any labor or material shall attach to or affect the interest of Landlord in and to the Premises. All contracts for construction or repair shall contain the above cautionary language and shall require all subcontractors, materialmen and laborers to be so advised. Tenant shall also advise any of its contractors that the Premises are owned by the Florida Inland Navigation District, a political subdivision of the State of Florida and, as such, neither Landlord nor the Premises are subject to construction liens. Failure of Tenant to so notify and advise such contractor(s) in writing prior to the commencement of any work to be performed shall constitute a default hereunder and entitle Landlord to those rights and remedies set forth in Paragraph 17 hereof.

10. NON-LIABILITY OF LANDLORD/WAIVER/INDEMNIFICATION

a. As a consideration for the making of this Lease and in light of the fact that Tenant has had the opportunity to make such inspections and tests as Tenant, in Tenants' judgment, has deemed necessary, Tenant accepts the Premises in its "As-Is Condition" and Landlord shall not be liable for any condition, latent or patent, existing in, on or under the Premises, nor for injury or damage which may be sustained to person or property of Tenant or any other person caused by or resulting from water, rain, groundwater, soil, sand, silt or any other material which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defect of the dikes, pipes, weirs, or other fixtures, from noise, vibration, smoke or odors emanating from the Premises, or from any other source or cause whatsoever, whether the same damage or injury shall be caused by or be due to the negligence of Landlord, nor the interference with light or incorporeal hereditaments, specifically excluding from such indemnification such damage or injury which results from the gross negligence of Landlord, nor shall Landlord be liable for any defect in the Premises, latent or otherwise, except as provided by law.

b. Tenant, to the extent permitted by law under Section 768.28, shall indemnify, defend and save Landlord harmless from and against any and all claims, actions, damages, liability and expense (including disbursements) in connection with the loss of life, personal injury, damage to property or business, natural resource damage, fines and penalties arising from, related to, or in connection with the occupancy or use by Tenant of the Premises or occasioned wholly or in part by any act or omission of Tenant, its contractors, subcontractors, subtenants, licensees, or concessionaires, or its or their respective agents, servants or employees.

c. Tenant shall include in any construction contract for work upon or involving the Premises that the contractor shall indemnify and hold harmless the Tenant and Landlord, their 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 and persons employed or utilized by the contractor in the performance of the construction contract.

d. Tenant shall be responsible for the payment of any fines or administrative penalties assessed and any remedial or mitigation actions required due to or arising out of any violation or alleged violation by Tenant or Tenant's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida, and the County of Nassau, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises.

e. The provisions of this Section 10 shall survive the termination of this Lease.

11. INSURANCE

a. Tenant will keep in force, with companies and in a form acceptable to Landlord, at Tenant's expense, during the term of this Lease and any extension or renewal thereof, during the term of the License, and during such other time as Tenant occupies the Premises or any part thereof, commercial general liability insurance with respect to the Premises with a minimum Five Million Dollars ($5,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.

b. Tenant will further deposit a certificate (s) of insurance for all policies of insurance required by the provisions of this Paragraph 11 together with satisfactory evidence of the payment of the required premium or premiums therefor with Landlord at or prior to the commencement date, and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage. At Landlord's option, Tenant shall deliver copies of insurance policies and all endorsements thereto, together with a certificate that such copies are true and complete.

c. All policies of insurance required to be carried by Tenant by Paragraph 11 (a) hereof shall provide that the policy shall not be subject to cancellation, termination or change except after thirty (30) days prior written notice to Landlord and shall name Landlord as an Additional Insured.

d. All such policies required hereunder shall be obtained from companies licensed, organized and authorized to do business in the State of Florida.

e. The Tenant's insurance shall be primary insurance as respects the Landlord, its Commissioners, officers, employees and agents, and any insurance or self-insurance maintained by the Landlord, its Commissioners, officers, employees and agents shall be excess of the Tenant's insurance and shall not contribute to it.

f. The policies shall contain a waiver of subrogation against the Landlord, its Commissioners, officers, employees and agents for any claims arising out of the work of the Tenant

g. The policy may provide coverage which contains deductible or self-insured retentions of not more than $50,000.00 as to Tenant and no deductible or self-insured retention as to any additional insured without prior approval of the Landlord. The Tenant shall be solely responsible for deductible and/or self-insured retention.

h. Each policy shall include ISO Form CG 04 29 – Pollution Exclusion – Limited Exception For A Short-Term Pollution Event endorsement covering dredged materials or its equivalent acceptable to the Landlord. In lieu of ISO Form CG 04 29, a Contractors Pollution Liability (CPL) policy issued on a non-admitted basis on a form acceptable to the Landlord in the Landlord's sole discretion may be provided.

i. Liability insurance carriers must have a Best's "Financial Strength Rating" of at least "A-" and a "Financial Size Category" of a minimum of "VII" and must be admitted in the State of Florida.

j. If used to satisfy the minimum coverage, Umbrella Liability or Excess Liability insurance must be maintained with coverage at least as broad as the underlying policies. This insurance shall be in addition to and in excess of any other insurance coverages required hereunder. The applicable policies of insurance shall indicate which policies the Umbrella Liability or Excess Liability includes as underlying and a deductible or self-insured retention of not more than $50,000.00 as to Tenant (unless approved in writing by the Landlord) and no deductible or self-insured retention as to any additional insured.

k. Tenant may substitute a general liability policy issued to Tenant's contractor provided that such policy names both Tenant and Landlord as "additional insureds" and otherwise meets the requirements of this Section 11.

12. <u>REPAIRS AND MAINTENANCE OF PREMISES</u>

a. Tenant shall at all times at its sole cost and expense keep and maintain the Premises, including, without limitation, the landscape buffer, perimeter fence and gate, dike and weir in good order, condition and repair and shall not commit or suffer any waste on the Premises.

b. Tenant will repair promptly at its own expense any damage to the Premises caused by bringing into the Premises any property or equipment for Tenant's use, or by the installation or removal of such property or equipment, regardless of fault or by whom such damage shall be caused.

c. Tenant, at Tenant's sole cost, shall completely remove Tenant's Dredged Materials from the Premises and properly dispose or reuse the same not later than August 31, 2019.

d. In the event Tenant defaults in the performance of any of its obligations under this Paragraph 12, Landlord, in addition to Landlord's other remedies under this Lease, at law or in equity, may, but shall not be obligated to, cure such default on behalf of Tenant and Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred curing such default.

e. The provisions of this Paragraph 12 shall survive the termination of this Lease Agreement.

13. INTENTIONALLY DELETED

14. TENANT'S RESPONSIBILITES

The following plans will guide the development, use and management of the Premises. These plans, if not already developed, will be developed in accordance with the schedule and methodology stipulated below. TENANT shall seek and receive written approval from DISTRICT prior to deviating from these approved plans and shall advise DISTRICT in writing upon discovery that it has deviated from any of the criteria or standards of these approved plans:

A. **DREDGED MATERIAL PLACEMENT AND REMOVAL PLAN:** TENANT shall submit a dredged material removal plan ("Plan") to the DISTRICT for its approval prior to removing any dredged material from the Premises. This plan will describe the means and methods of using and offloading the site and how these relate to ongoing operations and geotechnical stability of the Facility; and, the timeline for the commencement and completion of the removal of dredged material from the Premises. The Plan shall insure, among other things, that the integrity of the dikes, weirs, wick drains, storm water management system, monitoring wells, access roads, fences, gates, pipeline corridor, and all other facilities pertinent to the DISTRICT site are not compromised. To address some, but not necessarily all, of the requirements for the dredged material removal, TENANT shall provide, at a minimum, those submittals described below.

i. **Laboratory Analysis:** TENANT shall submit laboratory results for sediment chemistry testing of the dredged material to be placed within the site. Sampling and testing shall be performed by a recognized and qualified party satisfactory to the DISTRICT, demonstrating that no metals, petroleum products, pesticides, and polychlorinated biphenols (PCBs) (commonly measured with chlorinated pesticides) or other contaminants are present in the dredged material. Testing shall conclude whether the sediment to be removed meets Florida Residential Cleanup Target Levels ("RCTL") and/or Florida Industrial Cleanup Target Levels ("ICTL") as appropriate to the intended disposal site(s). If the material does not meet the RCTL but meets the ICTL, then the TENANT shall certify to the DISTRICT that the material shall only be used for commercial, industrial and/or road base sites. The TENANT and any sub-contractor(s) shall comply with the Plan at all times. In the event that the material does not meet the ICTL, then either party may terminate this Agreement. A minimum of two (2) composite samples from the in situ dredged material will be sufficient to characterize the sediment chemistry as described above.

ii. **Survey**: TENANT shall provide a signed and sealed pre- and post-construction topographic survey of the Facility that depicts the conditions of the site overlain on the DMMA NA-1 As-Built (in plan and cross-section view) and that provides a detailed comparison of pre-removal and post-removal topographic survey conditions. Survey will include access ramps, access roads, placement and elevation of internal and external berms, surface drainage, seepage drainage, and erosion control features, etc. This submittal will include AutoCAD files of the site plan with detailed 3-D terrain model to demonstrate the quantity of dredged material placed and subsequently removed from the site.

B. SITE RESTORATION PLAN: TENANT shall submit a site restoration plan to DISTRICT for its approval prior to removing any dredged material from the Premises. This plan will demonstrate an understanding of the following site-specific conditions and criteria:

i. Dredged Material Management Area (DMMA) NA-1 was designed with a stabilized permanent access ramp that enters the site from the south-western corner and terminates inside the basin at the north-western corner. Under current conditions, some of the interior portion of the access ramp may be buried under fine sand. TENANT shall pay strict attention to the location and grade of this ramp, which is stabilized with road base rock, so as not to excavate into the ramp.

ii. The DMMA NA-1 dikes/ramps are constructed with a 3:1/20:1 slope, contain complex and expensive instrumentation and drainage features and required two years to properly settle before being used. At no time shall the TENANT excavate into the existing slopes, benches, or access ramps. TENANT shall install survey stakes approximately 75 ft from the centerline of the dike crest and shall not excavate within 75 ft of the dike crest unless DISTRICT representatives are on site to observe. Preferably, TENANT will utilize GPS enabled excavation equipment to ensure that operators know precisely where the "as-built" berms and benches are located. In the event that TENANT excavates into the pre-existing berm, material shall be replaced, recompacted, and tested to ensure that density and compaction specifications are met. These dikes could be very expensive to repair or replace if damaged.

iii. The Tenant must ensure the perimeter ditch is not blocked with fill material. Tenant shall also ensure that the perimeter ditch does not overflow onto neighboring property.

a. In the event that the perimeter ditch water levels rise to within 6" of the ditch top of bank the Tenant will be required to continuously pump water from the perimeter ditch back into the DMMA (or other engineer approved solution) to avoid overflowing the ditch.

iv. The Tenant will be permitted to dewater the DMMA with their own mechanical pump.

v. TENANT shall grade and/or fill the top and interior surfaces of the impoundment dike and the floor of the impoundment area to their original constructed configuration, in accordance with as-built plans provided by the DISTRICT. Any temporary access ramps shall be removed. Any permanent roads/ramps used by TENANT shall be restored with road base or shell rock to their original configuration. Following such grading and filling, TENANT shall re-stabilize the interior side slopes of the impoundment that are exposed by the spoil material removal with sod or grass seed. TENANT shall be responsible for repairing any erosion or washouts until the sod or grass is established.

vi. Once the sediment removal is completed, the remaining interior basin will be re-graded so that drainage freely flows toward the weirs. A trench or ditch around the interior of the site will not be approved as an alternative to the interior grading described above.

vii. TENANT shall be required to restore any potentially permanent impacts to the salt marsh within the pipeline ingress and egress corridor. Permanent impacts are defined as any significant ruts, holes, washouts, tracks, or damaged vegetation. TENANT will be required to replant any permanently damaged salt marsh vegetation.

15. HAZARDOUS MATERIALS:

Tenant agrees that, during the term of this Lease, it:

a. Shall keep or cause the Premises to be kept free of hazardous wastes or substances.

b. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant, or Tenant's assignees, employees, agents or contractors, a release of hazardous wastes or substances onto the Premises.

c. Shall comply with and ensure compliance by its assignees, employees, agents or contractors and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.

d. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this Lease, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the

Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.

e. Shall immediately provide Landlord with notice of any release or threatened release of hazardous waste on or about the Premises, and shall immediately provide Landlord with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste on or about the Premises.

f. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within the Premises, to the extent caused by or arising from Tenant's use of the Premises.

16. EVENTS OF DEFAULT

The following shall constitute Events of Default:

a. If Tenant defaults in the payment of any sum of money due hereunder and such default shall continue for three (3) days after the date of notice from Landlord to Tenant.

b. If Tenant defaults in fulfilling any of the other covenants of this Lease on Tenant's part to be performed hereunder and such default shall continue for the period of fifteen (15) days after notice from Landlord to Tenant specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said fifteen (15) day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such fifteen (15) day period and shall not thereafter diligently proceed therewith to completion.

c. If any execution or attachment shall be issued against Tenant or any of Tenant's property and shall not be discharged or vacated within seven (7) days after the issuance thereof.

d. The vacation of the Premises by Tenant prior to the end of the Initial Term or Renewal Term.

e. The failure to fully remove from the Premises within the time periods specified herein all dredged material deposited on the Premises by Tenant.

In the Event of Default, Landlord shall provide Tenant with such written notice thereof as shall be required under Florida law.

17. REMEDIES IN EVENT OF DEFAULT

a. In the event of a default hereunder and such default shall continue after the giving of written notice thereof to Tenant, Landlord may at Landlord's option:

i. terminate the Lease and retake possession of the Premises for its own account,

ii. stand by and do nothing, holding the Tenant liable for the Rent due as it matures, including any accelerated Rent,

iii. retake possession of the Premises for the account of the Tenant, holding the Tenant liable for the difference between the Rent stipulated to be paid under the Lease and what, in good faith, the Landlord is able to recover from a reletting, or

iv. avail itself of any other option or remedy available under Florida law;

and, in any event Tenant, shall give up the Premises to Landlord.

b. If the notice provided herein shall have been given and this Lease shall be terminated; or if the Premises become vacant or deserted; then, in addition to all other remedies of Landlord, Landlord may without notice re-enter the Premises either by force or otherwise and, by summary proceedings or otherwise, dispossess Tenant and/or the legal representative of Tenant or other occupant of the Premises, and remove effects and repossess and enjoy the Premises, together with all alterations, additions and improvements, all without being liable to prosecution or damages therefor.

c. If Tenant defaults in the performance of any of the terms and conditions of this Lease and Landlord employs the services of an attorney to enforce performance of Tenant hereunder, Tenant shall pay a reasonable attorney's fee as well as all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord.

18. <u>SURRENDER OF POSSESSION/HOLDING OVER</u>

a. At the end of the tenure of this Lease, Tenant shall quit and deliver up the Premises to Landlord in as good a condition as they are now, excepting reasonable wear and tear.

b. Should Tenant hold over in possession of the Premises after the expiration of the Initial Term or, if applicable, the Renewal Term hereof, without the execution of a new lease or extension or renewal agreement, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises from month to month, subject to being terminated by either party upon at least fifteen (15) days written notice, at the rent in effect during the last month of the term or any extension or renewal thereof and otherwise subject to all of the other terms and conditions of the Lease on a monthly basis.

c. Should Tenant refuse to give up possession of the Premises after the expiration of the term hereof and after demand to do so by Landlord, Landlord may demand double the monthly rent. In addition, Tenant shall be liable for all court costs, attorney's fees and other costs related to removing Tenant from the Premises.

19. ACCESS BY LANDLORD

Landlord may, during the term of this Lease at reasonable times, enter to inspect the Premises upon reasonable advance oral notice to Tenant, except that no notice shall be required in emergency situations. Landlord also reserves the right to enter the Premises at any time to make such repairs, additions or alterations as it may deem necessary for the safety, improvement, or preservation thereof, upon reasonable advance oral notice to Tenant, except that no notice shall be required in emergency situations, but Landlord assumes no obligation to do so, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord shall in no event be liable for any inconvenience, disturbance, loss of business or the damage to Tenant by reason of the performance by Landlord of any work in, upon or under the Premises.

20. PAYMENT OF TAXES AND ASSESSMENTS

Tenant shall assume full responsibility for and shall pay all liabilities that accrue to the Premises and/or to the improvements thereon, including any and all ad-valorem taxes and drainage and special assessments or taxes of every kind and all construction liens which may be hereafter lawfully assessed and levied against the Premises, resulting from Tenant’s use of the Lease Premises for the purposes provided for herein.

21. EXECUTION OF ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of Landlord, Tenant, within ten (10) days of the date of such written request, agrees to execute and deliver to Landlord, without charge and in a form satisfactory to Landlord, a written statement: (a) ratifying this Lease; (b) confirming the commencement and expiration dates of the term of this Lease; (c) certifying that Tenant is in possession of the Premises, and that this Lease is in full force and effect and has not been modified, assigned, supplemented or amended, except by such writings as shall be stated; (d) certifying that all conditions and agreements under this Lease to be satisfied or performed by Landlord have been satisfied and performed, except as shall be stated; (e) certifying that Landlord is not in default under this Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating the defaults and/or defenses claimed by Tenant; and (f) such other information as Landlord or mortgagee shall require.

22. PERFORMANCE BOND

Prior to the placement of dredged material on the Premises, Tenant shall deliver to Landlord a surety bond issued by a surety reasonably satisfactory to Landlord in the principal amount of Two Million and No/100 Dollars ($2,000,000.00), conditioned on Tenant's complete removal from the Premises of all dredged materials placed thereupon by Tenant during the term of this Lease not later than August 31, 2019.

23. EMINENT DOMAIN

a. If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

b. If any part of the Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Premises unsuitable for the business of Tenant, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of rent.

c. In the event of any condemnation or taking as aforesaid, whether whole or partial, Tenant shall not be entitled to any part of the award paid for such condemnation, Landlord is to receive the full amount of such award, and Tenant hereby expressly waives any right or claim to any part thereof.

d. Although all damages in the event of any condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's operations by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's fixtures, leasehold improvements and equipment.

24. ATTORNEYS' FEES

In the event this Agreement shall be the subject of litigation between the parties hereto for any reason whatsoever, the prevailing party in such litigation shall recover from the other party the costs of such action, including, but not limited to, reasonable attorneys' fees incurred in any and all mediation, arbitration, trial, appellate, post-judgment, bankruptcy and administrative proceedings.

25. Notices

Each notice, correspondence, document or other communication (collectively, "Notice") required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery (including delivery by services such as Federal Express) or by depositing it with the United States Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party as follows:

If to Tenant:	City of Fernandina Beach 204 Ash Street Fernandina Beach, FL 32034 Attn: City Manager
With copy to:	____________________ ____________________ ____________________
If to Landlord:	Florida Inland Navigation District 1314 Marcinski Road Jupiter, Florida 33477 Attention: Executive Director
With a copy to:	Peter L. Breton, Esq. Breton, Lynch, Eubanks et al. 605 North Olive Avenue, 2nd Floor West Palm Beach, FL 33401

Except as provided herein to the contrary, Notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the third mail delivery day after the day of mailing as provided above, and the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt so deemed. In addition, the inability of the United States Postal Service to deliver because of a change of address of the party of which no Notice was given to the other party shall be deemed to be the receipt of the Notice sent.

Changes of address and persons to whom Notice shall be addressed shall be made by Notice hereunder.

26. MISCELLANEOUS

a. Tenant has inspected the Premises and is familiar with its present condition and takes said Premises in "As-Is" condition.

b. The failure of Landlord or Tenant to take any action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease.

c. No act or agreement to accept surrender of the Premises from Tenant shall be valid unless in writing signed by the parties hereto.

d. This Lease fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Lease shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated unless in writing and signed by the parties hereto.

e. **THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR TENANT'S USE AND OCCUPANCY OF THE PREMISES.**

f. Tenant hereby acknowledges Tenant's responsibility to insure Tenant's property maintained within or upon the said Premises at Tenant's expense.

g. Tenant shall not change or install additional locks on any gates without Landlord's express written consent. In the event Tenant changes or installs additional locks, Tenant shall provide Landlord with duplicate keys therefor at Tenant's expense.

h. If any term or condition of this Lease shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Lease shall not be affected thereby, and this Lease shall be valid and enforceable to the fullest extent permitted by law.

i. Receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant, or of any default by Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease.

j. This Lease shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that Landlord may file a memorandum of this Lease.

k. This Lease shall be construed under the laws of the State of Florida.

l. The Section headings of this Lease are for convenience only and are not to be considered in construing the same.

m. This Lease may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.

n. Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Lease; (b) it has all necessary power and authority to enter into this Lease and to perform the agreements contained in this Lease; and (c) the person signing this Lease on behalf of such party is authorized to execute and deliver this Lease on behalf of such party.

o. The parties participated in the drafting of this Lease and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Lease and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.

p. **RADON GAS**

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

[**THE REMAINDER OF THIS PAGE IS BLANK]**

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

AS TO LANDLORD:

FLORIDA INLAND NAVIGATION DISTRICT

BY: ________________________________
Don Donaldson, Chair

DATED: ___________________________

Approved as to form and legal sufficiency:

____
Peter L. Breton, Esq., General Counsel

AS TO TENANT:

CITY OF FERNANDINA BEACH, FLORIDA,
a Florida municipal corporation

By:____________________________
John A. Miller, Mayor

DATED: _______________________

Approved as to form and legal sufficiency:

____
Tammi E. Bach, City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION OF PREMISES [DMMA NA-1]

EXHIBIT “B”

TAYLOR ENGINEERING, INC. PROFESSIONAL CONSTRUCTION OBSERVATION SERVICES

November 12, 2018

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

RE: Professional Construction Observation Services
DMMA NA-1 Use and Offloading; Nassau County, Florida

Mr. Crosley:

Taylor Engineering is pleased to submit the enclosed scope of work (Attachment A) and cost proposal (Attachment B) to provide professional construction observation services for the Dredged Material Management Area (DMMA) NA-1 offloading project. With all construction activities performed by Brance Diversified through their contract with the City of Fernandina Beach, Taylor Engineering's primary tasks include observation of the use of the site for dredged material dewatering and subsequent offloading and restoration activities. As part of this scope we will also assist with drafting of a facility rejuvenation agreement, sediment chemistry data, and review pre and post-offloading topographic survey data.

Taylor Engineering will perform these services for a fixed fee of $19,751.16.

Please contact me at (904) 731-7040 ext. 207 or jscarborough@taylorengineering.com with any questions.

Sincerely,

Jerry Scarborough, P.E.
Senior Advisor, Waterfront Engineering

Attachments (3)

PROFESSIONAL CONSTRUCTION OBSERVATION SERVICES
DREDGED MATERIAL MANAGEMENT AREA NA-1 USE AND OFFLOADING
NASSAU COUNTY, FLORIDA

ATTACHMENT A
SCOPE OF WORK

PROFESSIONAL CONSTRUCTION OBSERVATION SERVICES
DREDGED MATERIAL MANAGEMENT AREA NA-1 USE AND OFFLOADING

This scope of services describes Taylor Engineering's proposed professional construction observation services in support of the proposed dredged material management area (DMMA) NA-1 use and offloading project. Brance Diversified Incorporated (Contractor), through their contract with the City of Fernandina Beach to demolish, dredge, and reconstruct the City's marina, has requested to dewater approximately 38,000 cubic yards of fine sediment (mud) in the NA-1 DMMA. Once the dredged material is dewatered the contractor will offload all material placed and transport it to the neighboring airport for final disposal. The project will require completion of the following tasks:

1. Surveying the pre and post-offloading topography of the entire DMMA.
2. Placing dredge pipeline across approximately 1000' of salt marsh within the permitted pipeline corridor.
3. Pumping dredged material into the NA-1 basin for dewatering.
4. Monitoring water levels within the site perimeter ditch to ensure that the ditch does not overflow.
    a. In the event that the perimeter ditch water levels rise to within 6" of the ditch top of bank the contractor will be required to pump water from the perimeter ditch back into the DMMA to avoid overflowing the ditch.
5. Offloading dewatered dredged material from the basin and transporting it to the airport for final disposal.
6. Restoring the interior permanent access ramp and any other site features to their pre-project condition or better.
7. Grassing areas within the dike slopes that were re-exposed during offloading.

Taylor Engineering has developed its scope of work based on the following assumptions:

1. The dredging, offloading, and associated earthwork will require a maximum of 90 days to complete (extending from approximately December 2018 through February 2019).
2. Approximately 2 weeks will be required for a preconstruction survey and erosion control
3. Contractor plans to dredge and haul material for approximately 6-8 weeks
4. Approximately 2 weeks will be required for site restoration and post-construction surveys.
5. The Contractor will utilize the permanent access ramps for ingress and egress.
6. Offloading operations will not adversely affect the integrity of the DMMA dike structure.
7. The contractor will provide Taylor Engineering and FIND documentation of the quality of the dredged material in accordance with parameters set forth in a Facility Rejuvenation Agreement executed with FIND.
8. Taylor Engineering is not responsible for Contractor safety during the offloading project.
8. Taylor Engineering will complete its construction observation work approximately two weeks after initial grassing of any disturbed areas; our scope does not provide for continued observation of grassing establishment.
9. The Contractor will provide AutoCAD and PDF copies of its pre and post-offloading topographic surveys of sufficient detail and quality for review.

If any of these assumptions prove incorrect, Taylor Engineering will work with FIND to develop appropriate modifications to this scope of work and cost.

TASK 1 CONSTRUCTION OBSERVATION

During the offloading activities, we will provide on-site observation services via a total of up to 19 site visits with an experienced observer on site for approximately 1 – 2 hours each observation day. Our visits will include observation of the work and monitoring of the contractor's means, methods, and sequence. We will observe the contactor's activities to evaluate whether they are within general conformance with the offloading agreement between FIND and the Contractor, and with the offloading requirements prepared by Taylor Engineering (Attachment C).

As part of the observation process, we will complete a daily construction report for each site visit, which will become part of the project record. The report will include the name of the observer, weather conditions, date, personnel/visitors on site, the contractor's personnel and equipment, summary of events, and the contractor's representative and observer's signature. These reports will constitute a log of construction progress. We have included budget for up to one on-site conflict resolution meeting during the offloading project.

Construction observation will evaluate the contractor's work to:

- Maintain the permanent access ramps which are part of the DMMA design
- Preserve the integrity of the existing DMMA and other site features, including the pipeline corridor
- Work within the offloading requirements by Taylor Engineering
- Restore the site to its pre-offloading condition or better

TASK 2 PRE AND POST-OFFLOADING SURVEY REVIEW

Taylor Engineering will review the pre- and post-offloading topographic survey to provide FIND with our opinion on whether the Contractor has adequately restored the site to its pre-offloading condition.

DELIVERABLES

- Taylor Engineering, on a weekly basis, will provide FIND a PDF copy of the observations report(s) prepared that week.
- Taylor Engineering will provide a DVD containing complete construction observation records.

PROFESSIONAL CONSTRUCTION OBSERVATION SERVICES
DREDGED MATERIAL MANAGEMENT AREA NA-1 USE AND OFFLOADING

ATTACHMENT B
COST PROPOSAL

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
NA-1 DEWATERING AND OFFLOADING CA

TASK 1: Construction Observation

Labor	Hours	Cost	Task Totals
Senior Advisor	3.0	603.00	
Senior Professional	16.0	2,528.00	
Project Professional	114.0	13,680.00	
Administrative	6.0	324.00	
Total Man-Hours	139.0		
Labor Cost			17,135.00
Non-Labor	Units	Cost	
Mileage (19 trips taylor to NA-1 R/T)	1,007.0	543.78	
Fee @ 10.0%		54.38	
Total Non-Labor Cost			598.16
Total Task 1			17,733.16

TASK 2: Pre and Post-Offloading Survey Review

Labor	Hours	Cost	Task Totals
Senior Advisor	2.0	402.00	
Senior Professional	4.0	632.00	
Senior CAD Designer	8.0	984.00	
Total Man-Hours	14.0		
Labor Cost			2,018.00
Total Task 2			2,018.00

Project Total $ 19,751.16

PROFESSIONAL CONSTRUCTION OBSERVATION SERVICES
DREDGED MATERIAL MANAGEMENT AREA NA-1 USE AND OFFLOADING

ATTACHMENT C

OFFLOADING REQUIREMENTS BY TAYLOR ENGINEERING

2. CONTRACTOR'S RESPONSIBILITES

The following plans will guide the development, use and management of the Premises. These plans, if not already developed, will be developed in accordance with the schedule and methodology stipulated below. CONTRACTOR shall seek and receive written approval from DISTRICT prior to deviating from these approved plans and shall advise DISTRICT in writing upon discovery that it has deviated from any of the criteria or standards of these approved plans:

A. **DREDGED MATERIAL PLACEMENT AND REMOVAL PLAN:** CONTRACTOR shall submit a dredged material removal plan ("Plan") to the DISTRICT for its approval prior to removing any dredged material from the Premises. This plan will describe the means and methods of using and offloading the site and how these relate to ongoing operations and geotechnical stability of the Facility; and, the timeline for the commencement and completion of the removal of dredged material from the Premises. The Plan shall insure, among other things, that the integrity of the dikes, weirs, wick drains, storm water management system, monitoring wells, access roads, fences, gates, pipeline corridor, and all other facilities pertinent to the DISTRICT site are not compromised. To address some, but not necessarily all, of the requirements for the dredged material removal, CONTRACTOR shall provide, at a minimum, those submittals described below.

i. **Laboratory Analysis:** CONTRACTOR shall submit laboratory results for sediment chemistry testing of the dredged material to be placed within the site. Sampling and testing shall be performed by a recognized and qualified party satisfactory to the DISTRICT, demonstrating that no metals, petroleum products, pesticides, and polychlorinated biphenols (PCBs) (commonly measured with chlorinated pesticides) or other contaminants are present in the dredged material. Testing shall conclude whether the sediment to be removed meets Florida Residential Cleanup Target Levels ("RCTL") and/or Florida Industrial Cleanup Target Levels ("ICTL") as appropriate to the intended disposal site(s). If the material does not meet the RCTL but meets the ICTL, then the CONTRACTOR shall certify to the DISTRICT that the material shall only be used for commercial, industrial and/or road base sites. The CONTRACTOR and any sub-contractor(s) shall comply with the Plan at all times. In the event that the material does not meet the ICTL, then either party may terminate this Agreement. A minimum of two (2) composite samples from the in situ dredged material will be sufficient to characterize the sediment chemistry as described above.

ii. **Survey**: CONTRACTOR shall provide a signed and sealed pre- and post-construction topographic survey of the Facility that depicts the conditions of the site overlain on the DMMA NA-1 As-Built (in plan and cross-section view) and that provides a detailed comparison of pre-removal and post-removal topographic survey conditions. Survey will include access ramps, access roads, placement and elevation of internal and external berms, surface drainage, seepage drainage, and erosion control features, etc. This submittal will include AutoCAD files of the site plan with detailed 3-D terrain model to demonstrate the quantity of dredged material placed and subsequently removed from the site.

B. **SITE RESTORATION PLAN**: CONTRACTOR shall submit a site restoration plan to DISTRICT for its approval prior to removing any dredged material from the Premises.

This plan will demonstrate an understanding of the following site-specific conditions and criteria:

i. Dredged Material Management Area (DMMA) NA-1 was designed with a stabilized permanent access ramp that enters the site from the south-western corner and terminates inside the basin at the north-western corner. Under current conditions, some of the interior portion of the access ramp may be buried under fine sand. CONTRACTOR shall pay strict attention to the location and grade of this ramp, which is stabilized with road base rock, so as not to excavate into the ramp.

ii. The DMMA NA-1 dikes/ramps are constructed with a 3:1/20:1 slope, contain complex and expensive instrumentation and drainage features and required two years to properly settle before being used. At no time shall the CONTRACTOR excavate into the existing slopes, benches, or access ramps. CONTRACTOR shall install survey stakes approximately 75 ft from the centerline of the dike crest and shall not excavate within 75 ft of the dike crest unless DISTRICT representatives are on site to observe. Preferably, CONTRACTOR will utilize GPS enabled excavation equipment to ensure that operators know precisely where the "as-built" berms and benches are located. In the event that CONTRACTOR excavates into the pre-existing berm, material shall be replaced, recompacted, and tested to ensure that density and compaction specifications are met. These dikes could be very expensive to repair or replace if damaged.

iii. The contractor must ensure the perimeter ditch is not blocked with fill material. Contractor shall also ensure that the perimeter ditch does not overflow onto neighboring property.

  a. In the event that the perimeter ditch water levels rise to within 6" of the ditch top of bank the contractor will be required to continuously pump water from the perimeter ditch back into the DMMA (or other engineer approved solution) to avoid overflowing the ditch.

iv. The contractor will be permitted to dewater the DMMA with their own mechanical pump.

v. CONTRACTOR shall grade and/or fill the top and interior surfaces of the impoundment dike and the floor of the impoundment area to their <u>original constructed configuration</u>, in accordance with as-built plans provided by the DISTRICT. Any temporary access ramps shall be removed. Any permanent roads/ramps used by CONTRACTOR shall be restored with road base or shell rock to their original configuration. Following such grading and filling, CONTRACTOR shall re-stabilize the interior side slopes of the impoundment that are exposed by the spoil material removal with sod or grass seed. CONTRACTOR shall be responsible for repairing any erosion or washouts until the sod or grass is established.

vi. Once the sediment removal is completed, the remaining interior basin will be re-graded so that drainage freely flows toward the weirs. A trench or ditch around the interior of the site will not be approved as an alternative to the interior grading described above.

vii. CONTRACTOR shall be required to restore any potentially permanent impacts to the salt marsh within the pipeline ingress and egress corridor. Permanent impacts are defined as any significant ruts, holes, washouts, tracks, or damaged vegetation. CONTRACTOR will be required to replant any permanently damaged salt marsh vegetation.

C. **CONTRACT PERIOD:** CONTRACTOR shall complete the Project not later than one hundred twenty (120) days from the notice to proceed, unless an extension is granted by the DISTRICT.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2018-41
Master Fee Schedule Amendment - Sanitation

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-41 at Second Reading.

SYNOPSIS: With Ordinance 2018-10, the City Commission recently approved a franchise agreement with Advanced Disposal Services Stateline, LLC that includes sanitation rate changes effective January 15, 2019. Therefore, the Master Fee Schedule must be amended for the fees to coincide with the new franchise agreement.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on November 7, 2018.

FISCAL IMPACT: See above summary.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2018-41 at Second Reading.

Dale Martin, City Manager	11/20/2018
Pauline Testagrose, Comptroller	11/21/2018
Tammi E. Bach, City Attorney	11/26/2018

Date: November 14, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2018-41

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE MASTER FEE SCHEDULE AS RELATED TO SANITATION FOR THE REMAINDER OF FY 2018/2019; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fernandina Beach must establish and amend user fees by Ordinance; and

WHEREAS, the City Commission recently approved a franchise agreement with Advanced Disposal Services Stateline, LLC that sanitation rate changes effective January 15, 2019; and

WHEREAS, the Master Fee Schedule must be amended for the fees to coincide with the new franchise agreement.

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

SECTION 1. The City Commission hereby approves the amended Master Fee Schedule as related to Sanitation, attached as Exhibit “A”, for the remainder of Fiscal Year 2018/2019.

SECTION 2. 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 3. This Ordinance shall take effect January 15, 2019.

ENACTED this 4th day of December, 2018.

CITY OF FERNANDINA BEACH

____
John A. Miller
Commissioner – Mayor

ATTEST:

____
Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Tammi E. Bach
City Attorney

SANITATION:

City of Fernandina Beach							
Effective January 1, 2019							
Monthly Commercial Sanitation Rate Schedule (1)							
Service Description	1 pulls per week	2 pulls per week	3 pulls per week	4 pulls per week	5 pull per week	6 pulls per week	7 pulls per week
Toters	~~16.62~~ $16.52	~~33.24~~ $33.04	~~49.86~~ $49.56	~~66.48~~ $66.08	~~83.1~~ $82.60	~~99.72~~ $99.12	~~116.34~~ $115.64
2 Yard Dumpsters	~~48.86~~ $50.02	~~97.72~~ $100.04	~~146.58~~ $150.06	~~195.44~~ $200.08	~~244.3~~ $250.10	~~293.16~~ $300.12	~~342.02~~ $350.14
4 Yard Dumpsters	~~97.7~~ $100.02	~~195.4~~ $200.04	~~293.1~~ 300.06	~~390.8~~ $400.08	~~488.5~~ $500.10	~~586.2~~ $600.12	~~683.9~~ $700.14
6 Yard Dumpsters	~~146.52~~ $150.04	~~293.04~~ $300.08	~~439.56~~ $450.12	~~586.08~~ $600.16	~~732.6~~ $750.20	~~879.12~~ $900.24	~~1025.64~~ $1,050.28
8 Yard Dumpsters	~~195.38~~ $200.05	~~390.76~~ $400.10	~~586.14~~ $600.15	~~781.52~~ $800.20	~~976.9~~ $1,000.25	~~1172.28~~ $1,200.30	~~1367.66~~ $1,400.35
Extra Pulls	Per Toter	2 Yard Dumpster	4 Yard Dumpster	6 Yard Dumpster	8 Yard Dumpster		
Fee	$3.85	$11.29	$22.58	$33.87	$45.16		
Larger Dumpsters Available				Prices Upon Request			
Permanent Roll-Off Service Rate				~~$242.58~~ $272.05 per pull plus disposal charges			
<u>Compactor Service Rate</u>				<u>294.05 per pull plus disposal charges</u>			
Monthly Residential Sanitation Rate Schedule (1)							
Service Description	Price includes 2 pulls per week, recycle, and yard waste.						
1 Toter	~~20.84~~ $20.85						
2 Toter	~~41.68~~ $41.70						
1 Toter with Roll Out/In Service	$34.39						
2 Toters with Roll Out/In Service	$68.78						
Excess Charges							
Appliances and White Goods per item	~~14.43~~ $15.40						

(1) The refuse contract between the City and Stateline Disposal allows for an annual increase.

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, December 4, 2018, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2018-41

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE MASTER FEE SCHEDULE AS RELATED TO SANITATION FOR THE REMAINDER OF FY 2018/2019; 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 21, 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:	Ordinance 2018-42 Code Amendment - Cleaning of Lots, Maintenance of Structures
ITEM TYPE:	Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-42 at Second Reading.

SYNOPSIS: The Code Enforcement and City Planning departments have recently received complaints from homeowners that the current standards in Chapter 42, Article IV of the Code of Ordinances are too vague. This can cause issues with enforcement of the Code. The new language in the proposed Ordinance uses the International Building Code standards to clearly indicate the standards of maintenance required for lots and buildings located within the City limits.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on November 7, 2018.

FISCAL IMPACT: No fiscal impact.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2018-42 at Second Reading.

Dale Martin, City Manager 11/19/2018
Tammi E. Bach, City Attorney 11/26/2018

Date: November 14, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2018-42

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 42, ENVIRONMENT, ARTICLE IV, WEEDS AND WILD GROWTH, OF THE CODE OF ORDINANCES; BY AMENDING THE TITLE OF THE ARTICLE TO “CLEANING OF LOTS; MAINTENANCE OF STRUCTURES”; BY AMENDING SECTION 42-116 TO CHANGE HEADING TO “DUTY TO MAINTAIN PROPERTY” AND CLARIFYING DUTY; BY AMENDING SECTION 42-117 TO “EXTERIOR STRUCTURES” AND CLARIFYING DUTY TO MAINTAIN EXTERIOR OF STRUCTURES; BY AMENDING SECTION 42-118 TO CHANGE HEADING TO “COMPONENT SERVICEABILITY” AND REQUIRING COMPONENTS SUPPORTING STRUCTURES TO BE MAINTAINED; BY AMENDING SECTION 42-119 TO CHANGE HEADING TO “RUBBISH AND GARBAGE” AND PROHIBITING ACCUMULATION OF GARBAGE ON EXTERIOR OF STRUCTURES; BY AMENDING SECTION 42-120 TO CHANGE HEADING TO “PEST ELIMINATION” AND REQUIRING ELIMINATION OF PESTS; BY CREATING SECTION 42-121 “VACANT STRUCTURES AND LAND” AND REQUIRING MAINTENANCE OF VACANT LAND; BY CREATING SECTION 42-122 “SWIMMING POOLS” AND REQUIRING POOLS BE MAINTAINED AND SANITARY; BY CREATING SECTION 42-123 “WATER AND ELECTRIC SERVICE” AND REQUIRING STRUCTURES BE CONNECTED; BY CREATING SECTION 42-124 “AUTHORITY TO INSPECT PREMISES” AND PROVIDING FOR CITY INSPECTIONS; BY CREATING SECTION 42-125 “NOTICE TO CORRECT VIOLATIONS” AND PROVIDING FOR NOTICE; BY CREATING SECTION 42-126 “RIGHT TO APPEAL”; BY CREATING SECTION 42-127 BY PROVIDING FOR “IMPOSITION OF LIEN AGAINST PROPERTY BY CITY”; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property and structures that are not maintained are harmful to the general welfare of the citizens of the City of Fernandina Beach; and

WHEREAS, City of Fernandina Beach has a duty to establish standards of maintenance of property and structures within city limits; and

WHEREAS, Chapter 42, Article IV of the City Code of Ordinances regulates the cleaning of lots and maintenance of structures within the city limits; and

WHEREAS, certain revisions are necessary to update the Code of Ordinances.

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

SECTION 1. It is hereby proposed that the title of Chapter 42, Environment, Article IV, Weeds and Wild Growth, of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

ARTICLE IV. ~~WEEDS AND WILD GROWTH~~ CLEANING OF LOTS, MAINTENANCE OF STRUCTURES.

SECTION 2. It is hereby proposed that Section 42-116 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 42-116. ~~Cleaning of lots; maintenance of structures~~ Duty to maintain property.

~~(a) All owners of lots are hereby required to cut down and remove therefrom all growing weeds and unwholesome vegetation and to clear the property of all debris and rubbish that may be unsightly, creating a health hazard or providing a sanctuary for illegal activities. The height of all grass and similar vegetation shall not exceed 12 inches. The cutting of such grass and similar vegetation and removing of weeds and other unwholesome vegetation and debris shall be done as often as deemed necessary to eliminate the problem and meet the standards in this article.~~

(a) No person owning, leasing, renting, occupying, being in possession of or having charge of any property in the City, including disturbed vacant lots, shall maintain or allow to be maintained on such property, except as may be permitted by any other City ordinance, any of the following conditions visible from any public street or alley, or from any other private property:

(1) Overgrown, uncultivated, unkempt, or potentially hazardous vegetation of any type, including but not limited to shrubs, brush, weeds, vines; and grasses over 12 inches in height or length, including vegetation that may harbor rodents or transient activity, or encroach onto adjoining public or private properties. Where erosion control issues or indigenous species are present, an exception or modification may be made to these requirements. Regulated wetlands, other environmentally sensitive areas, undeveloped land, and managed stormwater facilities are exempt from these requirements.

(2) Vegetation and overgrowth including but not limited to tree limbs, branches, hedges, vines and shrubs that encroach the public right-of-way must be maintained to create a clear unobstructed passage to a height of eight feet above sidewalks and pedestrian walkways and fourteen feet above streets and vehicular traffic areas.

(3) Vegetative debris and decaying or live organic matter must be removed from roofs and gutters.

~~(b) All owners of property where structures have been placed shall maintain their structures in such a manner as not to present an unsightly appearance nor create a hazard to the public, provide a sanctuary for illegal activities, or be a danger to surrounding property.~~

SECTION 3. It is hereby proposed that Section 42-117 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 42-117. ~~Authority to inspect premises.~~ Exterior structure.

~~(a) For the purpose of enforcing the provisions of this article, the city manager or his designee may enter upon any property within his jurisdiction for the purpose of inspection and determination as to the degree of infraction.~~

(a) The exterior of a structure must be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety, or welfare.

(b) All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences, must be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, must be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking, and chipped paint must be removed and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, must be weather resistant and water tight. All metal surfaces subject to rust and corrosion must be coated to prohibit such rust and corrosion, and all surfaces with rust or corrosion must be stabilized and coated to prohibit future rust and corrosion. Oxidation stains must be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

(c) All structural members must be maintained free from deterioration and be capable of safely supporting the imposed dead and live loads.

(d) All foundation walls must be maintained plumb and free from open cracks and breaks and kept in such a manner so as to prevent the entry of rodents and other pests.

(e) All exterior walls must be free from holes, breaks, and loose or rotting materials, maintained weatherproof and properly surface coated where required to prevent deterioration.

(f) The roof and flashing must be sound, tight, and not have defects that admit rain. Roof drainage must be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters, and downspouts must be in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

(g) All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features must be maintained in good repair with proper anchorage and in a safe condition.

(h) All overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts must be maintained in good repair and be properly anchored to be kept in a sound condition. When required, all exposed surfaces of metal or wood must be protected from the elements against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(i) Every exterior stairway, deck, porch, and balcony, and all appurtenances attached thereto, must be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

(j) All chimneys, cooling towers, smoke stacks, and similar appurtenances must be structurally safe and sound and in good repair. All exposed surfaces of metal or wood must be protected from the elements against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(k) Every handrail and guard must be firmly fastened and capable of supporting normally imposed loads and be maintained in good condition.

(l) Every window, skylight, door and frame must be in sound condition, good repair, and weather tight. All glazing materials must be free from cracks and holes.

(m) Doors, windows, or hatchways for all primary and accessory dwelling units must be provided with devices designed to provide security for the occupants and property within.

(n) All exterior gates, gate assemblies, operator systems if provided, and hardware must be in good condition. Latches at all entrances must tightly secure the gates.

SECTION 4. It is hereby proposed that Section 42-118 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 42-118. ~~Notice to correct violations.~~ Component serviceability.

~~The city manager or his designee is charged with the duty of inspecting the various properties in the city to determine their condition with regard to the provisions of this article and to notify the owner as follows:~~

~~(1) If the name and address of the owner is known, he may be notified by printed or written notice, sent by mail or personally delivered, stating the violation, the remedy anticipated, and the required time limit corrective action is to have been taken.~~

~~(2) If the name or address of the owner is not known, notice may be accomplished by publication in one issue of the Fernandina Beach News-Leader or other local publication of general distribution, giving general notice of the violation, the required time limit for corrective action, and giving the location by street address and/or by blocks and lots of the property involved.~~

(a) The components of a structure and equipment therein must be maintained in good repair, structurally sound, and in a sanitary condition.

(b) Where any of the following conditions cause the component or system to be beyond its limit state, the component or system will be determined as unsafe and must be replaced or repaired to comply with the International Building Code as required for existing buildings. Buildings in the Historic Districts must comply with Historic District Guidelines outlined in the Land Development Code.

(1) Soils that have been subjected to any of the following conditions: collapse of footing or foundation system; damage to footing, foundation, concrete, or other structural element due to soil expansion; adverse effects to the design strength of footing, foundation, concrete, or other structural element due to a chemical reaction from the soil; inadequate soil as determined by a geotechnical investigation; where the allowable bearing capacity of the soil is

in doubt; or adverse effects to the footing, foundation, concrete, or other structural element due to the ground water table.

(2) Concrete that has been subjected to any of the following conditions: deterioration; ultimate deformation; fractures; fissures; spalling; exposed reinforcement; or detached, dislodged, or failing connection.

(3) Aluminum that has been subjected to any of the following conditions: deterioration; corrosion; elastic deformation; ultimate deformation; stress or strain cracks; joint fatigue; or detached, dislodged, or failing connections.

(4) Masonry that has been subjected to any of the following conditions: deterioration; ultimate deformation; fractures in masonry or mortar joints; fissures in masonry or mortar joints; spalling; exposed reinforcement; or detached, dislodged, or failing connections.

(5) Steel that has been subjected to any of the following conditions: deterioration; elastic deformation; ultimate deformation; metal fatigue; or detached, dislodged, or failing connections.

(6) Wood that has been subjected to the following conditions: ultimate deformation; deterioration; damage from insects, rodents, and other vermin; fire damage beyond charring; significant splits and checks; horizontal shear cracks; vertical shear cracks; inadequate support; detached, dislodged, or failing connections; or excessive cutting and notching.

(c) Demolition of unsafe conditions will be permitted when approved by the code official.

SECTION 5. It is hereby proposed that Section 42-119 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 42-119. ~~Right to appeal.~~ Rubbish and garbage.

~~Any person adversely affected by a decision of the city manager or his designee in the enforcement or interpretation of any terms or provisions of this article may appeal such decisions to the city commission, by filing written notice thereof, within ten days after the decision of the city manager or his designee.~~

(a) All exterior property and premises must be free from any accumulation of rubbish or garbage.

(b) Refrigerators and similar equipment not in operation must not be discarded, abandoned, or stored on premises without first removing the doors.

SECTION 6. It is hereby proposed that Section 42-120 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 42-120. ~~Imposition of lien against property by City.~~ Pest elimination.

~~If any owner fails to remedy the condition stated in the notification provided for in section 42-118 within the time frame allotted, the city commission may, at its discretion, cause such remedial work to be done and bill the cost of such work to the owner of the property. If the bill is not paid within 30 days from the date it is mailed to the owner, such charge shall become a lien against the property until the amount of such charge, including interest, cost of publication of notice, court costs, and attorneys' fees shall have been paid to the city by the owner.~~

All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found must be promptly exterminated by processes that will not be injurious to human health. After pest elimination, proper precautions must be taken to prevent reinfestation.

SECTION 7. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-121, which section reads as follows:

Sec. 42-121. Vacant structures and land.

All vacant structures and premises thereof or vacant land must be maintained in a clean, safe, secure, and sanitary condition so as not to cause a blighting problem or adversely affect the public health or safety. A structure will be considered vacant if it is not connected to water and electric services.

SECTION 8. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-122, which section reads as follows:

Sec. 42-122. Swimming pools.

Swimming pools must be maintained in a clean and sanitary condition, and in good repair.

SECTION 9. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-123, which section reads as follows:

Sec. 42-123. Water and electric service

(a) Every sink, lavatory, bathtub, or shower, drinking fountain, water closet, or other plumbing fixture must be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs, and showers must be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

(b) Inhabited structures must be properly connected to electric service as evidenced by an operational meter.

SECTION 10. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-124, which section reads as follows:

Sec. 42- 124. Authority to inspect premises.

For the purpose of enforcing the provisions of this article, the city manager or his designee may enter upon any property within his jurisdiction for the purpose of inspection and determination as to the degree of infraction, subject to Florida law.

SECTION 11. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-125, which section reads as follows:

Sec. 42-125. Notice to correct violations.

The city manager or their designee is charged with the duty of inspecting the various properties in the city to determine their condition regarding the provisions of this article and to notify the owner as follows:

(1) If the name and address of the owner is known, they may be notified by printed or written notice, sent by mail or personally delivered, stating the violation, the remedy anticipated, and the required time limit corrective action is to have been taken.

(2) If the name or address of the owner is not known, notice may be accomplished by publication in one issue of the Fernandina Beach News-Leader or other local publication of general distribution, giving general notice of the violation, the required time limit for corrective action, and giving the location by street address and/or by blocks and lots of the property involved.

SECTION 12. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-126, which section reads as follows:

Sec. 42-126. Right to appeal.

Any person adversely affected by a decision of the city manager or his designee in the enforcement or interpretation of any terms or provisions of this article may appeal such decisions to the city commission, by filing written notice thereof, within ten days after the decision of the city manager or his designee.

SECTION 13. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 42-127, which section reads as follows:

Sec. 42-127. Imposition of lien against property by City.

If any owner fails to remedy the condition stated in the notification provided for in section 42-125 within the time frame allotted, the city commission may, at its discretion, cause such remedial work to be done and bill the cost of such work to the owner of the property. If the bill is not paid within 30 days from the date it is mailed to the owner, such charge shall become a lien against the property until the amount of such charge, including interest, cost of publication of notice, court costs, and attorneys' fees shall have been paid to the city by the owner.

SECTION 14. All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 15. SEVERABILITY. If any provision or portion of the Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance shall remain in full force and effect.

SECTION 16. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption.

ADOPTED this 4th day of December, 2018.

ATTEST:

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Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

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John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:

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Tammi E. Bach
City Attorney

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, December 4, 2018, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2018-42

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 42, ENVIRONMENT, ARTICLE IV, WEEDS AND WILD GROWTH, OF THE CODE OF ORDINANCES; BY AMENDING THE TITLE OF THE ARTICLE TO "CLEANING OF LOTS; MAINTENANCE OF STRUCTURES"; BY AMENDING SECTION 42-116 TO CHANGE HEADING TO "DUTY TO MAINTAIN PROPERTY" AND CLARIFYING DUTY; BY AMENDING SECTION 42-117 TO "EXTERIOR STRUCTURES" AND CLARIFYING DUTY TO MAINTAIN EXTERIOR OF STRUCTURES; BY AMENDING SECTION 42-118 TO CHANGE HEADING TO "COMPONENT SERVICEABILITY" AND REQUIRING COMPONENTS SUPPORTING STRUCTURES TO BE MAINTAINED; BY AMENDING SECTION 42-119 TO CHANGE HEADING TO "RUBBISH AND GARBAGE" AND PROHIBITING ACCUMULATION OF GARBAGE ON EXTERIOR OF STRUCTURES; BY AMENDING SECTION 42-120 TO CHANGE HEADING TO "PEST ELIMINATION" AND REQUIRING ELIMINATION OF PESTS; BY CREATING SECTION 42-121 "VACANT STRUCTURES AND LAND" AND REQUIRING MAINTENANCE OF VACANT LAND; BY CREATING SECTION 42-122 "SWIMMING POOLS" AND REQUIRING POOLS BE MAINTAINED AND SANITARY; BY CREATING SECTION 42-123 "WATER AND ELECTRIC SERVICE" AND REQUIRING STRUCTURES BE CONNECTED; BY CREATING SECTION 42-124 "AUTHORITY TO INSPECT PREMISES" AND PROVIDING FOR CITY INSPECTIONS; BY CREATING SECTION 42-125 "NOTICE TO CORRECT VIOLATIONS" AND PROVIDING FOR NOTICE; BY CREATING SECTION 42-126 "RIGHT TO APPEAL"; BY CREATING SECTION 42-127 BY PROVIDING FOR "IMPOSITION OF LIEN AGAINST PROPERTY BY CITY"; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; 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 21, 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:	Ordinance 2018-43 Code Amendment - Camping in Public Parks
ITEM TYPE:	Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2018-43 at Second Reading.

SYNOPSIS: In order to preserve the health, safety and welfare of the community, it is necessary to prohibit camping on public property. City parks close at sundown; however, there have been occasions when a person is found sleeping in a City park with or without a tent or other temporary shelter. "Camping" is defined in this Ordinance as "either sleeping or being in a temporary shelter out-of-doors". "Camping" is prohibited on public property under this Ordinance.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on November 7, 2018.

FISCAL IMPACT: No fiscal impact.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2018-43 at Second Reading.

Dale Martin, City Manager	11/19/2018
Tammi E. Bach, City Attorney	11/26/2018

Date: November 14, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2018-43

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 58, OFFENSES, ARTICLE I, IN GENERAL, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 58-9, USE OF RECREATIONAL VEHICLES AS LIVING QUARTERS; EXCEPTIONS; BY ADDING SECTION 58-10, CAMPING PROHIBITED; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has a duty to promote sanitation, public health and safety; and

WHEREAS, Chapter 58, Article I of the City Code of Ordinances regulates certain actions to preserve the public health and safety; and

WHEREAS, certain revisions are necessary to update the Code of Ordinances regarding camping on public property.

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

SECTION 1. It is hereby proposed that Section 58-9 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 58-9. Use of recreational vehicles, etc. as living quarters; exceptions.

It shall be unlawful for any person to use any recreational vehicle, motor home, trailer, tent, or other vehicle or equipment for living quarters within the city except within a public park with a valid City permit or duly licensed recreational vehicle park that permits overnight camping.

SECTION 2. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended by adding a section numbered 58-10, which section shall read as follows:

Sec. 58-10. Camping prohibited; exceptions.

(a) For the purposes of this section, “camping” is defined as either sleeping or otherwise being in a temporary shelter out-of-doors or cooking over an open flame out-of-doors, except “camp” or “camping” does not include in their meaning so-called “tailgating,” picnicking, or other similar, temporary celebratory activity conducted in good faith in connection with the occurrence of a legitimate sporting event, concert, theatrical event or similar activity conducted by a school, college, professional sports association, orchestra, governmental agency, religious or civic organization or Section 501(c)(3) organization.

(b) Camping is prohibited on all public property, except as may be specifically authorized by a valid City permit.

SECTION 3. All Ordinances or parts of Ordinances and all Resolutions in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY. If any provision or portion of the Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption.

ADOPTED this 4th day of December, 2018.

ATTEST:

____

Caroline Best
City Clerk

CITY OF FERNANDINA BEACH

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John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:

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Tammi E. Bach
City Attorney

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, December 4, 2018, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2018-43

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 58, OFFENSES, ARTICLE I, IN GENERAL, OF THE CODE OF ORDINANCES; BY AMENDING SECTION 58-9, USE OF RECREATIONAL VEHICLES AS LIVING QUARTERS; EXCEPTIONS; BY ADDING SECTION 58-10, CAMPING PROHIBITED; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; 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.

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Note:
Please run as a DISPLAY in the November 21, 2018 edition of the News Leader.

Please send proof of publication to:
City Clerk's Office
City Hall, 204 Ash Street
Fernandina Beach, FL 32034
904-310-3115

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT:	Discussion Facility Rental Fee Waiver - Dr. Martin Luther King Jr. Recreation Center
ITEM TYPE:	Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Mayor Miller.

The Elm Street Sportsman Association rented the Dr. Martin Luther King Jr. Recreation Center, Patricia A.Thompson Auditorium for the purpose of hosting Ms. Bessie May Reeves 100th birthday party. The Elm Street Sportsman Association respectfully requests the facility rental fee be waived.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	11/14/2018
Dale Martin, City Manager	11/15/2018

Date: November 08, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

Facility Rental Contract

Permit #:	18-00357	Page 1 of 2
Contract Date:	10/30/2018	
Use Type:	MLK Auditorium	
Description:	Birthday Party	
Registrar:	Jodi Almela	
Phone:	(904) 556-3782	
Email:	lawrence_albertie@yahoo.com	

Customer

Elm St Sportsman Association
Elm Street Sportsman Association
PO BOX 16484
Fernandina Beach, FL 32035

Rental Information

Location: **MLK, Jr. Auditorium @ Martin Luther King Jr. Recreation Center**
1200 Elm Street
Fernandina Beach, FL 32034

Total Hours: **11.00**

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
11/24/2018	Sat	9:00 AM - 8:00 PM	MLK, Jr. Auditorium, Non-profit Flat (Head Count: 60)	1.00	Each	$131.00	$131.00	$0.00
			MLK, Jr. Auditorium, Non-profit Flat Overage Charge (Head Count: 60)	1.00	Each	$54.00	$54.00	$0.00

Billing/Payment Summary

Invoice#	Due Date	Total	Amount Paid	Balance Due
Sec Deposit	10/30/2018	$92.50	$92.50	$0.00
1894	11/09/2018	$185.00	$0.00	$185.00
	Total	$277.50	$92.50	$185.00

Total Hours	11.00
Total Fees	$185.00
Total Sec Dep	$92.50
Total Tax	$0.00
Rental Total	$277.50

Rental Terms and Conditions

PARKS & RECREATION FACILITY RENTAL POLICIES

City of Fernandina Beach Parks & Recreation Department – 2500 Atlantic Ave., Fernandina Beach, FL 32034
Days/hours: Mon. – Fri. 8:00am-6:30pm, Sat. 8:00am-4:00pm Phone: (904) 310-3350. Fax: (904) 310-3462.
BOOKING PROCESS includes determining Commercial, Private, or Non-Profit usage; determining rental fee; paying damage deposit; and signing the Rental Agreement. To reserve a facility, a damage deposit and signed Rental Agreement are required.

RENTAL TYPES

Commercial: "Any non-civic group using a City facility for profit, i.e. when an admission fee is charged (tickets sold) or a service or product is offered for sale."

Private: "Any group function that is not open to the public and does not charge any type of fee or admission for the function."

Non-Profit: "A group or organization that pertains to the City of Fernandina Beach citizens' affairs and whose event is open to the public." To qualify, a non-profit certificate must be provided, and if your group is tax-exempt, a tax-exempt certificate must also be provided.

DAMAGE DEPOSIT & RENTAL PAYMENT

Damage deposit for use of a facility/park must be paid in full at time of reservation. Damage deposit = 50% of rental fee before taxes or $50 minimum. We DO NOT hold or rollover damage deposits.

Rental payment must be paid in full 2 weeks prior to the event, or automatic cancellation goes into effect WITH NO NOTIFICATION, as well as forfeiture of damage deposit. We accept: cash, check, and credit card (Visa &

MasterCard only).
A $20.00/hour Attendant/Maintenance Fee will be charged when additional hours are needed beyond our normal rental hours.
EQUIPMENT: The following amounts of tables and chairs are available in each room. The renter must rent additional tables and chairs from an outside agency.

- Atlantic Auditorium: (30) 8' banquet-style tables & (8) 60" round tables; 225 Chairs
- MLK, Jr. Auditorium: (8) 60" round tables; 79 chairs
- Peck Auditorium: 100 chairs only
- Peck Reception Room: 1 conference table; 10 chairs
- Peck Gym: 6 sets of 4-row portable bleachers (each set seats about 40 people); no tables or chairs

The renter is responsible for SET-UP, BREAKDOWN, CLEAN UP, and PLACING BAGGED TRASH INSIDE A DUMPSTER. The dumpster for the Atlantic Auditorium is located behind the auditorium building. The Peck Center rollaway dumpsters are located on the west side (10th Street) of the building. The Peck Gym rollaway dumpsters are located on the west side (10th Street) and north side (Elm Street) of the Gym. The MLK, Jr. Center dumpster is located in the main parking lot. The renter must remove additional trash that will not fit inside the dumpsters from the property. Trash not properly removed will result in forfeiture of the damage deposit. Any room that is rented, or Peck Gym, must be left in a neat and clean condition.
Only ticky tack type product may be used for hanging decorations on the walls. No tacks, tape, nails, or staples. No wall hangings permitted in the Peck Auditorium.

DAMAGE DEPOSIT REFUND: Deposit will be refunded within 2-3 weeks after facility rental date. If deposit was paid with a credit card, the deposit refunded back to credit card to five (5) business days after date of event. Damage to a facility/park, violation of policies, or failure to provide general clean up will result in forfeiture of damage deposit and possible denial of future reservations. An additional fee will be charged if damage exceeds the deposit amount.
RULES AND REGULATIONS FOR PARK RENTALS ONLY: All trash generated during rental of a City park must be bagged and taken away from the park by the renter. Please do not use the trashcans in the park. If the park is not left in a neat and clean condition, the damage deposit will be forfeited. No park usage after 7:00pm. No amplified music without a specail event permit.

CANCELLATION of a reservation/rental must be made 2 weeks before date of event or damage deposit is forfeited.

OTHER CONDITIONS
*NO SMOKING allowed in any indoor City facility. *Alcohol is not allowed at any City facility unless a special permit is obtained. Contact Mary Hamburg (904-310-3102) for more information. Off-duty police officers are required if an alcohol permit is granted. *If membrane structures (bounce houses, inflatable slides, etc.) are to be used, proof of insurance is required from the outside agency supplying the structure, and renter will assume full liability. An additional permit fee of $25.00 applies for a membrane structure. *If a Non-Profit group's event at a facility is a fundraiser or charges admission, they are required to pay the Non-Profit rental rate as opposed to the Commercial rate. If the date and time requested is not during normal rental hours, an attendant fee of $20.00/hour is required. *If a renter is hosting an event for people between the ages of 13 & 20, two off-duty police officers are mandatory and paid for by renter. No rentals prior to 7:00am or past 12:00am. *No helium balloons permitted in City parks or at City pools, as they may pose a threat to local wildlife and pool filteration systems.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Discussion
Utilize Monetary Fines Collected by the Code Enforcement and Appeals Board to Fund the Acquisition of Conservation Lands

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Chapman.

Explore the possibility of utilizing the monetary fines collected through the Code Enforcement and Appeals Board (CEAB) as a means to assist in the acquisition of conservation lands.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 11/15/2018

Caroline Best

Date: November 08, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: