



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
FEBRUARY 5, 2019
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 American Legion Chaplain Bruce Malcolm.

4. PRESENTATIONS

4.1 **PRESENTATION - NORTH FLORIDA LAND TRUST** - *Mr. Marc Hudson of North Florida Land Trust will provide a summary of the conservation efforts between North Florida Land Trust and the City of Fernandina Beach.*

4.2 **PRESENTATION - FERNANDINA BEACH MAIN STREET** - *Fernandina Beach Main Street Director Arlene Filkoff will review a letter of interest related to 101 N. Front Street.*

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

6. CONSENT AGENDA

6.1 **FACILITIES USE AGREEMENT - AMELIA ISLAND CONCOURS D'ELEGANCE FOUNDATION, INC.** - RESOLUTION 2019-13 AUTHORIZING THE USE OF AIRPORT PROPERTY BY AMELIA ISLAND CONCOURS D'ELEGANCE FOUNDATION IN CONJUNCTION WITH THE ANNUAL AMELIA ISLAND CONCOURS D'ELEGANCE EVENT IN MARCH, 2019; APPROVING THE FACILITIES USE AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Facilities Use Agreement with Amelia Island Concours d'Elegance Foundation for vehicle parking on multiple locations of the Fernandina Beach Municipal Airport in support of events held on March 8, 9 and 10, 2019.*

6.2 **FACILITIES USE AGREEMENT - BONHAMS & BUTTERFIELDS AUCTIONEER CORPORATION** - RESOLUTION 2019-14 AUTHORIZING THE USE OF AIRPORT PROPERTY BY BONHAMS AND BUTTERFIELDS AUCTIONEER CORPORATION IN CONJUNCTION WITH THE ANNUAL AMELIA ISLAND CONCOURS D'ELEGANCE EVENT IN MARCH, 2019; APPROVING THE FACILITIES USE AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Facilities Use Agreement with Bonhams & Butterfields Auctioneer Corporation for vehicle parking on the Fernandina Beach Municipal Airport on March 6 and 7, 2019.*

- 6.3 **BUDGET AMENDMENTS - AIRPORT AND GOLF COURSE - RESOLUTION 2019-15** APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2018/2019; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a transfer in the Airport and Golf Course funds for expenses associated with the AWOS Replacement Project and the Driveway Project.*

7. RESOLUTIONS

- 7.1 **COLLECTIVE BARGAINING AGREEMENT - UNITED BROTHERHOOD OF CARPENTERS AND JOINERS (UBC), LOCAL 2044 - RESOLUTION 2019-16** APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS, LOCAL 2044 FOR THE PERIOD OF OCTOBER 1, 2018, TO SEPTEMBER 30, 2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the labor agreement with the United Brotherhood of Carpenters and Joiners, Local 2044, for the period of October 1, 2018, through September 30, 2021, which shall be retroactive to October 1, 2018.*
- 7.2 **SOLE SOURCE VENDOR APPROVAL - NORTHEAST FLORIDA REGIONAL COUNCIL (NEFRC) - RESOLUTION 2019-17** APPROVING NORTHEAST FLORIDA REGIONAL COUNCIL (NEFRC) AS THE SOLE SOURCE VENDOR FOR COMPLETION OF THE EVALUATION AND APPRAISAL REVIEW (EAR) REPORT OF THE CITY'S 2030 COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED \$50,000; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Northeast Florida Regional Council as the sole source vendor in an amount not to exceed \$50,000 for consulting services necessary to complete the Evaluation and Appraisal Review (EAR) report due to state review agencies by September 2019.*
- 7.3 **SOLE SOURCE PURCHASE APPROVAL - RPM LUMBER - RESOLUTION 2019-18** AUTHORIZING THE SOLE SOURCE PURCHASE OF DOORS FOR THE PECK CENTER FROM RPM LUMBER IN THE AMOUNT OF \$32,277.48; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the sole source purchase of replacement doors from RPM Lumber for the Peck Center in the amount of \$32,277.48.*
- 7.4 **CHANGE ORDER APPROVAL - FENDER MARINE CONSTRUCTION - RESOLUTION 2019-19** APPROVING CHANGE ORDER #'S 1 AND 2 WITH FENDER MARINE CONSTRUCTION IN THE AMOUNTS OF \$102,954.69 AND \$54,654.96, RESPECTIVELY, TO INCLUDE ADDITIONAL WORK ON THE SOUTHERN WAVE ATTENUATOR UTILITY TROUGH AND SOUTHERN WAVE ATTENUATOR CONCRETE DOCK AT THE FERNANDINA BEACH HARBOR MARINA; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Change Order #'s 1 and 2 with Fender Marine Construction for additional work on the Southern Wave Attenuator Utility Trough and Southern Wave Attenuator Concrete Dock at the Fernandina Beach Harbor Marina.*

8. ORDINANCES - FIRST READING

- 8.1 **CODE AMENDMENT - BACKYARD CHICKENS - ORDINANCE 2019-04** AMENDING THE CODE OF ORDINANCES, CHAPTER 18, ANIMALS, ARTICLE I, IN GENERAL; BY AMENDING SECTION 18-2; CREATING A NEW SECTION 18-3 PROVIDING FOR REGULATIONS FOR KEEPING CHICKENS ON PRIVATE PROPERTY; RENUMBERING ALL FOLLOWING SECTIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Chapter 18 of the City Code pertaining to backyard chickens.*

- 8.2 **FUTURE LAND USE MAP (FLUM) AMENDMENT MORATORIUM** - ORDINANCE 2019-05 DECLARING A ONE-YEAR TEMPORARY MORATORIUM ON THE PROCESSING OF APPLICATIONS TO CHANGE THE FUTURE LAND USE MAP IN THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a one-year temporary moratorium on the processing of applications to change the Future Land Use Map in the Comprehensive Plan.*
- 8.3 **(Legislative) FUTURE LAND USE MAP AMENDMENT - 116, 118, AND 120 NORTH 2ND STREET** - ORDINANCE 2019-06 CHANGING THE CITY'S FUTURE LAND USE MAP FROM GENERAL COMMERCIAL (GC) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF CENTRAL BUSINESS DISTRICT (CBD) FOR PROPERTY TOTALING APPROXIMATELY 0.43 ACRES OF LAND LOCATED AT 116, 118, AND 120 N. 2ND STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Assigns a Future Land Use Map Category of Central Business District (CBD) to approximately 0.43 acres of land located at 116, 118, and 120 N. 2nd Street.*
- 8.4 **(Quasi-Judicial) ZONING MAP MAP AMENDMENT - 116, 118, AND 120 NORTH 2ND STREET** - ORDINANCE 2019-07 CHANGING THE CITY'S ZONING MAP FROM GENERAL COMMERCIAL (C-2) TO ASSIGN A ZONING MAP CATEGORY OF CENTRAL BUSINESS DISTRICT (C-3) FOR PROPERTY TOTALING APPROXIMATELY 0.43 ACRES OF LAND LOCATED AT 116, 118, AND 120 N. 2ND STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Assigns a Zoning District of Central Business District (C-3) to approximately 0.43 acres of land located at 116, 118, and 120 N. 2nd Street.*

9. BOARD APPOINTMENT

- 9.1 **PARKS AND RECREATION ADVISORY COMMITTEE** - *one appointment.*

10. CITY COMMISSION DISCUSSION / DIRECTION

- 10.1 **LOCAL MITIGATION STRATEGY (LMS)** - *This item is placed on the agenda at the request of Vice Mayor Kreger.*
- 10.2 **WESTREC MARINA** - *This item is placed on the agenda at the request of Commissioner Ross.*
- 10.3 **BEACH DRIVING** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 10.4 **LAND CONSERVATION** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 10.5 **WATERFRONT PARK DEVELOPMENT** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 10.6 **2017/2018 CITY COMMISSION GOAL REVIEW** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 10.7 **MAIN BEACH BOARDWALK** - *This item is placed on the agenda at the request of Commissioner Ross.*

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. ADJOURNMENT

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
North Florida Land Trust

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Mr. Marc Hudson of North Florida Land Trust will provide a summary of the conservation efforts between North Florida Land Trust and the City of Fernandina Beach.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 01/24/2019

Date: January 22, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Fernandina Beach Main Street

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Fernandina Beach Main Street Director Arlene Filkoff will review a letter of interest related to 101 N. Front Street.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 01/24/2019

Submitted By: _____ Date: January 18, 2019
Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-13
Facilities Use Agreement - Amelia Island Concours d'Elegance Foundation Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-13.

SYNOPSIS: The annual Concours d'Elegance returns to Amelia Island on March 8-10, 2019. Although the Concours d'Elegance is actually hosted at the Ritz Carlton, logistical support for the event has, in previous years, been provided by the City of Fernandina Beach through the use of Airport grounds for parking. The attached agreement proposes to continue the same level of support through use of Airport property as has been provided in previous years.

In conjunction with annual Concours d'Elegance events, the Amelia Island Bonhams Vehicle Auction is hosted on the Fernandina Beach Golf Course. Facilities in support of that vehicle auction reside within the runway protection zone of Runway 9/27, and require that the runway be closed during use of the property to host and conduct a vehicle auction. This closure, though, offers the opportunity to make use of Airport property, as has been done in years past, at the east end of Runway 9/27 to support vehicle parking, while also allowing for additional aircraft parking on the surface of Runway 9/27 to support the increased volume of air traffic utilizing the Airport during this event timeframe. The parking areas depicted in the exhibit/map with the attached Facilities Use Agreement are operationally controlled through the assistance of volunteers from the Friends of Fernandina Airport, Experimental Aircraft Association, and Concours d'Elegance personnel. Airport staff coordinates with these agencies, and the Federal Aviation Administration, regarding, set-up requirements, oversight, and execution of these parking operations.

FISCAL IMPACT: The fee for use of the Airport under this Facilities Use Agreement is \$20,000, to be deposited into the Airport Fund, Other Revenue Account, 420 36990. Additionally, the Airport anticipates an additional \$5,000 as its share of revenue in support of parking operations on Airport property outlined within this agreement, and these funds would also be deposited into the Airport Fund, Other Revenue Account, 420 36990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-13.

Nicole Bednar, Administrative Services Manager	01/10/2019
Dale Martin, City Manager	01/16/2019
Pauline Testagrose, Comptroller	01/17/2019
Tammi E. Bach, City Attorney	01/22/2019
Katie Newton, Legal Assistant	01/22/2019

Date: January 07, 2019

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE USE OF AIRPORT PROPERTY BY AMELIA ISLAND CONCOURS D'ELEGANCE FOUNDATION, INC IN CONJUNCTION WITH ANNUAL AMELIA ISLAND CONCOURS D'ELEGANCE EVENTS IN MARCH, 2019; APPROVING THE FACILITIES USE AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Amelia Island Concours d'Elegance is an annual event and the City of Fernandina Beach allows the use of property located at the Fernandina Beach Municipal Airport; and

WHEREAS, the Fernandina Beach Municipal Airport will be paid \$10,000 for the use of the area east of Runway 9/27 for parking (Area 2, Exhibit "A"), \$5,000 for the use of Taxiway E for parking (Area 3, Exhibit "A"), and \$5,000 for the use of areas adjacent to Airport Road for assembly and parking (Areas 1 and 4, Exhibit "A"); and

WHEREAS, additionally, the Airport will receive a portion of the parking fees related to such use and these fees will be distributed accordingly: a fee of \$10.00 per vehicle and \$5 per motorcycle will be collected on Saturday, March 19, 2019, and \$20.00 per vehicle and \$5.00 per motorcycle on Sunday, March 10, 2019, with proceeds distributed equally among the Experimental Aircraft Association (EAA), the Friends of Fernandina Aviation (FOFA), and the Fernandina Beach Municipal Airport; and

WHEREAS, the Airport use fees and parking fees collected will be deposited into the Airport Fund, Other Revenue Account, 420 36990. The City will remit equal shares of parking fee revenue to the Experimental Aircraft Association (EAA) and the Friends of Fernandina Aviation (FOFA).

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 use of Airport property for the annual Amelia Island Concours d'Elegance event to be held March 8-10, 2019, and the Facilities Use Agreement attached hereto as "Exhibit 1."

SECTION 2. The City Commission hereby approves the methodology for the collection and distribution of parking fees collected during the Amelia Island Concours d'Elegance.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute the Agreement upon review and approval of the City Attorney.

ADOPTED this 5th day of February, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this _____ day of February, 2019, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and **Amelia Island Concours d'Elegance Foundation, Inc.** whose address is **3016 Mercury Road South, Jacksonville, Florida 32207** (herein called "USER").

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

WHEREAS, USER has expressed a desire to use said FACILITY for car parking of patrons attending the Concours d'Elegance event and for certain specific uses of the Airport in conjunction with the Concours d'Elegance event being held on Amelia Island, March 8-10, 2019.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY from March 4 -12, 2019 for the event described above and as illustrated on the sketch at Exhibit 1 to this agreement.
2. CITY agrees to coordinate the parking arrangement and provide any setup materials required to facilitate parking in the designated parking areas. Such setup will occur during the period beginning approximately 10 days in advance of the event. USER will provide portable toilet facilities.
3. USER shall pay CITY a fee of \$10,000.00 for the parking area located at the eastern end of Runway 9/27, \$5,000.00 for the parking area located on Taxiway E, and \$5,000 for the parking located near Airport Road. Additionally, CITY will have the right to collect a car parking fee from patrons using the FACILITY for car parking to attend the Concours d'Elegance event (the fees of which are to be disbursed equally among the Experimental Aircraft Association, the Friends of the Fernandina Airport, and the City of Fernandina Beach Municipal Airport).
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained

under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

- i. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.
 - j. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
 - k. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving USER 30 days notice of such cancellation.
 - l. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. USER will provide insurance on all their equipment being used in the FACILITY.
 - m. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Sale and/or consumption of alcohol not allowed on Airport property unless properly permitted by the City.
5. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above, unless terminated sooner.

6. The addresses for giving notices are as follows:

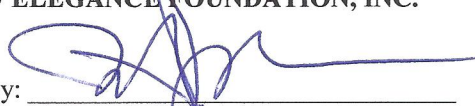
USER: Amelia Island Concours d'Elegance
Foundation, Inc.
3016 Mercury Road South
Jacksonville, FL 32207

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

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

**AMELIA ISLAND CONCOURS
D'ELEGANCE FOUNDATION, INC.**

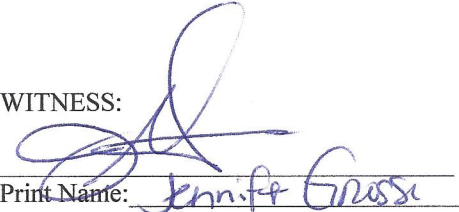
CITY OF FERNANDINA BEACH

By: 
Timothy Pendergast
Its: Director of Operations

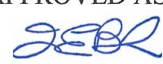
By: _____
Dale L. Martin
Its: City Manager

By: _____
Caroline Best
Its: City Clerk

WITNESS:

Print Name: 
Jennifer Grasse

APPROVED AS TO FORM AND LEGALITY:


Tammi E. Bach
Its: City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2019

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

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

PRODUCER Phone: (904) 730-0600 Fax: (904) 731-7072

DONOVAN & ABERCROMBIE INS**P O BOX 24960****JACKSONVILLE FL 32241-4960**

Agency Lic#: L044912

CONTACT NAME: **Donovan & Abercrombie Ins**PHONE (A/C, No, Ext): **(904) 730-0600**FAX (A/C, No): **(904) 731-7072**

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : **National Casualty Company**INSURER B : **National Casualty Company**INSURER C : **National Casualty Company**INSURER D : **Markel American Insurance Company**

INSURER E :

INSURER F :

INSURED

THE AMELIA ISLAND CONCOURS D'ELEGANCE**3016 MERCURY ROAD SOUTH****JACKSONVILLE FL 32207****COVERAGES****CERTIFICATE NUMBER: 71272****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X		KKO0000021850100	07/30/18	07/30/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			KKO0000021850200	07/30/18	07/30/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB DED RETENTION \$	X		XKO0000021850300	07/30/18	07/30/19	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATUTORY LIMITS OTH ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.
The Amelia Island Concours D'Elegance Event March 8-10, 2019

CERTIFICATE HOLDER**CANCELLATION**

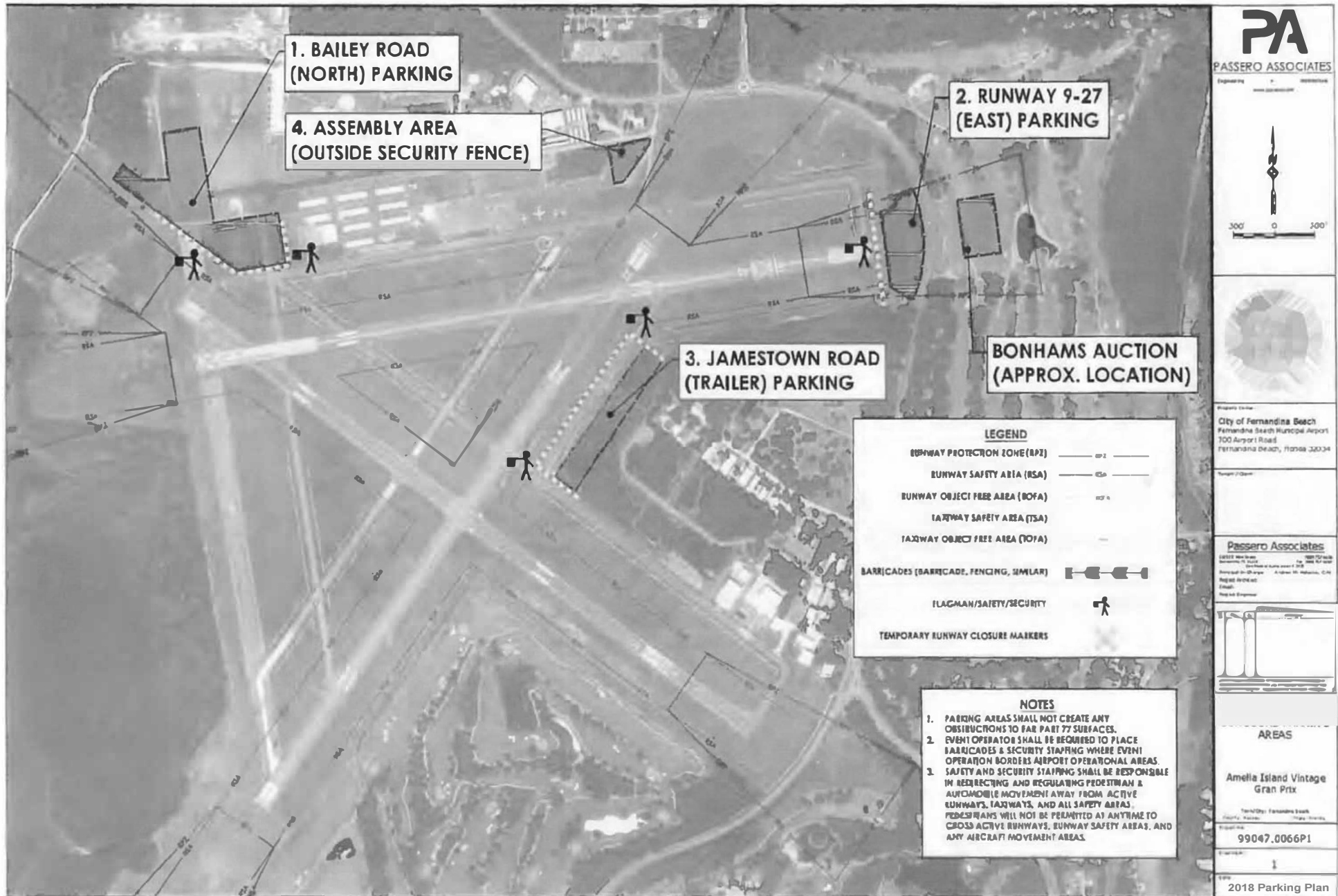
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Attention:

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

AUTHORIZED REPRESENTATIVE


Blake A. Shewmaker



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2019-14
Facilities Use Agreement - Bonhams and Butterfields Auctioneer Corporation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-14

SYNOPSIS:

Closely related to the annual Concours d'Elegance, Bonhams, a leading international auction house, has announced its return to Fernandina Beach again this year. Bonhams will conduct its automobile auction on the grounds of the Fernandina Beach Golf Course in the days prior to the Concours d'Elegance.

The Bonhams Amelia Island Auction on the City's Golf Course has both an aeronautical as well as a non-aeronautical impact upon the adjacent City of Fernandina Beach Municipal Airport, located on the opposite side of the Amelia Island Parkway. The increasing number of aircraft coming to Fernandina Beach for the series of March events necessitates additional aircraft parking areas, for which purpose Runway 9/27 can serve (in addition to abandoned Runway 18/36 and available ramp space).

With the closure of Runway 9/27 for aircraft parking spaces, the unimproved areas at the east end of the runway can serve for additional automobile parking and the temporary auction facilities can be erected on the grounds of the Fernandina Beach Golf Course, in close proximity to the aircraft and automobile parking areas. Based upon the proposed March events schedules, it is anticipated that Runway 9/27 will be tentatively closed from February 26 through March 13, 2019.

FISCAL IMPACT: The fee for use of the Airport under this Facilities Use Agreement is \$10,000, to be deposited into the Airport Other Revenue Account, 420 36990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-14.

Nicole Bednar, Administrative Services Manager	01/10/2019
Dale Martin, City Manager	01/16/2019
Pauline Testagrose, Comptroller	01/17/2019
Tammi E. Bach, City Attorney	01/22/2019
Katie Newton, Legal Assistant	01/22/2019

Date: November 19, 2018

Submitted By: Nathan Coyle, Airport Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE USE OF AIRPORT PROPERTY BY BONHAMS AND BUTTERFIELDS AUCTIONEER CORPORATION IN CONJUNCTION WITH ANNUAL AMELIA ISLAND CONCOURS D'ELEGANCE EVENT IN MARCH, 2019; APPROVING THE FACILITIES USE AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bonhams Auction wishes to return to the City of Fernandina Beach to conduct an event in conjunction with the annual Amelia Island Concours d'Elegance in 2019; and

WHEREAS, Bonhams & Butterfields Auctioneer Corporation will pay \$10,000.00 for the use of Airport property for parking on March 6 and 7, 2019; and

WHEREAS, the Airport use fee will be deposited into the Airport Fund, Other Revenue Account No. 420 36990.

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

SECTION 1. The City Commission hereby approves the use of Airport property for parking for the Bonhams Auction event to be held on March 6 and 7, 2019, along with the Facilities Use Agreement, attached hereto as "Exhibit A."

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

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

ADOPTED this 5th day of February, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 5th day of February, 2019, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and **Bonhams & Butterfields Auctioneer Corporation** whose address is **220 San Bruno Avenue, San Francisco, CA 94103** (herein called "USER").

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

WHEREAS, USER has expressed a desire to use said FACILITY to **park vehicles on airport property within the parking area at the approach end of Runway 27 on March 6 and 7, 2019.**

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of parking vehicles within the prescribed area east of the approach end of Runway 27.
2. USER will set up and use the FACILITY on a continuous basis during this period on the grass area east of the approach end of Runway 27 as shown on sketch at Exhibit 1.
3. USER shall pay CITY the sum of **\$10,000.00** for use of FACILITY during the period designated, payable with returning this signed AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against

the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

- i. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.
- j. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
- k. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving USER 30 days notice of such cancellation.
- l. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. USER will provide insurance on all their equipment being used in the FACILITY.
- m. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Sale and/or consumption of alcohol not allowed on Airport property unless properly permitted by the City.

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

6. The addresses for giving notices are as follows:

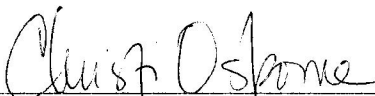
USER: Bonhams & Butterfields Auctioneer Corp
220 San Bruno Avenue
San Francisco, CA 94103
ATTN: CHRISTI OSBORNE

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

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

USER: **Bonhams & Butterfields Auctioneer Corp**
220 San Bruno Avenue
San Francisco, CA 94103

CITY OF FERNANDINA BEACH

By: 
Christi Osborne
Its: Vice President of Operations

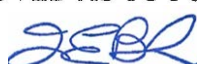
By: _____
Dale L. Martin
Its: City Manager

By: _____
Caroline Best
Its: City Clerk

WITNESS:


Print Name: Mark Osborne

APPROVED AS TO FORM AND LEGALITY:


Tammi E. Bach
Its: City Attorney



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
12/31/2018

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

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

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Bonhams & Butterfields Auctioneers Corporation 220 San Bruno Avenue San Francisco, CA 94103		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Liberty Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22667 23043	

COVERAGES**CERTIFICATE NUMBER: W9777733****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		OGL G25701689 008	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Host Liquor \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY	Y		AS2-Z91-470008-019	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB						EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC2-Z91-470008-029	01/01/2019	01/01/2020	☒ PER STATUTE ☐ OTH-ER
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Event Date: Feb 25 to March 14, 2019

City of Fernandina Beach is included as an Additional Insured as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER

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

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ACORD 25 (2016/03)

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SR ID: 17320939

BATCH: 1004628

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II -- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

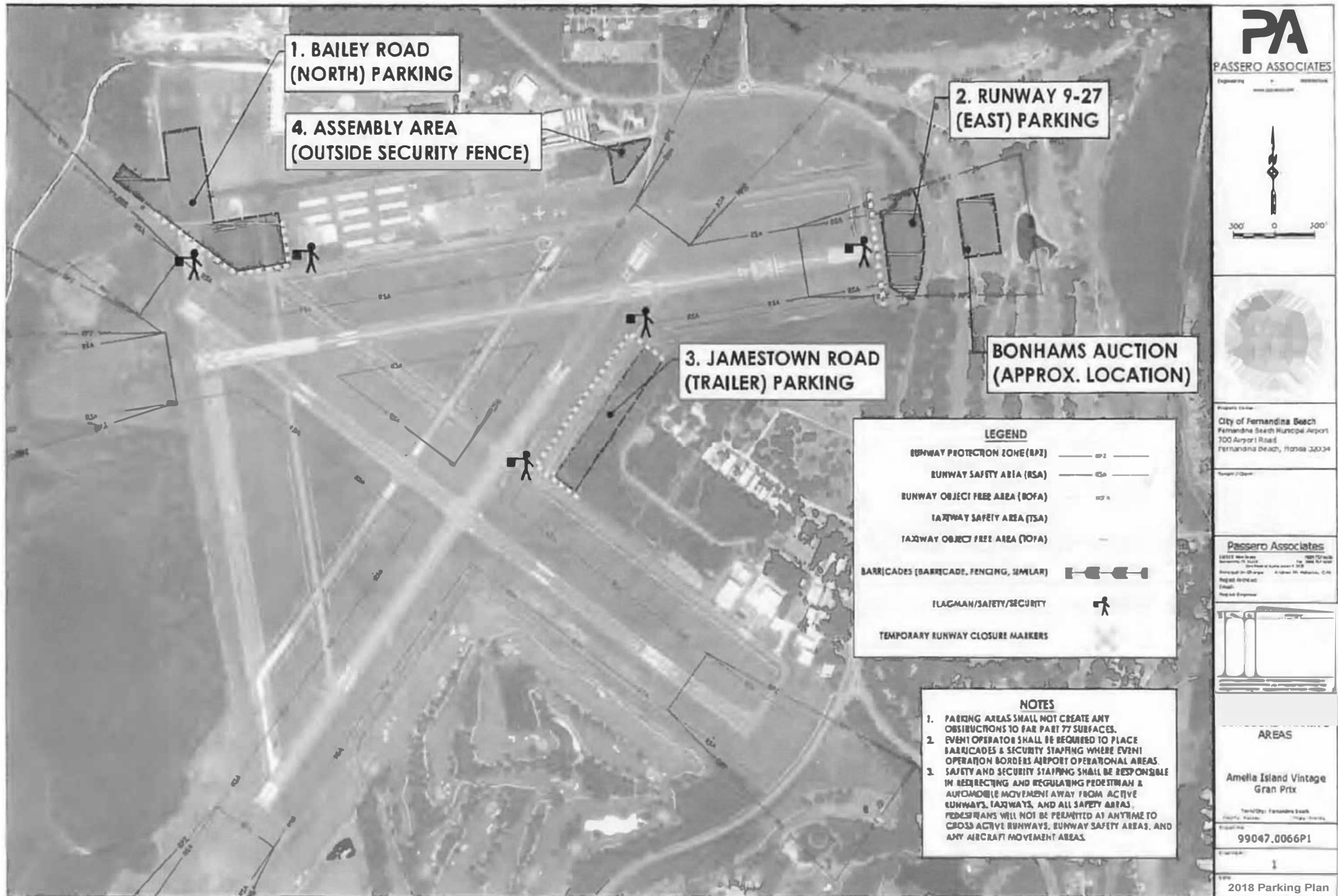
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III -- Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2019-15
Budget Amendments - Airport and Golf Course

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-15

SYNOPSIS: The attached Resolution approves a transfer in the Airport Fund and Golf Course Fund for the AWOS and Driveway projects approved last Fiscal Year and not completed until the current Fiscal Year.

FISCAL IMPACT: Funds are available in the respective Operating Supplies and the Reserve account for these transfers.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-15.

Nathan Coyle, Airport Director	01/02/2019
Nicole Bednar, Administrative Services Manager	01/09/2019
Dale Martin, City Manager	01/16/2019
Tammi E. Bach, City Attorney	01/22/2019
Katie Newton, Legal Assistant	01/23/2019

Date: December 31, 2018

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2019-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
FERNANDINA BEACH, FLORIDA, APPROVING
AMENDMENTS TO THE BUDGET FOR FISCAL YEAR
2018/2019; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Fund and Golf Course Fund executed projects which commenced in Fiscal Year 2017/2018 and were completed in Fiscal Year 2018/2019; and

WHEREAS, the actual expenses for these projects in each Fiscal Year were different than the budgeted expenses for these projects as shown on the project spreadsheet attached as Exhibit "A" to this Resolution; and

WHEREAS, amendments to the budget are needed to reallocate expenses to accommodate the variance between budget and actual expense shown at Exhibit "A"; and

WHEREAS, staff recommends a budget amendment with a transfer in the amount of \$5,327 from the Golf Course Operating Supplies Account, 410 55200, to the Golf Course Improvements Account, 410 56300, and a budget transfer in the amount of \$27,088 from the Airport Reserve Account, 420 59990 to the Airport Improvements Account, 420 56300.

WHEREAS, the funds are available in the Golf Course Fund Operating Supplies Account and the Airport Reserve Account.

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 in the amount of \$5,327 from the Golf Course Operating Supplies Account, 410 55200, to the Golf Course Improvements Account, 410 56300, and a transfer in the amount of \$27,088 from the Airport Reserve Account, 420 59990 to the Airport Improvements Account, 420 56300.

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

ADOPTED this 5th day of February, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

Resolution 2019-15
Exhibit "A"

Project	Airport Fund			
	2017/2018 Budget	2017/2018 Actual	2018/2019 Budget	2018/2019 Actual
Driveway Project (Airport Side)	\$75,000.00	\$33,143.67	\$0.00	\$4,779.52
AWOS Replacement Project	\$42,300.00	\$19,992.33	\$147,700.00	\$170,007.67
Driveway Project (Golf Course Side)	Golf Course Fund			
	\$50,000.00	\$37,020.33	\$0.00	\$5,326.28

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-16
Labor Agreement - United Brotherhood of Carpenters and Joiners (UBC), Local 2044

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-16.

SYNOPSIS: Labor negotiations between the City of Fernandina Beach and the United Brotherhood of Carpenters and Joiners, Local 2044, have concluded with a tentative successor three-year agreement for the period of October 1, 2018, through September 30, 2021. The United Brotherhood of Carpenters and Joiners, Local 2044, has ratified the agreement, and it is now being brought forward for the consideration of the City Commission for approval.

FISCAL IMPACT: The most significant fiscal component of the proposed contract is the re-implementation of longevity pay. Other fiscal components of the contract include awards for licenses and certifications. Remaining changes within the proposed contract are primarily administrative in nature.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-16.

Dale Martin, City Manager	01/16/2019
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Pauline Testagrose, Comptroller	01/17/2019
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Tammi E. Bach, City Attorney	01/22/2019
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Date: December 20, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS, LOCAL 2044 FOR THE PERIOD OF OCTOBER 1, 2018, TO SEPTEMBER 30, 2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach and the United Brotherhood of Carpenters and Joiners, Local 2044, have negotiated a three-year agreement for the period of October 1, 2018, to September 30, 2021; and

WHEREAS, the United Brotherhood of Carpenters and Joiners, Local 2044, has ratified the agreement; and

WHEREAS, the agreement shall be retroactive to October 1, 2018.

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

SECTION 1. The City Commission hereby approves the collective bargaining agreement with the United Brotherhood of Carpenters and Joiners, Local 2044, for the period of October 1, 2018, through September 30, 2021, attached hereto as Exhibit "A", which shall be retroactive to October 1, 2018.

SECTION 2. The City Manager and the City Clerk are hereby authorized to execute the labor agreement.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 5th day of February, 2019.

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

CITY OF FERNANDINA BEACH

AND

UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS,
LOCAL 2044

AGREEMENT

EFFECTIVE
OCTOBER 1, 201~~5~~8 – SEPTEMBER 30, 20~~2~~1~~8~~

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
LOCAL 2044

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AGREEMENT

THIS AGREEMENT, entered into October 1, 201~~5~~⁸, between the CITY OF FERNANDINA BEACH hereinafter referred to as the “City” (or the “Employer”) and the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS, LOCAL UNION NO. 2044 (hereinafter referred to as the “Union”):

PREAMBLE

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement of the parties with respect to matters within the scope of negotiations; NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1 Recognition

- 1.1 The City hereby recognizes the United Brotherhood of Carpenters and Joiners, Local Union No. 2044, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms of conditions of employment for all employees in the bargaining unit.
- 1.2 The bargaining unit for which this recognition is accorded includes all full-time hourly, non-exempt, personnel in the City of Fernandina Beach, excluding Firefighters, Police Officers, Police Sergeants, and probationary employees employed by the City of Fernandina Beach and all salaried employees in all other job classifications of the City, specifically professional employees, managerial employees, technical and confidential employees, as set forth in the order issued by the Florida Public Employees Relations Commission on September 11, 1975 (Order No. 8H-RA-753-0168).
- 1.3 The City Manager or his designee(s) shall be the City’s sole representative for the purposes of collective bargaining with the Union on any matters that are not covered by this Agreement, and on questions relating to the implementation or interpretation of this Agreement.
- 1.4 The city shall recognize a local union committee of three (3) along with the representative of the council for the purpose of collective bargaining with the City on any matters that are not covered by this Agreement, and on questions relating to the implementation or interpretation of the Agreement.

Article 2 No Discrimination

- 2.1 The City agrees to continue its policy of non-discrimination against any employee on the basis of race, color, religion, gender, pregnancy, national origin, age, disability, marital status, sexual preference, union activity, or any other category

- protected by law. Any claim of discrimination by an employee against the City, its officials or representatives, shall be grievable and arbitrable under the provisions of Article 16 – Grievance Procedure, but shall not be subject to the problem resolution procedure contained in City’s Personnel Policy Manual.
- 2.2 The Union agrees that it will not discriminate against any employee on the basis of race, color, religion, gender, pregnancy, national origin, age, disability, sexual preference, or marital status and shall not interfere with the right of employees covered by the Agreement to become or refrain from becoming members of the Union, and shall not discriminate against any such employees, because of membership or non-membership in any employee organization.
- 2.3 The Union agrees to support the City’s Equal Employment Opportunity Program and Anti-Harassment Policy.

Article 3

Management Rights

- 3.1 The Union agrees that the City has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects; and the powers of authority which the City has not officially abridged, delegated, or modified by the express provisions of the Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right to determine the organization of the City government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions of the City; to suspend, demote, discharge, or take other disciplinary action against employees for proper cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish job classifications; to change or eliminate existing methods, equipment or facilities; and to establish, implement and maintain an effective internal security program.
- 3.2 The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Commission, and to expend monies appropriated by the City Commission, as it shall deem desirable.
- 3.3 Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

- 3.4 If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.
- 3.5 This article shall not supersede other articles in the agreement.

Article 4

No Strike

- 4.1 “Strike” means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term “strike” shall also mean any overt preparation including but not limited to the establishment of strike funds with regard to the above listed activities.
- 4.2 Neither the Union, nor any of its officers or agents, nor members covered by the Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, unlawful picketing, or any other interruption of the operations of the City regardless of the reason for so doing.
- 4.3 Each employee who holds a position with the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in F.S. 447.505 and the Constitution of Florida, Article I, Section 6. Accordingly, the Union, its officers, stewards, and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with the Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility, in event of breach of this Article or the law by other employees, and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

Article 5

City Rules and Past Practices

- 5.1 All rules, regulations, policies, and procedures of the City in effect on the effective date of this Agreement shall remain in full force and effective if not specifically in conflict with the terms of this Agreement.
- 5.2 The City agrees to keep the Union informed of all proposed rules, regulations, and policy or procedure changes, within ten (10) days prior to implementation. Changes to existing or establishment of new rules, regulations or policies may be a subject of discussion between the Union and the City and negotiation at the request of the Union.
- 5.3 The City agrees that all past practices not specifically included in this agreement will not be changed without negotiation with the Union. It is the goal of the City and the Union to negotiate and incorporate any previously undocumented negotiable past practices into the union agreement or policy manuals.

Article 6

Union Business

- 6.1 Absence from the Work site for Union Business - Members of the bargaining unit who are officials of the Union shall be granted time off for Union business when the absence does not interfere with the operation of the department to which assigned. Requests for such time off shall be submitted in writing for approval to the Department Head or his designee in his absence. In emergency situations only, the request may be submitted orally and later confirmed in writing.

For approved leave for Union Business the City shall pay the employee for actual hours missed up to eight (8) hours and the Union shall reimburse the City for approved leave that exceeds eight hours (8) with in two (2) weeks of the actual absence for time.

- 6.2 Indemnification
The Union shall indemnify, defend and hold the City, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise), and for all reasonable legal costs arising from any action taken or not taken by the City, its officials, agents and employees in complying with this Agreement.

Article 7

Bulletin Boards

- 7.1 The City shall provide the Union with suitable bulletin board space and the Union agrees to use the space provided only for Union business. The Union agrees that

- the space will not contain controversial or political material, such as taking sides on issues or supporting a particular candidate for public office.
- 7.2 The Union agrees to provide the City Human Resources Director copies of all materials or notices prior to posting on the bulletin boards.

Article 8

Union Stewards

The City will recognize one (1) Chief Steward and six (6) shop stewards appointed by the Union who are employees in this bargaining unit.

- 8.1 The City will recognize a grievance committee appointed by the Union, which shall consist of not more than two (2) employees in the bargaining unit and the President of Local 2044 or his designee.
- 8.2 The Union will notify the City in writing of all Union officers and primary and alternate stewards within fifteen (15) days after the effective date of this Agreement. The City will be notified in advance by the Union prior to any changes in officers, primary and alternate stewards, and members of the grievance Committee.
- 8.3 The Union agrees not to solicit grievances, membership in the Union, and collection of Union monies on City property in work areas during work time. This restriction does not prohibit stewards from answering legitimate questions from members of the bargaining unit concerning Union activity.

Article 9

Dues Withholding

- 9.1 During the term of this Agreement, upon written authorization from a bargaining unit member, the City agrees to withhold Union Membership dues in equal amounts on a bi-weekly basis in an amount established by the Union and certified in writing to the City Manager. Such deduction shall commence with the pay for the first full pay period following receipt of the authorization by the City. The Union agrees to provide the City at least 30 days written notice prior to the effective date of any increase in dues. The City agrees to remit to the Union within ten (10) days following close of the pay period all dues withheld.
- 9.2 In the event an employee's salary earnings within any pay period, after deductions for withholding, Social Security, retirement, City health insurance and other priority deductions, are not sufficient to cover dues assessment it will be the responsibility of the Union to collect its dues for the pay period directly from the employee.
- 9.3 Deductions for Union dues shall continue until either: (1) revoked by the employee by providing the Union and the City 30 day's written notice that he is terminating

the prior dues withholding authorization, or (2) the termination of employment in the recognized bargaining unit of the authorizing employee.

- 9.4 The Union agrees that the City will not withhold from the pay of bargaining unit members any assessments, fines or penalties imposed on members by the Union.

Article 10

Hours of Duty and Overtime

10.1 Duty Time

- a. The normal work cycle shall be five (5) scheduled workdays or forty (40) hours in a seven (7) day period. The seven (7) day period shall begin on Sunday, 12:01 a.m., and end on Saturday midnight.
- b. The normal workday shall consist of eight (8) consecutive hours unless employee agreement is received for a split shift, exclusive of the lunch period, in the case of other departments where ten (10) or twelve (12) hour workdays are scheduled.
- c. Employees may, at times, be required to work an alternate workweek. The City will make every effort to give employees forty-eight (48) hours advance notice, unless otherwise agreed to by the affected employee.
- d. Employees will be allowed one (1) break period, not to exceed fifteen (15) minutes, in any consecutive four (4) hour period. Employees are not permitted to leave the work site during the break period. Paid breaks will not be combined with any other breaks or meal periods or at the beginning or end of the work period. Break time will begin when the employee stops work and end when the employee returns to work.
- e. When assigned to shift work, employees will work eight (8) hours per day shifts as a normal workday. The day for shift workers shall begin at 7:00 a.m. and end at 7:00 a.m. the following day. Establishment of shift days, beginning times and rotation are the responsibility of management. Any changes in these shift parameters will be discussed with the shift employees prior to implementing any changes.
- f. The City agrees to keep work in excess of established schedules at a minimum and to permit such work only when it is necessary to meet City operational requirements. The City agrees to schedule workers no more than sixteen (16) hours consecutively with an eight (8) hour rest period between shifts, unless it is an extreme emergency, and regardless of whether the employee volunteers for the overtime work.

10.2 Overtime

- a. The City reserves the right to direct employees to work overtime. Overtime will be paid at the rate of 1 ½ times the regular hourly rate of the employee.

~~Work performed in excess of an employee's regularly scheduled work day will be paid at the employee's appropriate overtime rate unless a change in the work schedule is mutually agreed in advance by the supervisor and employee. Employees who regularly work a ten (10) or twelve (12) hour day will be paid overtime for hours worked in excess of their regularly scheduled hours.~~

- b. Overtime will be paid to employees whose work hours exceed forty (40) per week, in accordance with the Fair Labor Standards Act (FLSA). ~~Any paid leave time does not count as hours worked for overtime calculations, except for Holiday leave, which Holiday, Vacation and PTO~~ will count toward hours worked for overtime calculations.
- c. Overtime will not be worked without the prior approval of the Department Head or his designee.
- d. In the event that an employee is called back to work after completing his work shift, he shall be paid for all time worked, but not less than three (3) hours at his appropriate overtime rate of pay.
- e. The City will make every effort to assign overtime in a fair and equitable manner. Each division will develop an overtime roster for assignment of overtime if necessary and rotate qualified employees on an equal basis. However, qualifications to perform the job will be taken into consideration in assigning overtime. In the event of mandatory overtime, assignments will be made as follows:
 - (1) Volunteers
 - (2) Mandatory assignment will include all union personnel of all departments, as necessary

- 10.3 Comp Time - An employee may elect to take compensatory leave time in lieu of over-time pay, if mutually agreed upon by the employee and the department Director or his/her designee, up to a maximum accumulation of ~~eightyfourty~~ (480) hours. The accumulated compensatory hours may be carried over from year to year, but shall not exceed ~~eightyfourty~~ (480) hours in total at any time. All hours in excess of the maximum shall be in the form of pay. An employee who wishes to take compensatory leave time shall submit a leave request at least seventy two (72) hours in advance of the requested leave. Approval or denial of the request will be made by the department Director or designee based on the operational or fiscal impact of the request. The seventy two (72) hour notification requirement may be waived, circumstances permitting, at the discretion of the department Director or designee. An employee separating from the Department on a voluntary or involuntary basis shall receive a lump sum payment for any accumulated

compensatory time. An employee shall be allowed to sell back ~~fortysixteen (1640)~~ hours compensatory time at the employee's regular hourly rate of pay ~~once each per~~ year, ~~to be paid the first pay period in November.~~

10.4 Should a state of emergency be declared that requires the closing of the city, employees that are directed to not report to work shall be compensated at one-half of their regular rate. Employees that are required to remain on duty shall be compensated at their regular pay. During hazardous conditions, as determined by the by the City Manager, or in the absence thereof his/her designee, employees shall be compensated at double their regular rate.

Article 11

On-Call Status

- 11.1 In the event of an emergency such as, but not limited to, hurricanes, man-made disasters, etc., employees must be ready to be called to work in an urgent situation during off-duty time. Any employee who is required to remain on an emergency stand-by basis and in telephone contact shall be compensated at the rate of time and one-half (1½) of the base rate of pay for a minimum of three (3) hours per twenty-four (24) hour period. Any employee who is required to remain on-site during an emergency beyond his/her normally scheduled hours will be compensated at the rate of time and one-half (1 ½) of the base rate of pay for a minimum of three (3) hours. Failure to comply may be considered insubordination, and may be subject to disciplinary action.
- 11.2 Employees who accept after hours work must report within one (1) hour of receipt of the call. Employees who fail, after accepting after hours work to respond within one (1) hour of receipt of the call may be subject to disciplinary action.
- 11.3 Certain employees are required as a matter of public safety as determined by the city to be placed in an on-call status. The city will not restrict the movement of employees who are required to remain in this status; however, employees on an on-call status must respond to any calls made to them within thirty (30) minutes of receipt of the call in a city provided vehicle.
- 11.4 Employees will be compensated for remaining in an on-call status in the following manner:
 - a. An employee placed in an on-call status will be paid for three (3) hours at the rate of time and one-half (1½) the base rate of pay each day for the week in which the employee is on-call. The three (3) hours will cover the first call-in each day. If the first call-in takes longer than three (3) hours then the total hours will be paid at the overtime rate.
 - b. The employee shall be guaranteed not less than one (1) hours pay at the rate of time and one-half (1½) of their base rate of pay for each call-in after first call

in for that on call 24 hour period. . All time worked when on-call shall be paid at the rate of time and one-half (1½) the base rate of pay.

Article 12

Filling of Vacancies

- 12.1 The City will post all vacancies for positions in the bargaining unit within 10 working days after position becomes vacant. Employees shall be given three (3) working days to sign for the open position. However, when the City deems it necessary to change, alter or not fill a position, the UBC will be informed within ten (10) working days.
- 12.2 All full-time regular employees in good standing who have had no disciplinary action in the previous twelve (12) months may sign for the open position. Informal counseling and verbal warnings will not be counted for purposes of this article.
- 12.3 ~~Employees~~New hires must have satisfactorily completed the six month probationary period ~~for new hires~~ to be eligible to post for another position unless no other non-probationary employee has bid on the position. ~~The six (6) month restriction is waived if the open position is in the employee's department.~~
- 12.4 Employees must have worked at least six months in their current position to be eligible to post for another position. However, this provision shall be waived prior to hiring outside the bargaining unit or if the open position is in the employee's department.
- 12.5 All employees who meet the criteria described in the articles above and who meet the basic minimum qualifications for the position, as advertised, will be referred for selection consideration. If one qualified employee is interviewed then all qualified employees will be interviewed. When candidates present equal qualifications, the UBC-covered candidate with the most seniority will be selected.
- 12.6 If an employee posts for a position at a lower grade and is selected, the employee will accept either the mid-point pay rate of the new position or the employee's current pay rate, whichever is less.- An employee that post for and is awarded a lower position shall remain in the position for at least eighteen (18) months. If management chooses to move an employee into a lower pay grade for reasons other than disciplinary then the employee's pay will not be affected despite being moved into a lower paygrade.

Article 13

Probationary Period and Seniority

- 13.1 Duration of Initial Probationary Period
The probationary period for each newly hired employee in the bargaining unit shall be 180 days continuous service following the date of hire. An interruption for

authorized leave of absence shall not constitute a break in continuous service, but any time on leave without pay shall not be credited as time in service and will be added to the 180 day probationary status. An employee terminated during the probationary period does not have the right to grieve the termination under the grievance Procedures, Article 16.

13.2 Seniority

- a. Probationary employees do not acquire seniority with the City until they have successfully completed the probationary period. Upon completion, the employee's seniority date will commence with the employee's date of hire, if hired as a full-time employee, or date made regular status, if converted from seasonal or part-time status.
- b. City seniority is defined as an employee's continuous length of service with the City, commencing with last date of hire. When more than one (1) employee is hired on the same day, City seniority will be assigned in alphabetical order by last name.
- c. An employee's seniority will be considered to be broken when continuous service with the City is interrupted by: resignation; discharge for cause; failure to return from an authorized leave of absence; lay-off for more than six (6) months; failure to respond to a recall within ten (10) working days; or retirement.
- d. In the event of a lay-off for lack of funds or lack of work, employees will be given thirty (30) days written notice and will be laid off in inverse order of hire of the UBC-covered employees in the affected department. All part-time employees shall be laid off before any full-time employees within the same department that is being affected by the layoff. Employees shall be laid off by job classification with regard to seniority from least senior to most senior. An employee affected by the layoff may bump into equal or lower job classification within the same department. The decision concerning which employee(s) are to be laid off within the affected job class shall be based upon the affected employee(s) ability to perform the remaining work available, past performance, and seniority. If all factors are equal, seniority in position shall take precedence in determining the order of the layoff with less senior employees in the position subject to lay off first.
- e. In the event laid off employees are recalled to work, recalls shall be in reverse order of lay-off.
- f. Notice of recall shall be sent to the former employee's last address by Certified Mail. All recalls must be responded to within ten (10) working days of receipt. Failure to respond will result in loss of seniority and recall rights.

Article 14

Wages, Advancement and Job Classification

14.1 It is understood and agreed that Human Resources is responsible for classifying positions to the appropriate grade levels within the Classified Service Pay Schedule.

14.2 Employees shall be advanced in pay according to a merit system outlined below. Beginning October 1, 2015, the bargaining unit will move to a performance-based evaluation and pay system, and members may earn a merit pay increase from zero (0) percent to six (6) percent annually based on the performance rating assigned. Pay increases will be granted effective October 1, 2015, and October 1 of each year thereafter. Employees will not receive merit advancements if a promotion has been received within the last six (6) months.

14.3 ~~Employees at the maximum of the pay range will not be eligible for merit increases. However, there will be an opportunity for employees who are maxed out in the pay range to earn a lump sum payment based on above average performance. The lump sum will be between zero (\$0) and \$1250 based on the performance rating assigned.~~

~~A Rating of a 5 – \$1250~~

~~A Rating of a 4 – \$1000~~

~~A Rating of a 3 – \$750~~

~~A Rating of a 2 – \$500~~

~~A Rating of a 1 – No increase~~

Employees at maximum pay will receive pay increases at one-half of the evaluation merit rate.

14.4 Newly hired employees will receive a probationary evaluation upon the completion of six months of service, and may be eligible for a merit increase at the discretion of the department head.

14.5 Annual appraisals will be completed on General Employee Performance Evaluation Forms Employee will be assessed on twelve (12) competencies and will be rated as follows:

- N – Does not meet Expectations
- M – Meets Expectations
- E – Exceeds Expectations

An overall rating for the entire review is then assigned based on the five (5) point system below:

- A rating of a 1 indicates the employee's performance does not meet the standards of the rating criteria.
- A rating of a 2 indicates the employee's performance is marginal and needs improvement.
- A rating of a 3 indicates the employee's performance meets the rating criteria and is average.

- A rating of a 4 indicates the employee's performance is above average and exceeds the rating criteria.
- A rating of a 5 indicates the employee's performance is exemplary and far exceeds the rating criteria.

The City and the Union agree that performance evaluations are to be completed in a timely manner, no later than sixty (60) days past the evaluation due date.

The City and the Union agree to review the current performance evaluation form during this contract period and may negotiate a more comprehensive form to be used.

If requested by the employee a Steward will be present. An employee disputing the results of the evaluation may seek relief through the grievance procedure.

Annual merit increases will be based on the on the Overall Rating as follows:

- A Rating of a 5 - 6%
- A Rating of a 4 - 4%
- A Rating of a 3 - 3%
- A Rating of a 2 - 2%
- A Rating of a 1 - No increase

14.6 In addition, employees may be eligible to receive a lump sum payment of \$1500 upon completion of certain state licenses, with the approval of the City Manager. The approved state licenses eligible for the lump sum bonus are:

- a. Water Plant Operator A, B, or C
- b. Water Distribution System Operator 1, 2, or 3
- c. Wastewater Plant Operator A, B, or C
- d. Journeyman Electrical License
- e. Master Electrical License
- f. Florida HVAC License Class A or B
- g. Pesticide License

At the discretion of the city manager a lump sum payment of up to \$1500 may be provided for completion of other certifications, licenses or similar education class.

14.7 An employee who fails to achieve an overall rating of a one (1) on the merit review rating will be placed on a 90-day performance improvement period (PIP). The employee will acknowledge his understanding of the PIP on the Employee Performance Evaluation Form. Following completion of the 90-day PIP, the employee will be further evaluated and appropriate action taken.

14.8 The pay of an employee promoted to one pay grade higher in the pay schedule will be increased at a minimum by a factor of six (6) percent from the hourly rate received immediately prior to promotion. For a promotion that is two pay grades

higher, the employee will receive a pay increase at a minimum of eight (8) percent, and for a promotion that is three pay grades higher, the employee will receive at a minimum a pay increase of ten (10) percent. At the sole discretion of the City Manager the aforementioned percentages may be exceeded at the time of promotion for employees who have key skills and have demonstrated outstanding performance. The pay of an employee promoted to one pay grade higher in the pay schedule will be increased by a factor of six (6) percent from the hourly rate received immediately prior to promotion. For a promotion that is two pay grades higher, the employee will receive a pay increase of eight (8) percent, and for a promotion that is three pay grades higher, the employee will receive a pay increase of ten (10) percent. The maximum amount of pay increase per promotion is ten (10) percent. The effective date of promotion will become the new anniversary date for merit review purposes in the grade to which assigned.

14.9 Pay grade adjustments in the Pay and Classification Plan do not constitute a promotion.

14.10 Employees shall be rewarded for continuous service with the city in the bargaining unit as an hourly supplement to the regular hourly rate of the employee as follows:

<u>Five (5) Years of Service</u>	<u>10 cents per hour</u>
<u>Ten (10) Years of Service</u>	<u>20 cents per hour</u>
<u>Fifteen (15) Years of Service</u>	<u>30 cents per hour</u>
<u>Twenty (20) Years of Service</u>	<u>40 cents per hour</u>
<u>Twenty five (25) Years of Service</u>	<u>50 cents per hour</u>

Article 15

Working Out of Classification

15.1 An employee temporarily transferred at the City's request into a position at a higher grade or pay range for a period of ~~five (5)~~ (45) consecutive ~~days~~ hours or more shall be paid at the lowest rate of pay in the higher grade or pay range or six percent (6%) above his current rate, whichever is higher, with an additional two percent (2%) for each additional range above the employee current pay. The senior qualified employee within the department will be given the first opportunity for the temporary transfer.

15.2 An employee temporarily transferred by the City to a position at the same grade level or pay range to a position at the same grade level or a lower grade shall retain the same rate of pay received prior to the temporary transfer.

15.3 Temporary transfers shall not exceed thirty (30) calendar days. Such transfers may be extended by mutual consent.

Article 16

Grievance Procedure

- 16.1 It is the policy of the City to encourage discussion on an informal basis between a supervisor and any employee of an employee complaint. Such discussion should be held with a view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint will be presented and handled promptly and should be resolved at the lowest level of supervision consistent with the authority of supervisor. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance (a) in behalf of any employee without his consent, or (b) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding, brought by an individual employee or group of employees, or by the Union.
- 16.2 A "grievance" is defined as a dispute involving the interpretation or application of the specific provisions of this Agreement, except as excluded in other Articles of this Agreement. This grievance procedure is the exclusive process for resolving formal complaints concerning the interpretation and application of this Agreement.
- 16.3 A dispute involving the interpretation or application of a provision of this Agreement, which gives a right to the Union as an employee organization, may be presented by the Union as a grievance. Where any provision of this Agreement involves responsibility on the part of the Union that, in the view of the City, is not properly carried out, the City may present the issue to the Union as a grievance. Such grievances by either party shall be initiated at Step 3 of the Grievance Procedure within 15 business days of the occurrence giving rise to the grievance, if not resolved through informal discussions.
- 16.4 Procedures
Grievances shall be presented and adjusted in the following manner.
- Step 1 - Immediate Supervisor Level
An employee, accompanied by his respective steward, having a grievance may orally submit a grievance to his immediate supervisor, within ten (10) calendar days of the first occurrence of the event giving rise to the grievance, setting forth the specific facts on which the grievance is based. The immediate supervisor will have three (3) working days to respond. The employee may elect to take his grievance to the next step of the procedure if the response received from the immediate supervisor is not acceptable or timely.
 - Step 2 - Department Level
If an employee initiates his grievance at this step, the grievance will be reduced to writing on a mutually agreed upon form, setting forth the facts of the complaint and the Article/Section violated, within five (5) working

days after receipt. If a response is not provided within the time allotted, the grievance may be submitted to the Human Resources Director for action by the City Manager.

- **Step 3 - City Manager Level**

If the grievance is not resolved at Step 2, the employee may submit the grievance in writing through the Human Resources Director to the City Manager within five (5) working days after receipt of the reply at step 2. The City Manager will have ten (10) working days to respond, in writing, to the grievance.

- **Step 4 - Arbitration Level**

If the grievance is not resolved at Step 3, the Union may request arbitration within ten (10) business days after receipt of the response at Step 3 by submitting a request in writing to the Human Resources Director outlining the specific provision(s) of this Agreement at issue. If the grievance is not appealed for arbitration within the time limits, the decision of the City Manager shall be final and binding upon the aggrieved employee and/or the Union.

16.5 The Human Resources Director and the Union President will meet within five (5) working days of receipt of the request for arbitration to jointly apply to the Federal Mediation and Conciliation Service for a panel of five (5) arbitrators. Within ten (10) working days of receipt of said panel, the Union President and the Human Resources Director will meet to select an arbitrator. Both the Union and the City shall have the right to strike two (2) names from the panel. Lot chance will determine who shall strike a name out first.

16.6 The arbitrator shall issue his decision no later than thirty (30) days from the date of the closing of the hearings. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement as requested by the Union and the City.

16.7 The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the Union, the City, and employees in the bargaining unit. In reaching his decision, the arbitrator will use the preponderance of evidence standard of proof.

16.8 The arbitrator may fashion an appropriate remedy where he finds a violation of this Agreement, but no liability, monetary or otherwise shall accrue against the City or the Union. With respect to grievances involving termination of employment, the arbitrator shall not modify the City's disciplinary action unless he finds the City's action to be arbitrary or capricious. However, this shall not eliminate the proper cause provision in Article 32 – Discipline.

- 16.9 The fees and expenses of the arbitrator shall be borne equally by both parties. Any party desiring a transcript shall bear the cost of it.
- 16.10 If a grievance arises from the action of an official outside the immediate department of the employee, the grievance may be initiated by Step 3, as appropriate, by submitting a written grievance through the Human Resources Director to the City Manager.
- 16.11 Failure to initiate a grievance within the time limit specified shall be determined a waiver of the grievance right. Failure at any step of this procedure to submit the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision at that step. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee or the Union where appropriate, to proceed to the next step of the grievance process.

Article 17

Employee Assistance Program (EAP)

- 17.1 The City agrees to provide an Employee Assistance Program at no cost to the employees. Through the Employee Assistance Program, the City provides confidential access to professional counseling services for help in confronting certain personal issues. More information about this program may be found in the Personnel Policy Manual.

Article 18

Educational Assistance

- 18.1 The City may make educational assistance available to regular full-time employees who have completed 180 calendar days of service. While educational assistance is expected to enhance performance and abilities, the City cannot guarantee that participation in formal education will result in advancement, a different job assignment, or pay increases. Employees shall drive City owned vehicles, if available, to and from school or other related training opportunities.
- 18.2 The Union agrees that the Personnel Policy Manual maintained by the City will cover the educational assistance program under this Article.
- 18.3 Employees approved for the educational assistance must agree to remain with the City for a period of two (2) years from the date of completion of each educational assistance received. Failure to complete the service requirement obligates the employee to repay the City on a pro-rated basis (1/24 credit is given for each month of service following completion of the educational assistance program). This provision does not obligate the City to employ an employee for any set duration.

Article 19

Military Leave

19.1 Both parties hereto agree to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law in regard to military leave.

Article 20

Bereavement Leave

20.1 ~~An employee will be granted up to three (3) days off with pay if any member of his immediate family dies. Immediate family shall be defined as: spouse, child, stepchild, foster child, father, mother, step-mother, step-father, father-in-law, mother-in-law, brother, sister, grandparents, spouse's grandparents. Upon the employee's written request, more than three (3) days leave may be granted, but only three (3) days will be paid days off. An employee will be granted one (1) day off with pay in the event of the death of any other family member related by blood or marriage.~~

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Up to five days of paid bereavement leave due to the death of an immediate family member will be provided regular full-time employees. The City defines "immediate family" as the employee's parent or step-parent, spouse, or child (to include foster children). Up to three days of paid bereavement leave will be provided due to the death of the employee's parent-in-law, child's spouse, sibling, grand-parents, or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

One day of bereavement leave may be granted due to the death of any other family member not included above who is related by blood or marriage in order that the employee may attend the funeral service.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisor's approval, use any available paid leave for additional time off as necessary.

Article 21

Jury Duty Leave

21.1 An employee covered by this Agreement who is summoned to jury duty or subpoenaed or summoned to appear in court as a witness in connection with performance of duties with the City will be granted administrative leave and will be paid his regular rate of pay for his required work period during such absence. If released by the court prior to the end of the employee's normally scheduled workday, the employee is expected to return to work.

21.2 Eligibility for administrative leave requires the employee to deposit with the Finance Department any monetary payment received for jury duty services.

Article 22

Personal Leave of Absence

- 22.1 All requests for a leave of absence shall be in writing and approved by the Department Head and the City Manager.
- 22.2 Upon request and with adequate advance notice, the City agrees to allow any union officer/delegate a personal leave of absence to attend union meetings/conferences no more than ten (10) working days in any calendar year.
- 22.3 Employees shall not engage in any outside employment during an authorized personal leave of absence unless approved in advance by the City Manager.
- 22.4 It is understood and agreed that all leaves of absence shall be without pay and will not exceed thirty (30) calendar days per year. The City and the Union agree to observe the requirements of the Family Medical Leave Act.

Article 23

Holidays and Holiday Pay

23.1 Holidays

All holidays shall comply with the day the State Government observes as the holiday. The following holidays are designated as paid holidays:

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day

23.2 Holiday Pay

Employees shall receive their regular rate of pay for each designated holiday for the regular scheduled workday (e.g., 8, 10, or 12 hours).

- 23.3 Employees required to work on a holiday will receive the holiday pay mentioned in Section 23.2 above plus a rate at one and one-half (1 ½) times their basic rate of pay for all hours worked that day in addition to the holiday pay.

- 23.4 In computing overtime, holidays shall be counted as days worked; however, if a holiday falls on an employee's regular day off, then the holiday shall not be counted as time worked.
- 23.5 In order to be paid for a holiday, an employee must work or be in a pre-approved paid leave status (PTO, sick, vacation, jury duty or bereavement leave) the scheduled workday before and after the holiday. Upon furnishing a doctor's excuse for a minimal notice PTO leave, the PTO may be approved at the discretion of the department head.

Article 24
Vacation Leave

- 24.1 For employees hired prior to October 1, 2004, who chose the vacation and sick leave plan, vacation leave shall accrue as follows:

<u>Years of Service</u>	<u>Length of Vacation</u>
0-Less than 1 Year	5 days (40 hours)
1 Year-Less than 5 Years	10 days (80 hours)
5 Years-Less than 15 Years	15 days (120 Hours)
15 Years Plus	20 days (160 hours)

- 24.2 Pay for vacation leave shall be based on the rate of pay of the employee at the time the vacation is taken, computed on the employee's regularly scheduled workweek.
- 24.3 Management will approve vacation based on a first-come, first-served basis. In the event of a conflict, seniority rules. Leave forms shall be submitted no earlier than six months in advance and no later than seventy-two (72) hours notice before the requested leave would commence for management consideration of approval, unless extenuating circumstances arise. Management will furnish the employee with a valid reason for any denied vacation time.
- 24.4 Employees will be eligible to use vacation time as it accrues.
- 24.5 Absence due to sickness that is in excess of sick leave accrued may be charged to vacation leave upon the request of the employee.
- 24.6 An employee shall not be charged vacation leave for a holiday.
- 24.7 Unused vacation leave shall be paid an employee upon termination from City employment at the regular rate of pay received immediately prior to termination.

Article 25
Paid Time Off (PTO)

- 25.1 Full time employees will earn the following Paid Time Off (PTO) benefits:

Less than 1 year	7 days (56 hours)
1 year less than 5 years	20 days (160 hours)
5 years less than 10 years	25 days (200 hours)
10 years less than 15 years	28 days (224 hours)
15 plus years	32 days (256 hours)

- 25.2 Pay for PTO's shall be based on the rate of pay of the employee at the time the PTO is taken.

- 25.3 An employee will not be charged PTO time for holidays.
- 25.4 Employees will be eligible to use PTO time as it accrues.
- 25.5 Management will approve PTO's based on a first-come, first-served basis. In the event of a conflict, seniority rules. Leave forms shall be submitted no earlier than six months in advance and no later than seventy-two (72) hours notice before the requested leave would commence for management consideration of approval, unless extenuating circumstances arise. Management will furnish the employee with a valid reason for any denied PTO time.
- 25.6 Each employee will be allowed four (4) PTO absences with minimal notice (15 minutes prior to the start of the shift) on a rolling six month basis. More than one minimal notice occurrence per month will require management's approval. A doctor's statement may be required for each additional minimum notice PTO.
- 25.7 Employees will be allowed to carry forward unused PTO's up to a maximum of twelve hundred (1200) hours.
- 25.8 Employees who opted into the PTO plan when initially offered in 2004 may have accrued sick leave time kept in a separate bank. Employees will be allowed to use this sick leave time with a doctor's statement. Employees will be allowed to use time from this bank for illness or injury for their spouse or children provided they reside in the same household and they present a doctor's statement stating their presence is needed. Article 27 of this agreement will govern sick leave sell back of any accrued sick leave remaining in this bank on the employee's departure from the city.
- 25.9 There are no provisions for any type of sell back (including Christmas sell-back) of any accrued PTO time. Employees who take the PTO option will use this time in place of the current articles in this agreement that govern time off for sick leave and vacation time. Bereavement leave will remain as is and bereavement leave will not be charged to PTO time.
- 25.10 Employees have sixty days from the effective date of this agreement to opt into the PTO plan. All employees hired after October 1, 2004, are automatically on the PTO plan.

Article 26

Sick Leave

- 26.1 For every forty (40) hours worked, an employee will be credited with 2.0 hours sick leave. Sick leave is available to employees to use as accrued.

- 26.2 Employees may accrue a maximum of 1200 hours of sick leave, as provided herein. However, sick leave sell back benefits are limited to hours shown in Article 27-Sick Leave Sell Back Benefits for employees hired prior to March 24, 1997.
- 26.3 Sick leave may be used for an illness to a member of the employee's immediate family provided a doctor's statement is received stating that it was necessary for the employee to be absent to care for the family member, if required by the Department. Members of the employee's immediate family are defined in Article 22-Bereavement Leave. An employee using sick leave for this purpose for ten (10) consecutive days or more must request leave under the Family Medical Leave Act covered in the Personnel Policy Manual.
- 26.4 The City, at its discretion, may require any employee to present a doctor's certificate stating that the employee was unable to work to support the sick leave taken. Failure to provide a certificate required will result in the employee being charged absence without leave which will result in loss of pay for the time missed.
- 26.5 Employees shall have the option to sell back to the City twelve (12) hours sick leave the last pay period prior to the Christmas Holiday period provided the employee has used less than twenty-four (24) hours during the fiscal year.
- 26.6 To be eligible to use sick leave, the employee shall call in at least fifteen (15) minutes prior, to the start of the employee's shift, unless extenuating circumstances prohibit.

Article 27

Sick Leave Sell Back Benefits

- 27.1 If an employee has worked for the City for a minimum of ten (10) years prior to March 24, 1997, and has reached the normal retirement age and retires or dies, he, (or, in the event of death of the employee, the designated beneficiary) will be paid for the accumulated sick leave up to a maximum of 1,200 hours.
- 27.2 If an employee hired prior to March 24, 1997, has worked for the City for a minimum of three (3), but less than ten (10) years prior to March 24, 1997, and has reached the normal retirement age and retires or dies, he (or, in the event of death of the employee, the designated beneficiary) will be paid for all accumulated sick leave up to a maximum of 700 hours.
- 27.3 If an employee hired prior to March 24, 1997, has worked for the City for three (3) years or less prior to March 24, 1997, and has reached the normal retirement age and retires or dies, he (or, in the event of death of the employee, the designated beneficiary) will be paid for all accumulated hours up to 300 hours.
- 27.4 An employee otherwise eligible for sick leave sell-back benefits who has not reached the early or normal retirement age, but whose employment with the City

has ended for reasons other than discharge for cause, shall collect an amount for sick leave which shall be discounted at the rate prevailing in accordance with the Five Year Treasury Constant Maturity Index rate in effect thirty days prior to the employee's separation date.

- 27.5 The provisions of the foregoing provisions of Section 27 shall only be available to bargaining unit employees who were hired prior to March 24, 1997, and are employees in good standing at the time of making application for sick leave sell back benefits provided herein. No sick leave sell-back benefits are available to employees hired after March 24, 1997.

Article 28

Family Medical Leave

- 28.1 Both parties hereto agree to comply with Federal law in regard to family medical leave under the Family Medical Leave Act (FMLA) provisions to include the serious illness of the employee, birth or adoption of child, care of a spouse, child or parents with a serious illness, or for a qualifying military exigency.

Article 29

Medical Insurance

- 29.1 The City shall provide individual basic medical insurance protection for employees. Employees hired prior to October 1, 2013, shall contribute forty-five percent (45%) of the cost of insurance for dependent coverage. Employees hired on or after January 1, 2014, shall contribute fifty percent (50%) of the cost of insurance for dependent coverage for the period of this agreement.

Article 30

Life Insurance

- 30.1 The City agrees to provide term life insurance coverage for employees at no cost to employees. The benefit provided shall be one times the employee's annual salary, rounded to the nearest thousand, and recalculated annually.

Article 31

Pension Plan

- 31.1 The city provides for a qualified contributory pension plan, *The General Employees Pension Plan*, with a six year vesting period. Both the City and the employees contribute to the fund. The City agrees to maintain a qualified pension plan as it now exists. Any change to the plan that requires an increase in the employee contribution shall be mutually agreed upon by the employees, the City, and the General Employees Pension Board.

Article 32

Discipline

- 32.1 An employee may be disciplined only for just cause. The parties understand that employees are subject to all applicable personnel policies of the city and the respective Departments. Under normal circumstances, the employee and the Union shall be notified of a proposed action (excluding oral warnings) within ten (10) working days of the date of the incident giving rise to the charges. If extenuating circumstances exist, the Department Head will inform the Union President that there will be a delay in the discipline process.
- 32.2 Disciplinary actions involving discharge, demotion, and suspension with loss of pay shall be subject to the Grievance procedure provisions of this Agreement, Article 16, and will be initiated at step 2 of the process. All other grievances involving discipline must be filed at the appropriate step as defined in Article 16 – Grievance Procedures.
- 32.3 The Union agrees that some specific offenses by employees are causes for immediate discharge. It is understood that these offenses are contained in the City's Personnel Policy Manual and are specifically made a part of this Agreement.
- 32.4 Changes to existing rules or new rules or the application of these rules may be subject of discussion between the Union and the City Manager.

Article 33

Uniforms

- 33.1 The City will appropriate three hundred-dollars (\$300~~175~~) per employee for the purchase of uniforms per fiscal period with the exception of Maintenance department employees who perform automotive maintenance duties as their primary job function; the automotive maintenance employees will be provided a uniform service, as determined by the City, in lieu of the three hundred-dollar (\$300~~175~~) uniform purchase allotment. The employee will be allowed to purchase uniform wear as needed up to the appropriated dollar amount; these purchases may include shirts, slacks, shorts (if wearing of shorts is not a safety issue), hats, jackets, and rain gear, and must have City emblem if feasible. Employees will be required to be in uniform when on duty. Uniforms will not be worn while in an off-duty status except while traveling to and from work. Administrative positions will receive a clothing allowance of one hundred-seventy-five dollars (\$175) per year.
- 33.2 The employee will provide for the cleaning and repair of uniforms. Upon leaving City employment, all uniform shirts will be returned.
- 33.3 The City and the Union will work toward a standardized uniform policy. The expected timeframe for development and implementation is one year from the effective date of this agreement.

- 33.4 The City will appropriate funds for the purchase of one Class A and two Class B uniforms for Communication Officers in the Police Department at a cost not to exceed \$250 per fiscal year.

Article 34

Safety and Health

- 34.1 The City agrees to comply with safety, health, sanitation, and working conditions properly required by federal, state, and local law. The City and the Union will cooperate in the continuing objective of eliminating safety and health hazards in the workplace. No employee shall be directed to operate unsafe equipment and perform work considered to be unsafe.
- 34.2 In compliance with established safety practices and laws, the City agrees to provide personal protective equipment, safety wearing apparel and other necessary equipment required to protect employees from injury or disease. Safety apparel shall include safety boots, safety glasses, gloves, hard hats, ear protection, and chaps.
- 34.3 The City agrees to provide safety boots each fiscal period during the contract period, at a maximum cost of ~~three hundred-dollars (\$300+50)~~ per employee. The union agrees that safety boots are to be worn by all employees who perform maintenance work. Safety boots must meet ANSI standards, #241.1-1991.
- 34.4 The City agrees to subsidize up to ~~three hundred-dollars (\$300+50)~~ toward the purchase of prescription safety glasses once every two years. Safety glasses must meet ANSI standards, #287.1 and have side shields. The union agrees that side shields must be worn on all safety glasses while on duty.
- 34.5 Failure of employees to wear appropriate personal protective equipment for the job being performed will be considered willful neglect subject to discipline. Employees who fail to follow established safety regulations, use all personal protective equipment provided by the City, and work in a safe manner shall constitute just cause for discipline up to and including termination.
- 34.6 The City shall maintain a Safety Committee and the Union shall have representation on the committee as outlined in Ordinance 2000-90.
- 34.7 The City agrees to provide first-aid kits that are accessible to employees. The City also agrees to provide transportation to medical facilities if an employee injured on the job requires such transportation.

- 34.8 The City agrees to provide Bloodborne Pathogen Training to all employees. The City agrees to provide Hepatitis B inoculations at no cost for employees in at-risk positions, if the employee so desires.
- 34.9 All employees are required to use seat belts or the occupant restraint system provided when driving or riding in City vehicles or in a personal vehicle on City business. Violations of this provision will result in disciplinary action following progressive discipline steps.

Article 35

Workers' Compensation

- 35.1 Workers' compensation benefits will be provided in accordance with the Workers' Compensation Law, Chapter 440, Florida Statutes, to an employee who is disabled because of an on-the-job injury arising out of, and in the course of, activities related to his employment.
- 35.2 An employee who sustains an injury resulting in disability which is compensable under the Worker's Compensation Law shall be carried in full pay status for a period not exceeding thirteen (13) weeks. While being carried in full pay status, any compensation received by the employee from the Workers Compensation carrier shall be submitted to the City Finance department. Under no circumstances shall the employee receive more than one hundred percent of regular earnings while on Workers Compensation leave. Such pay will be contingent upon written confirmation of inability to work from the attending physician treating the employee.
- 35.3 If the employee is unable to resume work at the end of the thirteen (13) week period, Workers' Compensation payments will commence. The employee may elect to use his sick leave and vacation leave to make up the difference between the Worker's Compensation payment and his base salary. If the employee desires to use accrued leave to supplement Worker's Compensation payments, the employee must request the leave in writing to his supervisor. The employee's department will report the hours used to Payroll on a bi-weekly basis. If a holiday occurs during the employee's absence, and accrued leave is being used, the supplement for the holiday shall be charged to holiday pay.
- 35.4 Employees who elect to use accrued leave to supplement Workers' Compensation payment will continue to accrue PTO or sick and vacation leave. When the employee is placed on a leave without pay status or if he elects to not use accrued leave to supplement Workers' Compensation payments, no leave accrual will occur.
- 35.5 Failure to return to work upon release by the attending physician for a period of three scheduled workdays will be treated as a resignation.

- 35.6 If an employee covered under Section 20.4 based upon written medical certification cannot return to duty, or to light duty (if available), within 26 weeks from the date of injury, the employee's pay will revert exclusively to Workers' Compensation payments. An employee in Workers' Compensation status will not accrue leave benefits.

Article 36

Drug and Alcohol Testing

- 36.1 In the interest of public and employee safety, and the professional image of City government, the City has implemented a drug and alcohol free workplace policy. The Union agrees to support the City policy and understands that random, reasonable suspicion, and post-accident drug and alcohol testing will be required of employees in the bargaining unit. Any employee who refuses to comply with a legitimate order for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, substitutions, or any other means shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.
- 36.2 The number of employees randomly selected for drug and alcohol testing during a twelve (12) month period shall equal an annual rate of not more than 50% of the total number of bargaining unit members subject to testing. Random testing will occur while the employee is on-duty.
- 36.3 An employee who voluntarily acknowledges a problem with drug or alcohol use or abuse to their supervisor, will immediately be removed from driving or other safety-sensitive functions and will be referred to the EAP for counseling and treatment provided the employee:
- Is not under administrative or criminal investigation or arrest for an alcohol or drug related matter;
 - Has not been notified by his department to comply with a legitimate order for testing pursuant to the City policy; or
 - Who has not tested positive for alcohol or a controlled substance during his employment with the City.

Article 37

Entire Agreement

- 37.1 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except that the parties may agree mutually to negotiate other Articles.
- 37.2 The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and

proposals with respect to any subject of matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article 38

Severability

- 38.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with F. S. 447.309.3, then such provision shall not be applicable, performed or enforced. In such event, the parties shall meet within thirty (30) days in an attempt to modify the invalid provision by good faith negotiations. The remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 39

Duration

- 39.1 This Agreement shall be in full force and effect as of the 1st day of October, 201~~85~~, and shall remain in full force and effect through September 30, 20~~18~~, and thereafter from year to year unless notice is given in writing by either party to the other at least ninety (90) days prior to the expiration date or any anniversary thereafter of intent to modify or change the Agreement. The City may increase the salary schedule in Appendix A unilaterally, as it deems appropriate. This Agreement shall remain in full force and effect during the period of negotiations of any successor agreement.
- 39.2 In the event the City and the Union fail to secure a successor agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time, provided that any such successor agreement will be effective as of the date agreed upon and will not necessarily be retroactive to the expiration date of this Agreement.
- 39.3 If it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the

time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

39.4 The parties mutually agree that this agreement shall open on March 1, 2019 and shall be limited to Article 14 Wages, Advancement and Job Classification. Failure to reach agreement by April 30, 2019 shall result in the expiration of the agreement in its entirety.

WITNESS, our hand and sealeds this _____ day of _____, 2019~~85~~, in Fernandina Beach, Florida.

~~CITY OF FERNANDINA BEACH~~ _____ ~~CITY OF FERNANDINA BEACH~~

DALE MARTIN
City Manager

EDWARD E. BONER
Mayor ~~Commissioner~~

ATTEST:

CAROLINE BEST
City Clerk

UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS,
LOCAL 2044

JASON WEITZEL
Council Representative

ATTEST:

~~J.R. MURALLO~~ Chad Manning
Bargaining Committee, UBC, Local 2044

JOE EVANS
Bargaining Committee, UBC, Local 2044

WILLIAM "TREY" RIMES

—Bargaining Committee, UBC, Local 2044 CITY OF FERNANDINA BEACH CITY OF FERNANDINA BEACH

DALE L. MARTIN
City Manager

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS,
LOCAL 2044

JASON WEITZEL
Council Representative

ATTEST:

CHAD MANNING
Bargaining Committee, UBC, Local 2044

JOE EVANS

Bargaining Committee, UBC, Local 2044

WILLIAM “TREY” RIMES

Bargaining Committee, UBC, Local 2044



Carpenters Industrial Council

United Brotherhood of Carpenters and Joiners of America

12788 SE Stark St
Portland, OR 97233
Phone: 503-228-0235
Fax: 503-228-0245

404 North Main Street, Suite 205
Oshkosh, WI 54901
Phone: 920-426-2700
Fax: 920-426-2727

www.cic-ubc.org

November 30, 2018

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

To It May Concern:

This letter is to confirm that the proposal from the city of Fernandina Beach with a term beginning on October 1, 2018 and ending on September 30, 2021, was properly placed before members of the bargaining unit as covered by the collective bargaining agreement between the City and Local 2044 of the United Brotherhood of Carpenters and Joiners of America on November 29, 2018 and was ratified by a majority of those voting via secret ballot.

Sincerely,



Jason H Weitzel
Council Representative

Cc: Local 2044

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-17
Sole Source Vendor Approval - Northeast Florida Regional Council

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-17

SYNOPSIS: The attached Resolution approves Northeast Florida Regional Council as the sole source vendor to complete the Evaluation and Appraisal Review (EAR) report. Sole source has been requested as the NEFRC is the primary data resource for information pertaining to the work which needs to be completed.

FISCAL IMPACT: Funding is allocated in Planning & Conservation Professional Services account, 0011500 53100 in Fiscal Year 2018/2019.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-17.

Dale Martin, City Manager 01/24/2019

Pauline Testagrose, Comptroller 01/24/2019

Tammi E. Bach, City Attorney 01/25/2019

Kelly N. Gibson, AICP

Date: January 17, 2019

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING NORTHEAST FLORIDA REGIONAL COUNCIL (NEFRC) AS THE SOLE SOURCE VENDOR FOR COMPLETION OF THE EVALUATION AND APPRAISAL REVIEW (EAR) REPORT OF THE CITY'S 2030 COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED \$50,000; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, F.S. 163.3191 requires the City to complete an Evaluation and Appraisal Review of its Comprehensive Plan every seven years; and

WHEREAS, the purpose of this Resolution is to approve the sole source purchase of consulting services from the Northeast Florida Regional Council in an amount not to exceed \$50,000.00; and

WHEREAS, funding is allocated in Planning & Conservation Professional Services account, 0011500 53100 in Fiscal Year 2018/2019.

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

SECTION 1. The City Commission hereby approves the sole source purchase of consulting services for completion of its Evaluation and Appraisal Review (EAR) Report of its 2030 Comprehensive Plan in an amount not to exceed of \$50,000.

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

ADOPTED this 5th day of February, 2019.

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

Attachment A: Scope of Services

Evaluation and Appraisal of the Comprehensive Plan

City of Fernandina Beach

Research Phase (Estimated one Month)

1. NEFRC staff (the team) will review Chapter 163, F.S. and Chapter 9J-F.A.C for changes made subsequent to the last EAR, and will note them.
2. The team will review the current goals, objectives and policies for consistency with the current Strategic Regional Policy Plan (SRPP).
3. The team will assemble data related to Fernandina Beach in the areas required to be covered in a Comprehensive Plan, sufficient to support a community conversation about the current state of the City. In addition, County ALICE (Asset-limited, Income-constrained, Employed) data and public health data will be provided. Where the City's best available data does not match the current maps or background data, this data will be provided to NEFRC.
4. The City will provide the word version of the plan and the shapefiles associated with all maps adopted into the plan or included in the background data and analysis.

Outreach Phase (Estimated Three Months)

5. The team will meet with City staff to review their findings. Outcomes of this meeting will include agreement on the policy areas to be covered in the plan, the grouping of them appropriate for public open house meetings (up to four- see proposed grouping), a schedule for the meetings and the planning horizon for the updated plan. NEFRC and City staff will agree on the marketing and communication methods that will be used to reach out to the entire community. Coordination with Nassau Transit will be required to ensure all residents have access to the meetings. Attendance at the public open house meetings will be strongly recommended to members of the Planning Advisory Board and the City Commission. City staff will report to both as meetings progress. The goal of public workshops is to inform the public of required changes, discuss how the changes might be addressed and get their input on the policy areas generally.
6. The City will advertise and host and NEFRC will staff the open houses. The current plan, the statutory changes list, the FLUM, the SRPP and the team's findings during the research phase will all be available as background materials for the public at the meetings, and will be posted on a page of the NEFRC website devoted to the plan. The public will be able to comment through an e-mail link on the webpage. The team prefers an open house meeting format to encourage participation, and will produce an on-line survey for those unable to attend the meetings. Elected officials will be encouraged to attend these meetings, to speak to their friends and neighbors about the plan, and to share their insights with the City and the team as the process proceeds.
7. The team will summarize the results of the open house meetings and survey. All public comments through e-mail will be assembled. These deliverables will be provided to City staff.

EAR Phase (Estimated Two Months)

8. The team will synthesize the statutory changes, any inconsistencies with the SRPP, the input from public open house meetings, a summary of the data and additional issues to be covered in the Plan update, if any, into a draft of the Evaluation and Appraisal Report (EAR). This will be provided to City staff for review and comment.

EAR Approval Phase (Estimated Two Months)

9. Once City staff comments are incorporated, a joint workshop between the Planning Advisory Board and the City Commission, conducted by the team, will be scheduled. The same marketing, communication and access strategies used for the public open house meetings will be used to inform the public and everyone who attended a public open house will be invited by e-mail to attend the workshop.
10. The results of the workshop will be factored in by the team, and a final draft of the EAR will be considered by the Planning Advisory Board and the City Commission. The team will attend up to two meetings in support of this effort. The City Commission will act on a final EAR to be sent to the Department of Economic Opportunity by September 2019.

*Note Regarding Meetings

The estimate of hours included in the budget reflects the number of meetings included in the scope. Additional meetings will be billed based on time, travel and materials and will exceed the budget estimates.

For Consideration: Potential Grouping of Comprehensive Plan Elements for Public Open House Meetings

Group 1

- Future Land Use Element
- Housing Element
- Public School Facilities Element
- Historic Preservation Element

Group 2

- Economic Development Element
- Port Facilities Element

Group 3

- Multi-Modal Transportation Element
- Public Facilities Element
- Intergovernmental Coordination Element
- Capital Improvement Element

Group 4

- Conservation and Coastal Management Element
- Recreation & Open Space Element

Attachment B: Budget and Method of Compensation

1. PROJECT IDENTIFICATION

Evaluation and Appraisal Review of the Comprehensive Plan for the City of Fernandina Beach.

2. METHOD OF COMPENSATION

A. COMPENSATION:

For the satisfactory performance of services detailed herein, the NEFRC shall be paid according to the rates and fees identified herein.

SCOPE OF SERVICES TASKS	NEFRC Personnel		
	Planners	Administration	Designer
	\$ 95.00	\$ 65.00	\$ 50.00
Task 1. Research	80	10	0
Task 2. Outreach	60	10	0
Task 3. Plan Update	260	20	20
Task 4. Approval	50		
Travel Time	20	6	0
TOTAL HOURS	470	46	20
SUBTOTAL - STAFF FEES	\$ 44,650.00	\$ 2,990.00	\$ 1,000.00
Reimbursable Expenses			
Printing Costs (\$.20/page)	1,000		
Travel Mileage	1,430		
Travel Costs (@ \$.445/mile)	\$ 636.35		
ESTIMATED CONTRACT AMOUNT	\$ 49,476.35		

B. PAYMENTS:

The NEFRC shall submit invoices in a format acceptable to the City. The NEFRC shall invoice based on City receipt and approval of deliverables and task completion. Payment shall be made within 30 days of submission of invoice(s) accompanied with supporting documentation for completion of tasks.

C. NEFRC Hourly Rates

Planners	\$95.00
Administration	\$65.00
Graphics	\$50.00

3. SCHEDULE

This contract will expire on September 30, 2019, unless mutually extended by both parties.

4. TRAVEL

Travel cost is \$0.445 per mile.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-18
Sole Source Purchase Approval - RPM Lumber

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-18

SYNOPSIS: The Peck Center building falls under the guidelines of the Historic District Council (HDC). The proposed doors were approved by the HDC on January 15, 2019 (HDCSA2019-0006). These doors will replace the entry doors on the south, east, and west accesses. The design of the doors will be based on historical photographs of the building.

Staff proposes that the sole source purchase of three custom entry doors in the amount of \$32,277.48 be awarded to RPM Lumber. RPM lumber, our local Andersen distributor, has supplied the City with replacement windows for the Peck Center. RPM is the only area vendor that can supply these custom historic replica doors.

FISCAL IMPACT: This project is included in the FY 2018/2019 budget and funds are available in the Peck Improvements account, 3007220 56300, Project #19028 - Replace Peck Center Doors.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-18.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	01/17/2019
Nicole Bednar, Administrative Services Manager	01/23/2019
Dale Martin, City Manager	01/24/2019
Pauline Testagrose, Comptroller	01/24/2019
Tammi E. Bach, City Attorney	01/25/2019
Katie Newton, Legal Assistant	01/25/2019

Date: January 16, 2019

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2019-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE SOLE SOURCE PURCHASE OF DOORS FOR THE PECK CENTER FROM RPM LUMBER IN THE AMOUNT OF \$32,277.48; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Project #19028 for the replacement of the Peck Center doors has funding allocated in Fiscal Year 2018/2019 in the Peck Improvements account, 3007220 56300; and

WHEREAS, the purpose of this Resolution is to approve the sole source purchase of three custom doors from RPM lumber in the amount of \$32,277.48; and

WHEREAS, the Peck Center building falls under the guidelines of the Historic District Council (HDC) and the proposed doors were approved by the HDC on January 15, 2019; and

WHEREAS, these doors will match the historical photographs of the Peck Center and retain the architectural character of the portion of structure that falls under the guidelines of the HDC.

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

SECTION 1. The City Commission hereby approves the sole source purchase of replacement doors from RPM Lumber for the Peck Center in the amount of \$32,277.48.

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

ADOPTED this 5th day of February, 2019.

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



PLAN DETAILED REPORT HDCSA2019-0006 FOR CITY OF FERNANDINA BEACH

Plan Type: HDC - Staff Review
Work Class: HDC Staff Review
Status: Approved
Valuation: \$0.00
Description: Certificate of Approval (COA) to replace entry doors on S, E, & W elevations w/custom milled mahogany doors by Anderson. Design based on original photographs.

Project:
District:
Square Feet: 0.00
Assigned To: Salvatore Cumella

App Date: 01/15/2019
Exp Date: 02/14/2019
Completed: 01/15/2019
Approval
Expire Date: 01/15/2020

Parcel: 00-00-31-1800-0144-0010 Main	Address: 516 S 10Th St Fernandina Beach, 32034 Main	Zone: PI-1(Public Institutional)
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Applicant City of Fernandina Beach Business: 9043103314	Owner City of Fernandina Beach 516 S. 10th Street Fernandina Beach, FL 32034
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Activity Type	Activity Number	Name	User	Created On
HDC Application Checklist	APP-000028-2019		Salvatore Cumella	01/15/2019



Andersen Windows - Abbreviated Quote Report

Project Name: PECK DOORS / COF



Quote #: 11308

Print Date: 12/20/2018

Quote Date: 12/12/2018

iQ Version: 18.2

Dealer: RPM LUMBER

86289 PAGES DAIRY ROAD

YULEE, FL

904-225-5633

Sales Rep: TOM FREDERICKSON

Created By:

Customer: RPM

Billing

Address:

Phone:

Fax:

Contact:

Trade ID: 099008

Promotion Code:

Item	Qty	Item Size (Operation)	Location
0001	2		

RO Size = N/A Unit Size = N/A

Not Applicable

PARADIGM QUOTE # 329934, LINE 100-1:Custom Entry Door Double,74" X 85 1/4"Wood, Mahogany Ext,Unfinished, Mahogany Int,UnfinishedOutswing, Low Profile Threshold (LPT), Mill AppearanceOperation/Handing: Active - Active (AALR)Right AstragalWood Mahogany Ext, Unfinished,Mahogany Int,UnfinishedSlab Thickness 1 3/4"Stiles(4 3/4") Bottom Rail(10") Top Rail(7 1/2")Panel Type: Raised PanelHigh Performance Low E4, Tempered, ArgonDivided Light with Spacer, Colonial, As DrawnPermanent Exterior, Permanent Interior. Interior Profile,PF1722 (1 1/8" Wood),Mahogany, Unfinished. ExteriorProfile, PF1722 (1 1/8" Wood), Mahogany, Unfinished.Hinges - BallBearing, Satin NickelNo Flush BoltsMahogany, WM180 Brickmould, Installed, Head and Sides, 4 9/16" Base jamb

0002 1

RO Size = N/A Unit Size = N/A

Not Applicable

PARADIGM QUOTE # 329934, LINE 300-1:Custom Entry Door Double,74" X 85 1/4"Wood, Mahogany Ext,Unfinished, Mahogany Int,UnfinishedOutswing, Low Profile Threshold (LPT), Mill AppearanceOperation/Handing: Active - Active (AALR)Right AstragalWood Mahogany Ext, Unfinished,Mahogany Int,UnfinishedSlab Thickness 1 3/4"Stiles(4 3/4") Bottom Rail(10") Top Rail(7 1/2")Panel Type: Raised PanelHigh Performance Low E4, Tempered, ArgonDivided Light with Spacer, Colonial, As DrawnPermanent Exterior, Permanent Interior. Interior Profile,PF1722 (1 1/8"Wood), Mahogany, Unfinished. ExteriorProfile, PF1722 (1 1/8" Wood), Mahogany, Unfinished.Hinges -Ball Bearing, Satin NickelNo Flush BoltsMahogany, WM180 Brickmould, Installed, Head and Sides49/16" Base Jamb

Item	Qty	Item Size (Operation)	Location		
			Total Load Factor	Subtotal	\$ 32,277.48
Customer Signature			0.000	Tax (7.000%)	\$ 2,259.42
				Grand Total	\$ 34,536.90

Dealer Signature

**** All graphics viewed from the exterior**

**** Rough opening dimensions are minimums and may need to be increased to allow for use of building wraps or flashings or sill panning or brackets or fasteners or other items.**



Ask to see if all of the products you purchase can be upgraded to be ENERGY STAR® certified.



This image indicates that the product selected is certified in the US ENERGY STAR® climate zone that you have selected.

Data is current as of August 2018. This data may change over time due to ongoing product changes or updated test results or requirements. Ratings for all sizes are specified by NFRC for testing and certification. Ratings may vary depending on the use of tempered glass or different grille options or glass for high altitudes etc.

Nexia is a registered trademark of Ingersoll Rand Inc.

Project Comments:

AW Quote Number- 23277813 Paradigm Quote Number-329934

DOORS ARE NOT FL APPROVED

PLEASE VERIFY;
ALL SPECS
DP
SIZES
OPERATION
STYLE
PANEL DIMENSIONS

THIS QUOTE DOES NOT INCLUDE;
INSTALLATION LABOR OR MATERIALS
DOOR HARDWARE (PULLS, PLATES , CLOSER ETC)

THE PURCHASER IS RESPONSIBLE FOR ALL DESIGN CRITERIA AND MEETING ALL BUILDING CODES. QUANTITIES AND SPECIFICATIONS HAVE BEEN VERIFIED AND ACCEPTED BY THE PURCHASER.

Item	Qty	Item Size (Operation)	Location
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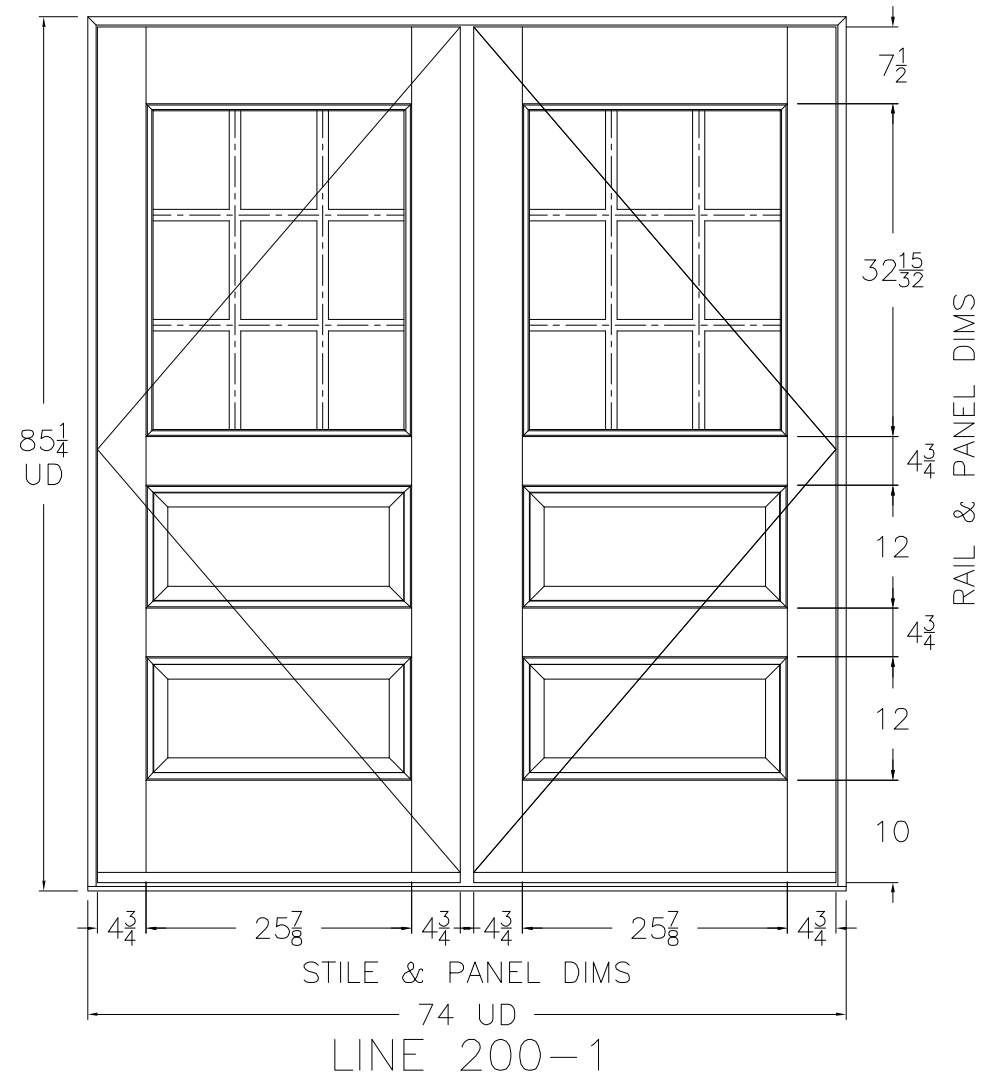
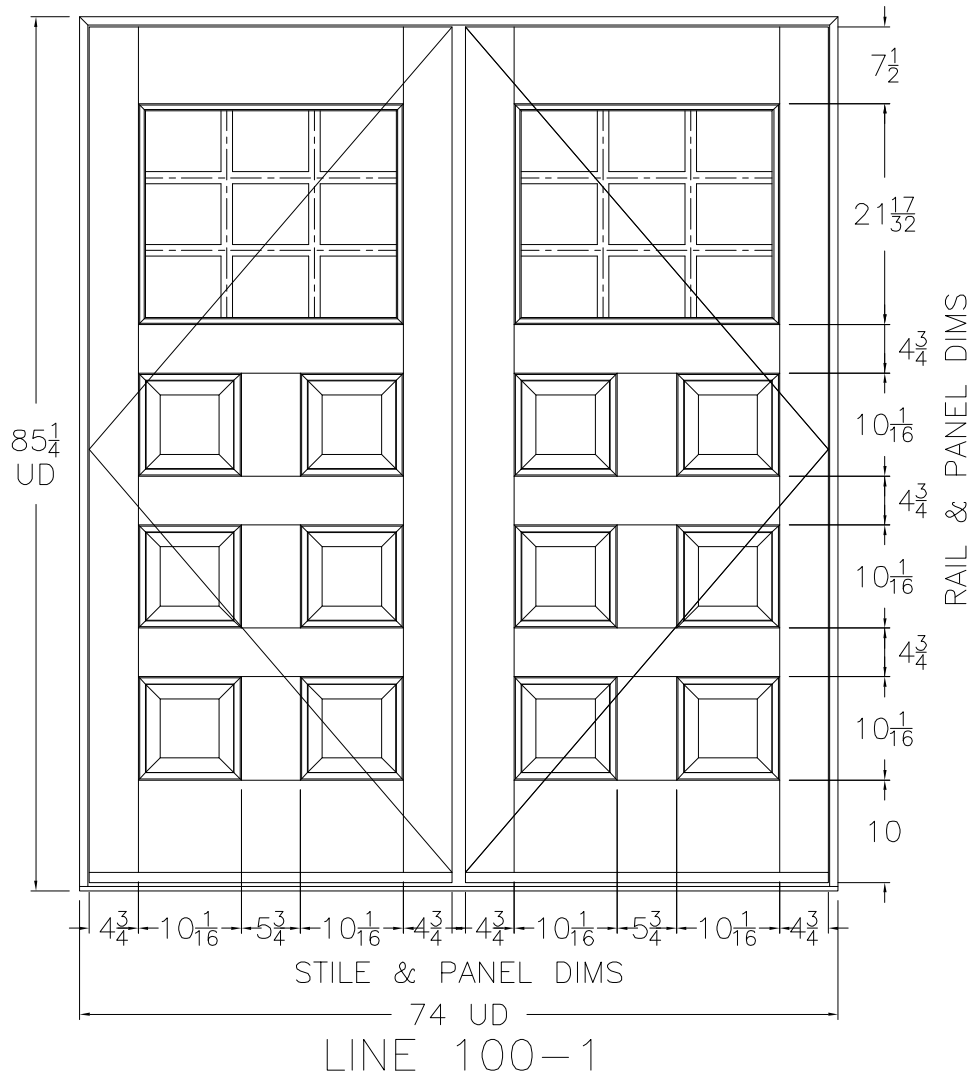
PRODUCTS CAN NOT BE CHANGED,CANCELED OR RETURNED AFTER BEING ORDERED. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE BY RPM WOOD PRODUCTS, INC. AS TO MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE.

THE PRODUCT MANUFACTURER IS RESPONSIBLE FOR WARRANTIES, IF ANY. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE



QUOTE# 329934 SIGNOFF CJN12

EXTERIOR VIEW



Customer: _____
Date: _____
Job #: _____

1-1/8" HDN FDL

12.12.2018

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2019-19
Change Order Approval - Fender Marine Construction

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-19

SYNOPSIS: The City issued Invitation to Bid #18-12 for the repairs and replacement of the Southern Attenuator at the Fernandina Beach Harbor Marina. On July 17, 2018, the City Commission awarded the bid to Fender Marine Construction in the amount of \$6,152,565.94.

Following commencement of this project, additional work has been identified related to the southern wave attenuator utility trough and concrete dock.

Fender Marine Construction submitted Change Order #1 related to the Southern Wave Attenuator Utility Trough in the amount of \$102,954.69.

Fender Marine Construction also submitted Change Order #2 related to the Southern Wave Attenuator Concrete Dock in the amount of \$54,654.96.

FISCAL IMPACT: Funding for this project has been budgeted in the Marina Improvements account, 480 56300; funding for Change Order #'s 1 and 2 is available in the same account.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-19.

Dale Martin, City Manager	01/24/2019
Pauline Testagrose, Comptroller	01/24/2019
Tammi E. Bach, City Attorney	01/25/2019

Date: January 18, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING CHANGE ORDER #'S 1 AND 2 WITH FENDER MARINE CONSTRUCTION IN THE AMOUNTS OF \$102,954.69 AND \$54,654.96, RESPECTIVELY, TO INCLUDE ADDITIONAL WORK ON THE SOUTHERN WAVE ATTENUATOR UTILITY TROUGH AND SOUTHERN WAVE ATTENUATOR CONCRETE DOCK AT THE FERNANDINA BEACH HARBOR MARINA; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation to Bid #18-12 for the repairs and replacement of the Southern Attenuator at the Fernandina Beach Harbor Marina; and

WHEREAS, on July 17, 2018, the City Commission awarded the bid to Fender Marine Construction in the amount of \$6,152,565.94; and

WHEREAS, following commencement of this project, additional work has been identified related to the southern wave attenuator utility trough and concrete dock; and

WHEREAS, Fender Marine Construction submitted Change Order #1 related to the Southern Wave Attenuator Utility Trough in the amount of \$102,954.69; and

WHEREAS, Fender Marine Construction also submitted Change Order #2 related to the Southern Wave Attenuator Concrete Dock in the amount of \$54,654.96; and

WHEREAS, funding for this project has been budgeted in the Marina Improvements account, 480 56300; funding for Change Order #'s 1 and 2 is available in the same account.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AS FOLLOWS:

SECTION 1. The City Commission hereby approves Change Order #'s 1 and 2 with Fender Marine Construction and authorizes increasing the total project cost to \$6,310,175.59.

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

ADOPTED this 5th day of February, 2019.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A Miller
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above a horizontal line.

Tammi E. Bach
City Attorney

1. **ENTIRE AGREEMENT** - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties, unless otherwise stated on the face of the order. No modification or waiver of terms of the agreement shall be binding unless in writing, signed by the City Manager and confirmed by a representative of the Contractor/Vendor/Seller. This agreement shall be interpreted in accordance with the laws of the State of Florida.
2. **DELIVERIES** - In the event of failure to deliver material of the quality or within the time specified, City may cancel the order and buy elsewhere. Failure of City to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.
3. **INSPECTIONS** - Materials shall be received subject to City's right to inspect and test all materials at destination before acceptance. Contractor/Vendor/Seller shall pay transportation costs and the cost of inspecting and testing of materials which are rejected by City.
4. **ACCEPTANCE** - Payment for the goods or services covered by this order shall not constitute acceptance thereof. Shipment of any part of this order or start of work, if providing services, without written acceptance constitutes Contractor/Vendor/Seller's acceptance of this order and its condition.
5. **CONTINGENCIES** - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected, upon prompt written notice to the other party, shall be excused from making or taking deliveries or goods and/or services hereunder to the extent of such prevention or restriction. At City's option, deliveries so omitted shall be made on notice thereof to the Contractor/Vendor/Seller, upon cessation of such contingency, even though such might have been operative at the date of this order.
6. **GOVERNMENT REGULATIONS** - Contractor/Vendor/Seller warrants that all applicable laws and regulations of government authority, covering the production, sale and delivery of the materials and performance of services specified herein, have been complied with and shall indemnify and save City harmless from and against any liability or loss resulting from Contractor/Vendor/Seller's failure to do so.
7. **TAXES** - The City is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges, do not pay tax as the county or city will not reimburse you for the taxes paid. The City also is exempt from State Sales Tax.
8. **WARRANTIES** - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor/Vendor/Seller expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by City and shall be of best quality and fit and sufficient for the purpose for which purchased. If specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. City's failure to give notice to Contractor/Vendor/Seller of any breach of warranty shall not discharge Contractor/Vendor/Seller of any breach of warranty and shall not discharge Contractor/Vendor/Seller's liability therefor. Without limiting the generality of any of the foregoing, Contractor/Vendor/Seller agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by City.
9. **PATENTS** - Contractor/Vendor/Seller shall protect and indemnify City against all claims, judgments and expenses arising from infringement or alleged infringement of any third party's patent, copyright or other intellectual property rights by any of the goods delivered hereunder. Contractor/Vendor/Seller shall defend or settle at its own expense any proceeding brought against City for such infringements provided Contractor/Vendor/Seller is notified promptly of the commencement of such proceedings and is given authority, information and assistance by the City for the defense or settlement thereof.
10. **INSTALLATION** - If this order required the services of experts or employees on City's premises, such experts or employees shall not thereby be deemed to be the agents or employees of City. Such parties shall be subject to City's safety rules and fire regulations. Contractor/Vendor/Seller assumes full responsibility for their acts and omissions and agrees to save Buyer harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Contractor/Vendor/Seller will undertake to keep the materials and premises involved free from any lien whatsoever for materials and labor incident to the performance of personnel for a lump sum amount. Contractor/Vendor/Seller agrees to furnish an analysis thereof as Buyer may reasonably require for accounting purposes. Contractor/Vendor/Seller agrees to furnish an analysis thereof as City may reasonably require for accounting purposes. Contractor/Vendor/Seller shall be solely responsible for materials furnished by Buyer on other than a charge basis in connection with this order.
11. **NON-DISCLOSURE** - Without prior written consent of the City in each instance, Contractor/Vendor/Seller shall not reveal to a third party the details, characteristics or any information on materials made to the special order of City or use reproductions thereof in any promotional media or reveal that City is purchasing the materials ordered hereunder.
12. **ASSIGNMENT** - Contractor/Vendor/Seller shall not assign this order or any part thereof without written consent of the City. Such consent will not relieve Contractor/Vendor/Seller from its obligations and liabilities hereunder.
13. **CHANGES** - City reserves right to change specifications and delivery dates. Any resultant contract differences shall be equitably adjusted in writing.
14. **OCCUPATION SAFETY AND HEALTH ACT** - Contractor/Vendor/Seller certifies that all material, equipment, etc. supplied under terms of the Purchase Order meets all O.S.H.A. requirements. Contractor/Vendor/Seller further certifies that, if the material, equipment, etc. delivered is subsequently found to be deficient in accordance with any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the O.S.H.A. requirements shall be borne by the Contractor/Vendor/Seller.
15. **INDEMNIFICATION** - The parties recognize that Contractor/Vendor/Seller is an independent contractor. Contractor/Vendor/Seller agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, subcontractors, agents, and representatives. Contractor/Vendor/Seller's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor/Vendor/Seller against the City and Contractor/Vendor/Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained by Contractor/Vendor/Seller. In addition, Contractor/Vendor/Seller agrees to assume liability for and indemnify, hold harmless and defend the City, its mayor, commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of Contractor/Vendor/Seller's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with Contractor/Vendor/Seller's licensing of any software, hardware, uploads or downloads delivered to the City pursuant to this Purchase Order and/or arising out of the negligent or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, volunteers, representatives or agents. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
16. **INSURANCE** - If required by the City, Contractor/Vendor/Seller shall procure and maintain worker's compensation insurance and commercial general liability insurance satisfactory to the City, with liability limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the City naming the City as an additional insured and the supporting Endorsement page included. It is understood and agreed that the coverage afforded by Contractor/Vendor/Seller commercial general liability insurance also applies to City as an additional insured. Such policy shall provide that cancellation or changes to such insurance shall not occur without at least thirty (30) days prior written notice to the City. This requirement for proof of insurance may be modified only through approval of the applicable Department Director and the City Attorney.
17. **PURCHASE ORDER NUMBER** - Purchase Order Number must appear on all packages, packing slips, invoices and all correspondence relating to the Order. City will not be responsible for goods delivered without Purchase Order Number.
18. **INVOICING** - Invoice(s) must be submitted in duplicate to billing address indicated on face of Purchase Order. Invoice must state Purchase Order Number, unit price(s), extension(s), total, and SHIP TO ADDRESS.
19. **PRICES** - Prices are F.O.B. destination unless otherwise specified and agreed to by the City.
20. **PAYMENT** - Payment due hereunder shall be made by the City to Contractor/Vendor/Seller in accordance with the Florida Local Government Prompt Payment Act.
21. **DISCOUNTS** - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for City to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.
22. **ACCEPTANCE - ENTIRE AGREEMENT** - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. City and the Contractor/Vendor/Seller shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor/Vendor/Seller's quotation, acknowledgment in force, or any other communication from Contractor/Vendor/Seller to City unless such provision is expressly agreed to and confirmed in writing.
23. **VARIATION IN QUANTITY** - City assumes no liability for material produced, processed or shipped in excess of the amount specified herein.
24. **SEVERABILITY** - If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.
25. **CAPTIONS** - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be a part of the agreement created.
26. **MATERIAL SAFETY DATA** - In accordance with Florida Statutes, Chapter 442, it is the Contractor/Vendor/Seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.
27. **PERMITS** - Contractor/Vendor/Seller is responsible for obtaining any permits necessary to complete the work covered by this order, at its own expense, prior to starting any work under this order.
28. **PUBLIC RECORDS LAW REQUIREMENTS** - Pursuant to Section 119.0701, Florida Statutes, Contractor/Vendor performing services for City shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor/Vendor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor/Vendor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.



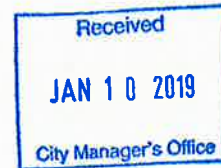
Change Order #1

1201 W. Jackson St.
Orlando, FL 32805
o. 407.481.2750
f. 407.481.8850
FenderMarine.com

January 8, 2019

VIA EMAIL AND U.S. MAIL

Mr. Bronson Lamb, Owner's Representative
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034



Via email: Bronson Lamb blamb@fbfl.org, bronson52@bellsouth.net
Cc: Dale L. Martin, dmartin@fbfl.org

Re: Fernandina Southern Wave Attenuator Utility Trough Option

Dear Mr. Lamb;

Our bid includes running the utilities for the wave attenuator in conduit chases inside the attenuator. You had requested a price for the change of creating a trough in the attenuator for the installation of the utilities which would allow you easier maintenance in the future.

Please find the attached sketch of the utility trough we envision as well as a spread sheet showing the additional costs for this change.

Respectfully submitted;

Michael Williams

Fender Marine Construction



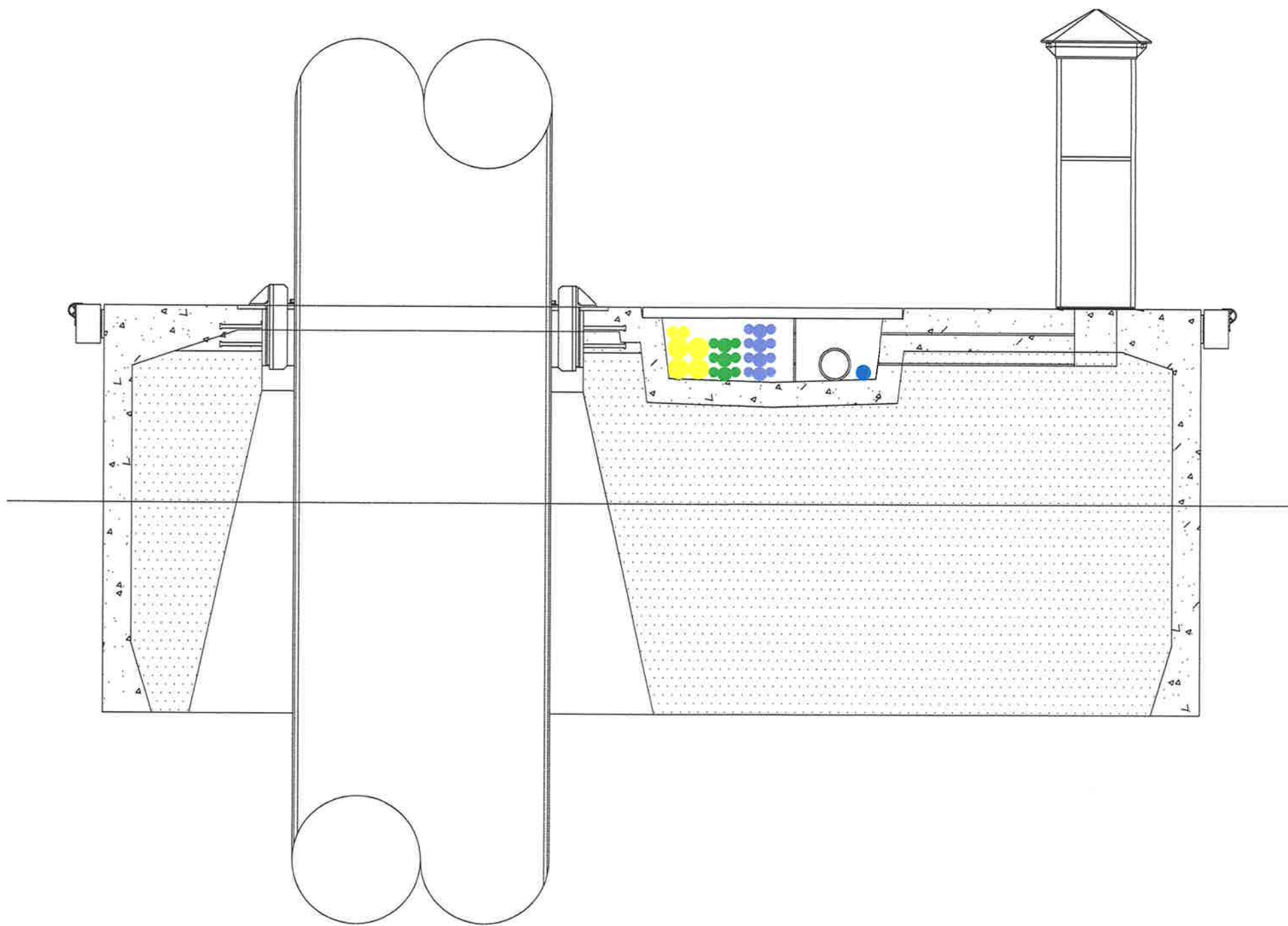
Fernandina Harbor Wave Attenuator Project

Utility Trough Add for Full length of Wave Attenuator

Marinetek charge for trough				\$81,000.00

Subtotal	\$86,265.00
OH&P @ 15%	\$12,939.75
Subtotal	\$99,204.75
Bond @ 3.78	\$3,749.94
	\$102,954.69

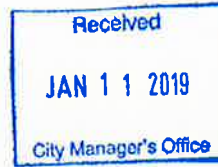
Total Add \$102,954.69





Change Order #2

1201 W. Jackson St.
Orlando, FL 32805
o. 407.481.2750
f. 407.481.8850
FenderMarine.com



January 8, 2019

VIA EMAIL AND U.S. MAIL

Mr. Bronson Lamb, Owner's Representative
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Via email: Bronson Lamb blamb@fbfl.org, bronson52@bellsouth.net
Cc: Dale L. Martin, dmartin@fbfl.org

Re: Fernandina Southern Wave Attenuator 16'x25' Concrete Dock Option

Dear Mr. Lamb;

Our bid includes an aluminum 16'x25' ADA gangway landing dock. You had requested a price for the change of installing a Marinetek concrete 16'x25' ADA gangway landing dock instead.

Please find the attached a spread sheet showing the additional costs for this change.

Respectfully submitted;

Michael Williams

Fender Marine Construction



Fernandina Harbor Wave Attenuator Project

Marinetek charge for 16'x25' concrete dock				\$56,000.00
Original cost from Accudock for 16'x25' aluminum dock				\$13,000.00
Difference				\$43,000.00
Sales tax 6.5% on difference				\$2,795.000

Subtotal	\$45,795.00
OH&P @ 15%	\$6,869.25
Subtotal	\$52,664.25
Bond @ 3.78	\$1,990.71
	\$54,654.96

Total Add \$54,654.96

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2019-04
Code Amendment - Backyard Chickens

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-04 at First Reading.

SYNOPSIS: Several recent requests for urban chickens have been submitted to the City Manager for review. Specific standards for keeping and care of chickens are lacking in the City's current code.

FISCAL IMPACT: A nominal application fee will apply.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2019-04 at First Reading.

Dale Martin, City Manager 01/24/2019

Tammi E. Bach, City Attorney 01/25/2019

Date: July 27, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Approve

ORDINANCE 2019-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 18, ANIMALS, ARTICLE I, IN GENERAL; BY AMENDING SECTION 18-2; CREATING A NEW SECTION 18-3 PROVIDING FOR REGULATIONS FOR KEEPING CHICKENS ON PRIVATE PROPERTY; RENUMBERING ALL FOLLOWING SECTIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, keeping chickens on residential property has become popular in urban areas in the United States; and

WHEREAS, the City Commission wishes to regulate keeping chickens on residential property in the City to encourage and support urban agriculture, but at the same time prevent the creation of nuisances in an urban environment.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, AS FOLLOWS:

SECTION 1. It is hereby proposed that Chapter 18, Animals, Article I, In General, Section 18-2 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

ARTICLE I. - GENERAL PROVISIONS

Sec. 18-1. - Definitions.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Animal. Every non-human species of animal, both domestic and wild.

Animal-at-large. Any animal not under restraint while off the premises of the owner.

Animal auction. Any place or facility where animals are commercially bought, sold, or traded, to the highest bidder.

Animal control authority. The person or persons designated to enforce this chapter.

Animal establishment. Any pet shop, grooming shop, animal auction, performing animal exhibition, kennel, or animal shelter; however, this term shall not include veterinary medical facilities, licensed research facilities, facilities operated by government agencies, or licensed animal dealers regulated by the USDA under the provisions of U.S. Public Laws 89544 and 91579.

Animal exhibition. Any spectacle, display, act, or event, other than circuses, in which performing animals are used.

Animal shelter. Any facility operated by a humane society or the city or its authorized agents, for the purpose of impounding animals under the authority of this chapter or

state law for care, confinement, return to owner, adoption, or euthanasia.

Backyard Chicken. Any chicken kept on a residential lot.

Circus. A commercial variety show featuring animal acts for public entertainment.

Commercial animal establishment. Any retail or wholesale pet shop, grooming shop, animal auction, riding school or stable, zoological park, animal training facility, circus, animal exhibition, or boarding or breeding animal facility.

Domesticated animal. An animal that is no longer wild.

Feral animal. An animal that is untamed, wild.

Grooming shop. A commercial establishment where animals are bathed, clipped, plucked, or otherwise groomed.

Guard dog. Any dog that is kept for the purpose of guarding persons or property.

Humane manner. Care of an animal including, but not limited to adequate heat, ventilation, sanitary shelter, and wholesome food and water, consistent with the normal requirements and feeding habits, taking into consideration the animal's size, species, and breed.

Humane officer or animal control officer. Any person designated by the city to perform animal control duties.

Kennel or cattery. Any premises wherein any person engages in the commercial business of boarding, breeding, buying, letting for hire, training, selling or trading dogs or cats.

Licensing authority. The agency or department of the city or any designee thereof charged with administering the issuance and/or revocation of permits and licenses under the provision of this chapter.

Neutered. Rendered permanently incapable of reproduction by accepted veterinary sterilization procedures.

Owner. Any person or business enterprise owning, keeping, or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.

Person. Any individual or business entity.

Pet. Any domestic animal kept for pleasure rather than commercial utility; an animal of a species that has been bred and raised to live in or about the home of humans and is dependent for food and shelter.

Pet shop. Any person or business entity that commercially buys, sells, trades or boards any species of animal.

Public nuisance. Any animal that unreasonably annoys humans, endangers the life or health of other animals or persons, or substantially interferes with the rights of citizens, other than their owners, to peace and quiet, enjoyment of life or property.

This term shall mean and include, but is not limited to any animal that:

- (1) Damages the property of anyone other than its owner; or
- (2) Molests or intimidates pedestrians or passersby; or
- (3) Chases vehicles and/or persons; or
- (4) Makes clearly and audible disturbing noises, including, but not limited to continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, or discomfort to neighbors or others outside the premises where the animal is kept or harbored; or
- (5) Causes fouling of the air by odor and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored; or
- (6) Causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored; or

- (7) Is offensive or dangerous to the public health, safety, or welfare because of the number and/or types of animals maintained; or
- (8) Attacks other animals; or
- (9) Has been found by a court of competent jurisdiction, after notice to its owner and a hearing, to be a public nuisance by virtue of being a menace to the public health, welfare, or safety.

Restraint. The control of an animal by a responsible person by means of a leash, lead, chain, tether or other restraining device, or within an enclosure on the real property limits where the animal is kept or harbored.

Service animal. Any animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals who are hearing impaired to intruders or pulling a wheelchair, or fetching dropped items. If they meet this definition, animals are considered service animals under the ADA regardless of whether they have been licensed or certified by a state or local government. Service animals will not be considered pets and, in general, when accompanying a person with a disability (as defined by Federal law and Department of Justice regulations), must be allowed wherever visitors or employees are allowed.

Urban Chicken. See also *Backyard Chickens*

Veterinary facility. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of diseases and injuries of animals and the practice of veterinary medicine.

Vicious animal. Any animal that attacks, bites, strikes, or injures human beings or other animals without provocation or which, because of temperament, conditioning, or training, has a known propensity to attack, bite, or injure human beings or other animals.

Wild animal. Any animal including feral dogs and cats, except the following: domesticated dogs, domesticated cats, farm animals, rodents, any hybrid animal that is part wild, and captive-bred species of common cage birds and captive-bred species of other caged animals commonly maintained as pets.

Zoological park. Any facility operated by a person, or business entity displaying or exhibiting one or more species of animals.

Sec. 18-2. - Livestock; horseback riding.

- (a) It shall be unlawful for any person to keep, maintain, pasture, or permit to run at large, within the corporate limits of the city, any horses, cattle, mules, goats, steers, bulls, swine, sheep, ~~poultry~~, or other livestock of any kind or nature ~~whatsoever~~ for any purpose ~~whatsoever~~; however, this shall not apply to any person who has applied in writing for and received a permit in writing ~~therefore~~ from the city manager.
- (b) This chapter shall not apply to any person or persons wishing to ride horses or other riding animals for pleasure, parade shows, or any other purpose within the corporate limits of the city if such person or persons shall first have received a written permit therefore from the city manager. Such permits shall be issued by the city manager with such limitations imposed thereon as he/she may deem advisable and, likewise may be revoked or cancelled at ~~his~~ the City Manager's discretion.

Sec. 18-3. – Backyard Chickens

(a) It shall be lawful for any person to keep chickens within the corporate limits of the City, subject to the following:

- 1) No more than one hen per 2,500 square feet of land area (seventeen hens per acre of land) shall be allowed per single-family dwelling. No chickens are permitted in multi-family dwelling units. No hens are permitted in mixed-use, commercial or industrial zoned property.
- 2) Roosters of any age and any other crowing chickens are prohibited;
- 3) Slaughtering of chickens is not permitted;
- 4) All chickens must be kept in a secure enclosure or fenced-in yard at all times;
- 5) Chickens are not permitted to run at large upon streets, sidewalks or other public places;
- 6) Chicken enclosures must be in the side or rear-yard and at least ten feet from the side or rear property line;
- 7) Enclosures must provide a minimum of four square feet per chicken;
- 8) Enclosures must be kept in a neat and sanitary condition at all times and must be cleaned on a regular basis so as to prevent offensive odors. Chicken feed must be kept in enclosed containers to avoid attracting vermin and other wildlife;
- 9) Enclosures must meet any applicable building code requirements and may require a building permit if over a certain size. Any enclosures with electrical or plumbing also require the appropriate permits;
- 10) Chickens must be provided with veterinary care if ill or injured, and are subject to existing City laws regarding neglect and abuse of animals;
- 11) Persons wishing to keep chickens within the City limits must obtain a permit from the City Manager's office and pay an application fee, as established in the City's fee schedule;
- 12) Chickens shall be kept for personal use only. The selling of chickens, eggs or chicken manure, or the breeding of chickens for commercial purposes is prohibited.
- 13) Chicken owners must live at the residence where they are keeping chickens. If the applicant is a tenant, written permission from the property owner must be provided to the City;
- 14) Persons keeping chickens in the City as of the effective date of this provision have 120 days from the effective date to come into compliance with this section; and
- 15) The City reserves the right to refuse to allow the keeping of hens if they are deemed a nuisance.

Following sections to be re-numbered accordingly.

SECTION 2. All Ordinances or parts of Ordinances and all Resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. Severability. In the event that any word, phrase, clause, sentence, or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 4. Effective Date. This Ordinance shall take effect immediately upon its final passage and adoption.

ORDAINED this 5th day of March, 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2019-05
Future Land Use Map (FLUM) Amendment Moratorium

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-05 at First Reading.

SYNOPSIS: On January 10, 2019, the Planning Advisory Board recommended to the City Commission that a temporary moratorium on Future Land Use Map (FLUM) amendments be enacted so that staff has time to correct inconsistencies in the FLUM map that do not match zoning. The temporary moratorium was recommended for six months; however, the City Attorney is recommending one year due to the time it will take staff to review the entire FLUM map and prepare Ordinances to make the appropriate changes.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2019-05 at First Reading.

Tammi E. Bach, City Attorney	01/17/2019
Kelly Gibson, AICP, Planning Director	01/24/2019
Dale Martin, City Manager	01/25/2019

Date: January 09, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2019-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, DECLARING A ONE-YEAR TEMPORARY MORATORIUM ON THE PROCESSING OF APPLICATIONS TO CHANGE THE FUTURE LAND USE MAP IN THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2 of the Florida Constitution and Chapter 166, Florida Statutes, the City of Fernandina Beach is authorized to protect the public health, safety and welfare of its citizens and has the power and authority to enact ordinances and regulations for valid governmental purposes that are not inconsistent with general or special law; and

WHEREAS, protection of the public health, safety and welfare is a legitimate public purposed recognized by the courts in Florida; and

WHEREAS, on January 10, 2019, the Planning Advisory Board recommended to the City Commission that it declare a temporary moratorium on the processing of applications that request changes to the Future Land Use Map (FLUM) of the Comprehensive Plan due to inconsistencies in the FLUM which must be corrected by staff; and

WHEREAS, the City Commission recognizes the need to correct the FLUM map to provide for clear direction for the future growth and development of the City; and

WHEREAS, the City Commission of the City of Fernandina Beach deems it in the best interests of the City to enact an ordinance establishing a temporary moratorium on the processing of applications that request changes to the FLUM map to allow time for staff to correct errors and inconsistencies.

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

SECTION 1. The foregoing “whereas” clauses are hereby ratified and incorporated fully herein by this reference.

SECTION 2. **Area Impacted.** For purposes of this Ordinance, the area impacted shall be all lands within the corporate limits of the City of Fernandina Beach, Florida.

SECTION 3. **Moratorium Defined.** Applications for amendments or changes to the Future Land Use Map of the Comprehensive Plan shall be held in abeyance and not processed until the expiration of the moratorium period, except for exemptions listed below. The moratorium has no effect on applications for rezoning or for development

orders such as preliminary and final plat approvals, development agreements, planned unit developments, annexations, site plan approvals or building permits.

SECTION 4. Exemptions. The moratorium shall not affect the following:

- a. The continued processing of applications for FLUM amendments for which a completed application with fees paid was received prior to the effective date of the ordinance.
- b. Staff-initiated applications for FLUM amendments related to correcting the FLUM map in keeping with the provisions under which this ordinance has been established or assigning future land use for annexations or assigning FLUM categories of “Conservation (CON)” or “Recreation (REC)” or “Public and Institutional (PI)”.
- c. Applications for FLUM amendments when the request is to change future land use to “Conservation (CON)”, “Recreation (REC)”, or “Public and Institutional (PI)”.
- d. Applications for FLUM amendments when the request accompanies an application for annexation into the City’s jurisdictional limits.
- e. The processing and issuance of building permits, site development plans, plats (preliminary or final), rezoning applications not affecting the FLUM including Planned Unit Development (PUD) requests, approval of development agreements, Certificates of Approval for variances heard by the Board of Adjustment or variances and design review heard by the Historic District Council, and issuance of Local Business Tax Receipts (LBTRs).

SECTION 5. Extension of Moratorium. Notwithstanding the time limit on the moratorium herein established, in the event that the City Commission finds that additional time is needed to correct the FLUM map in the Comprehensive Plan, then the term of this moratorium may be extended up to an additional six (6) months by subsequent ordinance.

SECTION 6. Sunset Provisions. This Ordinance shall sunset and be effectively repealed on February 5, 2020 unless a majority vote of the City Commission determines that conditions warrant continuation of the moratorium or until an ordinance which adopts a new Future Land Use Map has been adopted.

SECTION 7. Remedy Provision.

- a. Any property owner who contends that the application of this Ordinance to his/her property constitutes a temporary regulatory taking or illegally interferes with a vested right shall submit an application to the City Manager, for relief from this Ordinance. The application shall contain all evidence

known to the property owner that supports the property owner's contention that the imposition of this Ordinance to his/her property constitutes a temporary regulatory taking or illegally interferes with a vested right.

- b. An application which contains an allegation of a temporary regulatory taking shall be evaluated pursuant to the criteria described in *Reahard v. Lee County*, 968 F.2d 1131 (11th Cir. 1992), which include:
 - 1. Whether the property owner will be denied substantially all beneficial use of the property;
 - 2. Consideration of economic impact of the temporary moratorium; and
 - 3. The extent to which the temporary moratorium has interfered with the property owner's investment-backed expectations.
- c. The following is a non-exclusive list of the factors to be analyzed under these criteria:
 - 1. The history of the property;
 - 2. The history of development;
 - 3. The history of the property's Future Land Use Map classification;
 - 4. The history of the property's zoning;
 - 5. Any change in development when ownership changed;
 - 6. The present nature and extent of the property;
 - 7. The reasonable expectations of the property owner and the neighboring property owners; and
 - 8. Any diminution of the property owner's investment-backed expectations.
- d. The City Manager or his designee, shall make a written determination within thirty days of receipt of a complete application, and schedule within twenty days for the next available City Commission meeting for the City Commission to determine whether to grant or deny such an application.

SECTION 8. 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 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption.

ORDAINED this 5th day of March, 2019.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2019-06
Future Land Use Map Amendment - 116, 118, and 120 N. 2nd Street

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-06 at First Reading.

SYNOPSIS: The applicant's and property owners of 118, 120 and 116 N. 2nd Street have requested a small scale Future Land Use Map amendment and zoning change from the General Commercial (GC) land use and C-2 zoning designation to Central Business District (CBD) land use, and C-3 (Central Business District) zoning designation.

FISCAL IMPACT: Fiscal impact will be based upon proposed future development (number of sites and structures, infrastructure construction and maintenance, etc.).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2019-06 at First Reading.

Dale Martin, City Manager 01/25/2019

Pauline Testagrose, Comptroller 01/25/2019

Tammi E. Bach, City Attorney 01/25/2019



Date: January 10, 2019

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2019-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S FUTURE LAND USE MAP FROM GENERAL COMMERCIAL (GC) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF CENTRAL BUSINESS DISTRICT (CBD) FOR PROPERTY TOTALING APPROXIMATELY 0.43 ACRES OF LAND LOCATED AT 116, 118, AND 120 N. 2ND STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board reviewed the Zoning Map Amendment request under PAB Case# 2018-27 at its Regular Meeting on January 9, 2019, and by a vote of 4-1 recommended approval; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on December 28, 2018; and

WHEREAS, City Planning staff found the applicant's request to be consistent with the direction of the Comprehensive Plan, specifically policies 1.01.02, 1.02.03, 1.02.04, 1.02.08, 1.02.09, and 1.07.07 and recommends approval of the applicant's request.

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

SECTION 1. PROPERTY INVOLVED. The property identified for this change of the City's Future Land Use Map is identified as Parcel ID numbers 00-00-31-1800-0009-0060 and 00-00-31-1800-0009-0020, totaling approximately 0.43 acres, and is shown on the map, attached hereto as Exhibit "A".

SECTION 2. FUTURE LAND USE MAP CHANGE. For the property in question, the City's Future Land Use Map is hereby changed to Central Business District (CBD).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 4. This Ordinance shall take effect immediately after its final adoption.

ENACTED this 5th day of March, 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2019-06
EXHIBIT "A"

REQUEST FOR A FUTURE LAND USE MAP CHANGE FOR 0.43 ACRES OF LAND FROM GENERAL COMMERCIAL (GC) TO CENTRAL BUSINESS DISTRICT (CBD) FOR PROPERTY LOCATED AT 116, 118, AND 120 N. 2ND STREET AND IDENTIFIED AS PARCEL ID#S 00-00-31-1800-0009-0060 AND 00-00-31-1800-0009-0020.





STAFF REPORT
PAB (LU/CZ) 2018-27
Planning Advisory Board Hearing
November 14, 2018

APPLICATION FOR SMALL- SCALE AMENDMENT TO THE FUTURE LAND USE MAP & ZONING CHANGE REQUEST

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Parcel A: Castilian Properties Inc. (120 N. 2 nd Street) Parcel B: Beverly Freeman Crews, James Kelly Freeman, Angela Karen Morgan, George Thomas Freeman (116 N. 2 nd Street)				
AGENT:	A. Jeffrey Tomasetti, d/b/a Tomasetti & Prince				
REQUESTED ACTION:	Small Scale Future Land Use Map Change and Zoning Map Change				
LOCATION:	120 N. 2 nd Street and 116 N. 2 nd Street– See Exhibit A				
CURRENT LAND USE + ZONING:	General Commercial (GC)/ General Commercial (C-2)				
PROPOSED LAND USE + ZONING:	Central Business District (CBD)/ Central Business District (C-3)				
EXISTING USES ON SITE:	118 and 120 N. 2nd Street: Mixed Use Office and Residential Built in 1900 and 1970 (Flood Zone AE BFE 9) 116 N. 2nd Street: Single Family Residential Home Built in 1940 (Flood Zone AE BFE 9)				
PROPERTY SIZE:	Totaling 0.43 Acres Parcel ID #: 00-00-31-1800-0009-0060 and 00-00-31-1800-0009-0020				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
CRA	North	Vacant Commercial Structure/ Proposed Miniature Golf Course		C-3	Central Business District
CRA	South	City Parking Lot	2016	C-2	General Commercial
HISTORIC DISTRICT	East	Single Family Residential Homes	1930, 2007, 1910	R-2	Medium Density Residential
CRA	West	Former Standard Marine Building		C-3	Central Business District

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Community Development Department Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant's and property owners of 118, 120 and 116 N. 2nd Street have requested a small scale Future Land Use Map amendment and zoning change from the General Commercial (GC) land use and C-2 zoning designation to Central Business District (CBD) land use, and C-3 (Central Business District) zoning designation. **(Exhibit A).**

The action is requested in order to allow for an urban mixed use redevelopment pattern and to correct the existing non-conforming uses of the properties where residential dwelling units have existed in a General Commercial land use and C-2 zoning district for many years. Both properties have maintained grandfather residential units on the respective properties.



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The parcels involved with the applicants' request are located within the City's Amelia River Waterfront Community Redevelopment Area (CRA). As such, any future structures constructed on the vacant properties must comply with LDC provisions specific to CRA properties. LDC Section 8.01.02 addresses criteria for development within the CRA; more specifically 8.01.02 (E) contains standards for CRA properties located east of Front Street. In 2007, City adopted CRA design guidelines to guide the design of future redevelopment of this area. The City's website contains more information about the CRA and its design guidelines at www.fbfl.us/CRA. Design review is handled through the Historic District Council. One of the established criteria of blight for the CRA was inadequate and outdated densities. Through individually initiated private applications, the City has supported the change from General Commercial/ C-2 or Industrial/ I-1 to the Central Business District/ C-3. Support for the conversion has been based on the compatibility with extending the urban development pattern historically witnessed within the area and as demonstrated by the property located at 120 N. 2nd Street.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.01.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

AND

Policy 4.01.01. The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	Policy 4.01.02 <i>All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.</i>
Potable Water Facilities	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services	240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
Police and Law Enforcement Services	Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

The existing land use and zoning (General Commercial/ C-2) of these properties does not permit any residential dwelling units. Under the proposed request of Central Business District (C-3), 34 dwelling units per acre are



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supported. Under Comprehensive Plan Section 1.05.04, existing platted lots of record within a residential or mixed use land use category are permitted one (1) residential unit due to nonconforming lot size. If the property is changed to a land use category containing residential density, the subject properties could either request to utilize existing underlying lots of record totaling 6 lots or configure the properties to achieve eleven (11) dwelling units.

The City has seven public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, Solid Waste, Fire-Rescue Services and Police and Law Enforcement Services. A determination of the impact of the proposed land use and zoning change must assess the net increase in development potential. The applicant has not provided a site plan as part of their application materials. A site plan is not required for Future Land Use Map change or zoning assignment request. All public facilities and services are currently available to the development and each service is able to maintain or exceed its level of service standards as required by Policies 1.01.02, 4.01.01 and 4.01.02. All levels of service will again be evaluated at the time that a development proposal is made through the Technical Review Committee and/or through a preliminary plat request.

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as:

- a. No Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
- b. No Areas of urban development or uses which fail to maximize the use of existing public facilities;**
- c. No Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
- d. No Leapfrog/scattered development or ribbon/strip commercial development patterns.**

The applicant's requested land use of Central Business District (CBD) and C-3 zoning achieves compliance with the direction provided in policy statement 1.02.03, specifically subsections a and b. The request is consistent with the Comprehensive Plan's policy statement 1.02.03, the configuration of the property by lot/block as well as the characteristics of the subject properties are in keeping with other properties found within the CBD.

The CRA was created and specific properties targeted for the purpose of realizing compact and energy efficient development which serves to maximize the use of existing public facilities within this area. The CRA established a Finding of Necessity in 2005, one for the four principal reasons why this area was determined to contain blighted conditions is due to its "inadequate and outdated building density patterns." It found that the entire district needed to be assessed for outdated land use patterns in connection with the downtown urban core, waterfront area, and industrial port properties.

The applicant's requested action serves to address the long term redevelopment strategy and for future infill opportunities in the CRA which serve to extend the urban development pattern leading from downtown to the Port of Fernandina. In keeping with the historic pattern for this area which contained a variety of uses (**See Sanborn Maps Exhibits**), the most appropriate land use and zoning district assignment under the City's current regulations are the Central Business District (CBD)/ C-3 zoning.

1.02.04. Decisions on amendments to the FLUM shall be based on an analysis of the suitability and compatibility of the proposed use, based on the following factors:



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- a. Type and density or intensity of surrounding uses;**
- b. Zoning districts in the surrounding area;**
- c. Demonstration of adequate water supply and water supply facilities;**
- d. Appropriateness of the size of the parcel compared to the proposed use;**
- e. Physical condition of the site, and the suitability of soils and topography for the proposed use;**
- f. Suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, flood zones, or historic resources;**
- g. Compatibility factors;**
- h. Impact on adopted levels of service standards and quality of service standards; and**
- i. Location in a Coastal Upland Protection Zone (CUPZ).**

Within the area surrounding the applicants' property are a wide range of existing uses including; a warehouse and storage area serving the port's needs; public parking directly facing the properties; and vacant land within the CRA which historically contained a variety of uses. The properties' existing land use and zoning under General Commercial/ C-2 not compatible with the surrounding area. The applicant's requested action serves to provide a down-zoning or transition from the port's industrial operations to the adjoining residential areas.

The most compatible land use and zoning designation for these properties as well as the properties fronting N. 2nd Street is Central Business District (CBD)/ C-3 zoning. The CBD/C-3 zoning designation exists diagonally from the applicants' properties as part of the former Standard Marine property on North 2nd Street between Alachua and Broome Streets. Staff recognizes the need to assign the appropriate land use and zoning district of Central Business District (CBD)/ C-3 zoning to the public parking lots located at the corners of N. 2nd at Alachua Street and Broome Streets in keeping with the direction to create and extend the urban core through the CRA. Staff intends to file an application to correct the land use and zoning for these properties in order to establish a consistent land use and zoning district pattern for properties on N. 2nd Street.

The applicant has not supplied a report stating the soil suitability or the presence or absence of natural resources; however, this is not a greenfield development. A soil suitability analysis and biological survey will be required prior to receiving a local development order from the Technical Review Committee, as applicable. Adequate levels of service are discussed in the preceding paragraphs. The applicant has provided some general information within their synopsis letter which describes the type of soil found on the properties.

Policy 1.02.08.

Stable or established residential areas shall be protected from encroachment by incompatible development by establishing and increasing the amount of mixed use transitional areas. This policy does not preclude necessary community facilities from locating within residential areas when such activities satisfy the criteria established in the City's comprehensive plan and land development regulations.

The applicant's request for assignment of the Central Business District (CBD) future land use category for the subject properties serves to accomplish the intent of this policy statement. By definition of the land use category requested, Central Business District (CBD) allows for a mixed use urban development pattern. Assignment of this land use category not only corrects the existing non-conformities on the subject properties, but it also permits the historic built pattern of this area to be realized through future redevelopment efforts whereby commercial and residential coexist. (See Sanborn Maps Exhibits)

Policy 1.02.09.

The City shall provide for the orderly transition of incompatible uses. Where infeasible to separate incompatible uses then, buffering and mixed use transition areas shall be required to promote a smooth



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land use transition. Any potential adverse impacts caused by incompatible land uses located adjacent to each other shall be minimized by drought tolerant and native landscaping, low impact development strategies and buffer requirements.

The applicant's request for assignment of the Central Business District (CBD) future land use category for the subject properties serves to accomplish the intent of this policy statement. The most compatible land use and zoning designation for these CRA properties as well as the CRA properties fronting North 2nd Street is Central Business District (CBD)/ C-3 zoning in order to create a smooth land use transition. The City has established policies for buffering and setbacks established in Chapter 4 of the Land Development Code. Further, these properties are bound by even more stringent design criteria found in Chapter 8 of the LDC due to its location within the CRA.

Policy 1.07.09.

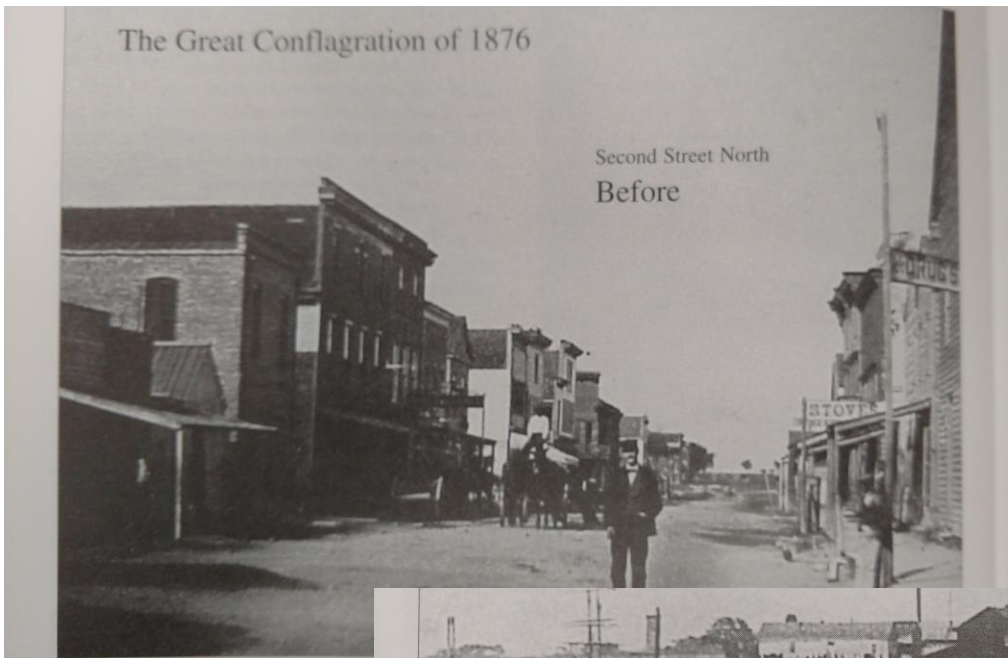
Central Business District (CBD)

- a. The FLUM designation of central business district is applied to the City's downtown, as the center for residential, financial, commercial, governmental, professional, cultural, and related activities.
- b. The Central Business District category is designed to accommodate single-family or duplex residential uses, either "stand alone" or in mixed residential and business use structures; offices; commercial retail; personal services establishments; restaurants; transient accommodations; commercial parking facilities; civic uses; and cultural uses.
- c. Additional uses may be permissible subject to additional standards: indoor recreation facilities, multi-family dwellings, marinas, day-care centers, and educational facilities.
- d. The density of residential development in the Central Business District land use category shall not exceed thirty-four (34) units per acre.
- e. The intensity of non-residential development shall not exceed a FAR of 2.0.
- f. A proposed amendment to the FLUM to increase the land area within the Central Business District; land use category shall demonstrate the suitability of the proposed site based on:
 1. The need for additional land area within the Central Business District land use category;
 2. Consistency of the land area with the characteristics of the Central Business District; and;
 3. Consistency of the land area with the characteristics of the downtown.

The applicant clearly articulates the consistency of the proposed CBD land use with the subject properties on the surrounding area. Staff finds that the need for additional land area within the CBD land use category is demonstrated through the properties' location within the Community Redevelopment Area (CRA) and further bolstered by the range of uses which historically existed on this block face (**See Sanborn Map Exhibits**). Application of the CBD land use category to these properties serves to correct the current inefficient and inadequate land use pattern which exists within the area. Further, the proposed land use category serves to protect the neighboring residential uses and allows for residential development opportunities within walking distance to the services and employment options in the downtown area. The future infill development of these properties that may be accomplished under the proposed CBD land use enables the downtown streetscape to be extended thereby, making an even clearer connection between this area and the rest of downtown consistent with how the City originally developed. This would make the area more walkable and pedestrian friendly to the adjoining residential neighborhood. Staff found photographic evidence of the urbanized streetscape that existing along N. 2nd Street prior to the 1876 fire which burned the original structures within this area. Previously, the County Courthouse was located along N. 2nd Street in addition to a variety of retail and trade services.



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Reference: Johannes, J. (2000). *Yesterday's Reflections II Nassau County, Florida - A Pictorial History*. Fernandina Beach: Lexington Ventures, Inc.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

The requested Central Business District C-3 zoning provides for a mix of residential and non-residential uses which are typically found within a downtown urban environment. Permissible uses are provided in Table 2.03.02 of the Land Development Code (LDC).

Section 2.01.13 of the LDC states the intent of the C-3, Central Business District, zoning classification.

The C-3 District is intended for the development of land uses within the central business district as the City's center for residential, financial, commercial, governmental, professional, and cultural activities. The Central Business District category is designed to accommodate single-family or duplex residential uses, either



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freestanding or in mixed residential and business use structures; offices; commercial retail; personal services establishments; restaurants; transient accommodations; commercial parking facilities; civic uses; and cultural uses.

The C-3 zoning assignment is requested by the applicants in order to correct the existing non-conforming use aspects of the multi-family structure and allow for development of residential and non-residential use either as stand-alone structures or in a mixed use form. Any future redevelopment of the site will be reviewed by the Technical Review Committee (TRC) and Historic District Council (HDC) and consistency with LDC and design requirements will be addressed at that time.

CONCLUSION:

Staff finds the requested action to be consistent with the Comprehensive Plan and Land Development Code, as it is an appropriate extension of a mixed residential and non-residential land use and zoning district into a historically urbanized area leading to the port. The requested action extends a compatible zoning district to properties adjoining industrial and commercial land uses. Further, the requested action serves to satisfy the goals to eliminate inadequate and inefficient land uses within the Community Redevelopment Area (CRA) Plan and provide for meaningful redevelopment opportunities.

It is recommended that the assignment of Central Business District (CBD) land use and C-3 zoning be approved for these properties. Extension of the CBD/C-3 land use and zoning district provides a harmonious and beneficial relation among buildings and uses within the area. This mixed use category allows for redevelopment and infill development opportunities which serve to enhance the City's downtown core while realizing the goals established for the CRA. The CRA guidelines and LDC requirements, previously discussed, provide standards intended to protect the exiting residential zoned properties on the east side of this block.

Please Note: All properties within the CRA, regardless of the assigned zoning district, are required to satisfy requirements for on-site parking as determined by use and allocated in LDC Section 7.01.04. Non-residential uses within the CRA are able to pay a fee in-lieu of the required parking in order to satisfy their on-site parking demands.

MOTIONS TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2018-27 to the City Commission requesting a Future Land Use Map assignment of Central Business District land use and C-3 zoning from General Commercial land use and C-2 zoning, as described and that PAB case 2018-27 as presented, **(is or is not)** sufficiently compliant with applicable Florida Statutes, Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by:

Kelly N. Gibson, AICP
Director of Planning & Conservation



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EXHIBIT A



OFFICE USE ONLY

REC'D: 11/06/18 BY: KG

PAYMENT: \$ 2000 TYPE: #1066

APPLICATION #: 2018-0001658

CASE #: PAB 2018-27

BOARD MEETING DATE: 11/14/18



AMENDED
PLANNING ADVISORY BOARD APPLICATION

- | | |
|---|--|
| ☒ ZONING MAP AMENDMENT
(≤ 10 acres \$850 / > 10 acres \$1,600) | ☐ SUBDIVISION PLAT – PRELIM (\$750) |
| ☒ LAND USE MAP AMENDMENT
(≤ 10 acres \$850 / > 10 acres \$1,600) | ☐ SUBDIVISION PLAT – FINAL (\$850) |
| ☐ LDC TEXT AMENDMENT (\$850) | ☐ VACATION OF R.O.W. (\$850) |
| ☐ COMP PLAN AMENDMENT (\$850) | ☐ VOLUNTARY ANNEXATION (\$1050) |

APPLICANT INFORMATION

Parcel A: Castilian Properties, Inc. for 120 N. 2nd Street
Owner Name: Parcel B: Beverly Freeman Crews, James Kelly Freeman, Angela Karen Morgan, George Thomas Freeman for 116 N. 2nd Street
Mailing Address: Parcel A: 120 N. 2nd Street, Suite A, Fernandina Beach, FL 32034
 Parcel B: 96174 Marantha Road, Yulee, FL 32097
Telephone: _____ **Fax:** _____
Email: _____

Agent Name: A. Jeffrey Tomassetti, PLC, d/b/a Tomassetti & Prince
 406 Ash Street, Fernandina Beach, FL 32034
Mailing Address: _____
Telephone: (904) 261-1833 **Fax:** (904) 212-0350
Email: info@tpislandlaw.com and tprince@tpislandlaw.com

PROPERTY INFORMATION

Street Address: Parcel A: 120 N. 2nd Street and Parcel B: 116 N. 2nd Street
Parcel Identification Number(s): Parcel A: 00-00-31-1800-0009-0060 and Parcel B: 00-00-31-1800-0009-0020
 Parcel A: 6 & 7 9 (both
Lot Number: Parcel B: 2, 3, 4, & 5 **Block Number:** parcels **Subdivision:** _____
Section: _____ **Township:** _____ **Range:** _____

PROJECT INFORMATION

Total Number of Lots/Parcels: 1

Less than One (1) acre Sq. Footage: Parcel B: .29 acres Parcel A: .14 acres One (1) Acre or Greater: _____

Existing Zoning Classification: C-2

Existing Future Land Use Classification: General Commercial

Previous Planning/Zoning Approvals: _____

Description of Request:

This application requests a small scale FLUM amendment from the General Commerical (GC) land use to the Central Business District ("CBD") land use, and from General Commercial (C-2) zoning designation to Central Business District (C-3) zoning designation for the property located at 116 N. 2nd Street, and 120 N. 2nd Street, Fernandina Beach, FL.

SIGNATURE/NOTARY

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

10/31/18 Musa D. Prince
Date Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 31st day of October, 2018.

Jaime Herrmann Jaime Herrmann 9/21/19
Notary Public: Signature Printed Name My Commission Expires

Personally Known X OR Produced Identification _____ ID Produced: _____





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Beverly F. Crews, James K. Freeman Jr., George T. Freeman, Angela K. Morgan
(print name of property owner(s))

hereby authorize: CMR Island Properties, LLC
(print name of agent)

to represent me/us in processing an application for: Rezoning
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

Beverly F. Crews DocuSigned by:
(Signature of owner) George T. Freeman
1F36D7C0E94C425...

JKF DocuSigned by:
(Signature of owner) James K. Freeman
FA797D0C65EA4E9...

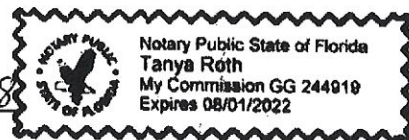
Angela K. Morgan DocuSigned by:
(Signature of owner) Angela K. Morgan
3DE77C0977D44AC...

Beverly F. Crews George T. Freeman
(Print name of owner)

James K. Freeman Angela K. Morgan
(Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 12th day of October, 2018



Tanya Roth
Notary Public: Signature

Tanya Roth
Printed Name

8/1/2022
My Commission Expires

Personally Known _____ OR Produced Identification ☒ ID Produced: FL DL # C620-066-49-5080

(Signature of owner)

Beverly F. Crews
(Signature of owner)

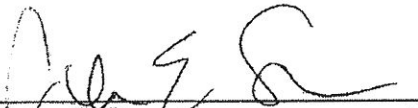
(Print name of owner)

Beverly F. Crews
(Print name of owner)

**BUYER'S AUTHORIZATION
FOR REPRESENTATION FOR APPLICATION**

I, John E. Sasser, an Authorized Member for CMR Island Properties, Inc., a foreign limited liability company, duly licensed to do business in Florida, and the buyer of real property located at 116 N. 2nd Street, Fernandina Beach, FL 32034 (the "Property") hereby authorize our legal counsel, A. Jeffrey Tomassetti, PLC, d/b/a/ Tomassetti and Prince to apply to the City of Fernandina Beach to process an application for Rezoning and FLUM Amendment on our behalf for the Property. In authorizing the agent to represent our entity, I attest that the application is made in good faith and that any information contained in the application is accurate and complete.

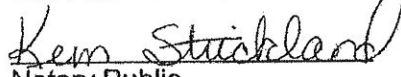
CMR Island Properties, a foreign limited liability company


By: John E. Sasser
Its: Authorized Member

STATE OF GA

COUNTY OF Ware

Subscribed and sworn to before me this 15 day of October, 2018


Notary Public

Kem Strickland
Printed Name

9-8-2020
Commission Expiration



Personally known ✓ OR Produced Identification _____

ID Produced: _____



OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Peter O. Mallory, President of Castilian Properties, Inc.
(print name of property owner(s))

hereby authorize: A. Jeffrey Tomassetti, PLC d/b/a Tomassetti & Prince
(print name of agent)

to represent me/us in processing an application for: Rezoning and FLUM Amendment
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

Peter O. Mallory (Signature of owner) _____ (Signature of owner)

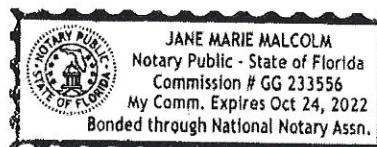
Peter O. Mallory, Castilian Properties Inc. (Print name of owner) _____ (Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 31st day of October, 2018.

Jane Marie Malcolm Notary Public: Signature Jane MARIE MALCOLM Printed Name 10/24/22 My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Peter O. Mallory, President of Castilian Properties, Inc.
(print name of property owner(s))

hereby authorize: A. Jeffrey Tomassetti, PLC d/b/a Tomassetti & Prince
(print name of agent)

to represent me/us in processing an application for: Rezoning and FLUM Amendment
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

Peter O. Mallory
(Signature of owner) _____
(Signature of owner)

Peter O. Mallory, Castilian Properties Inc.
(Print name of owner) _____
(Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

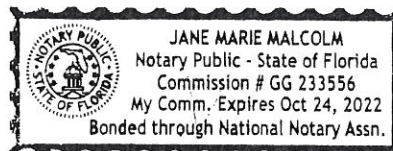
Subscribed and sworn to before me this 31st day of October, 2018.

Jane Marie Malcolm
Notary Public: Signature

Jane Marie Malcolm
Printed Name

10/24/22
My Commission Expires

Personally Known ☒ OR Produced Identification _____ ID Produced: _____





Law Office of

TOMASSETTI & PRINCE

November 1, 2018

A. Jeffrey Tomassetti
Teresa L. Prince

AMENDED LETTER OF INTENT FOR CASTILIAN PROPERTIES, INC. AND CMR ISLAND PROPERTIES, LLC

The Consistency of the Proposed Action with the City's Comprehensive Plan and Justification of Proposed Action

Our office represents Castilian Properties, Inc., a Florida corporation, owner of the real property located at 120 N. 2nd Street, Fernandina Beach, FL 32034 ("Parcel A") and CMR Island Properties, LLC, a foreign limited liability company, duly licensed to do business in Florida, who is the Buyer of real property owned by Beverly Freeman Crews, James Kelly Freeman, Jr., Angela Karen Morgan, and George Thomas Freeman, and located at 116 N. 2nd Street, Fernandina Beach, Florida 32034 (the "Parcel B") (collectively, the "Subject Properties"). In support of redevelopment efforts within the Community Redevelopment Area ("CRA"), this application requests a Future Land Use Map ("FLUM") amendment from the General Commercial ("GC") land use to Central Business District ("CBD") land use, and zoning change from General Commercial ("C-2") to Central Business District ("C-3"), for Parcel B, which is approximately .29 acres, and Parcel A, which is .14 acres.

Pursuant to Section 2.01.13, Land Development Code ("LDC") and Policy 1.07.10, Comprehensive Plan Policy ("Comp Plan"), the CBD FLUM and C-3 zoning designation is a mixed-use category that serves as a logical transition between the industrial activities to the west, and the residential uses to the east of the Subject Properties. This is because the CBD FLUM and C-3 zoning allow for both residential and commercial uses. This transitional land use and zoning pattern is witnessed throughout the City's urban core. Similarly, an extension of the CBD FLUM and C-3 zoning to the Subject Properties provides the opportunity for continuity in urban form and pattern from Centre Street north to Calhoun Street along N. 2nd Street, preventing the proliferation of urban sprawl and supporting cost effective and energy efficient land development patterns in accord with Policy 1.02.03, Comp Plan.

In addition, the Subject Properties are immediately adjacent to CBD FLUM and C-3 zoning on its southern and western borders. There is also an established node of CBD FLUM and C-3 zoning on properties to the north and south of the Subject Properties. Therefore, consistent with Policy 1.02.04, Comp Plan, the proposed use is compatible with the type and intensity of surrounding uses and surrounding zoning districts. See attached Exhibit A for the FLUM map and the attached Exhibit B for the zoning map.

Parcel B is currently occupied by a single-family residential structure which does not conform to the permitted uses in the existing General Commercial (GC) FLUM designation and General Commercial (C-2) zoning classification. Similarly, Parcel A is currently occupied by both a residential structure and commercial office structure, and therefore does not conform to the permitted uses in the existing General Commercial (GC) FLUM designation and the General Commercial (C-2) zoning district. Residential use is not permitted in the General Commercial (C-2) zoning district. In accord with Policy 1.05.03, Comp Plan, an extension of the CBD FLUM and C-3 zoning to the Subject Properties corrects the nonconforming use of

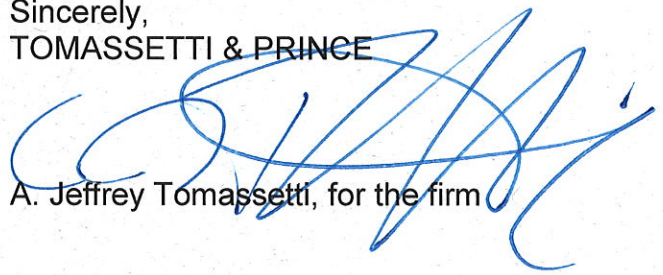
residential dwellings on the (C-2) zoned Subject Properties because the CBD FLUM designation and C-3 zoning permits both residential and commercial uses.

Consistent with Policy 1.02.04, Comp Plan, the size of the Subject Properties, the physical condition of the Subject Properties, the soils and topography, and the "suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, flood zones, or historic resources" is appropriate for the proposed use given the Subject Properties are already developed; and therefore, any impact on adopted levels of service standards and quality of service standards would be minimal. See attached Exhibit C for the potential wetlands, the attached Exhibit D for soils, the attached Exhibit E for topography, and the attached Exhibit F for flood zones. As depicted in Exhibit C, there are no potential wetlands impacting the Subject Properties. The topography and soil characteristics of the Subject Properties, as noted in Exhibits D and E, are suitable for development as evidenced by the fact that development currently exist on the Subject Properties. A significant majority of both Subject Parcels are located in a Special Flood Hazard Area designated as AE, which only has a 1 % probability of flooding every year. See attached Exhibit F.

Adequate levels of service, including water and sewage availability by the City of Fernandina Beach Utility Department, already exist to support the extension of the CBD FLUM category to the Subject Properties in compliance with Policies 1.02.02, 4.01.01 and 4.01.02, Comp Plan. See attached letter of availability.

The Subject Properties are also located within the CRA and subject to certain design criteria specific to the CRA. See attached Exhibit G of the CRA Boundary by Resolution 2005-91. Pursuant to Section 8.01.02, LDC, "It is the purpose of the CRA overlay to provide a broader mix of uses and compatible design with the downtown area in order to promote revitalization of the working waterfront and adjacent areas." An extension of the CBD FLUM and C-3 zoning district to the Subject Properties would provide a more harmonious and beneficial relation among buildings and uses within the area in compliance with Policy 12.05.03, Comp Plan. The mixed-use category would allow for redevelopment and infill development opportunities which serve to enhance the City's downtown core while realizing the goals established for the CRA in accord with Objective 1.04, Comp Plan. Development review for these properties is provided by the Historic District Council. Section 8.01.02, LDC, sets additional regulatory standards for development of CRA properties. All properties within the CRA, regardless of use, are required to satisfy on-site parking demands. Furthermore, Section 4.05.12, LDC, will require adequate buffers between commercial and residential uses. Therefore, the CRA guidelines and LDC requirements previously discussed, provide standards that will protect the existing residential zoned properties adjacent to the Subject Properties.

Sincerely,
TOMASSETTI & PRINCE

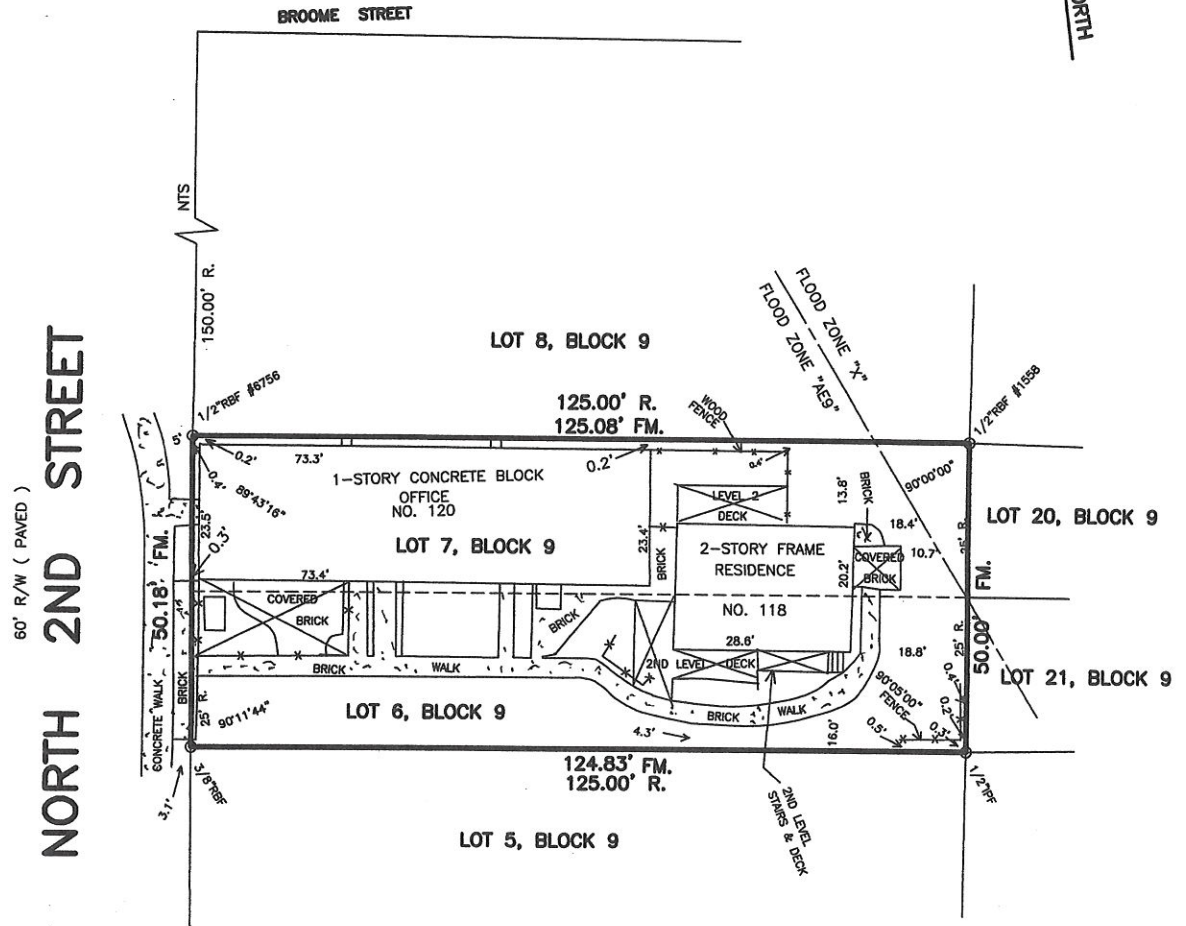

A. Jeffrey Tomassetti, for the firm

AJT/mbm

MAP SHOWING BOUNDARY SURVEY OF
LOTS 6 AND 7, BLOCK 9,

LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, AND KNOWN AND DESCRIBED UPON AND ACCORDING TO THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857, AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

FOR: CASTILIAN PROPERTIES, INC.



COASTAL LAND SURVEYORS

& MAPPERS, INC.

34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL. 904-261-8950 FAX 904-277-8850

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR CHAPTER 180-7, GEORGIA STATUTES.

LICENSED BUSINESS NO. 6412

JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

BEARINGS BASED ON N/A

PROPERTY SHOWN HEREON LIES WITHIN
FLOOD ZONE X & AE9 AS SHOWN ON

FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120172 PANEL NO. 2376
DATED 8/2/17

DATE OF SURVEY: OCTOBER 30, 2018

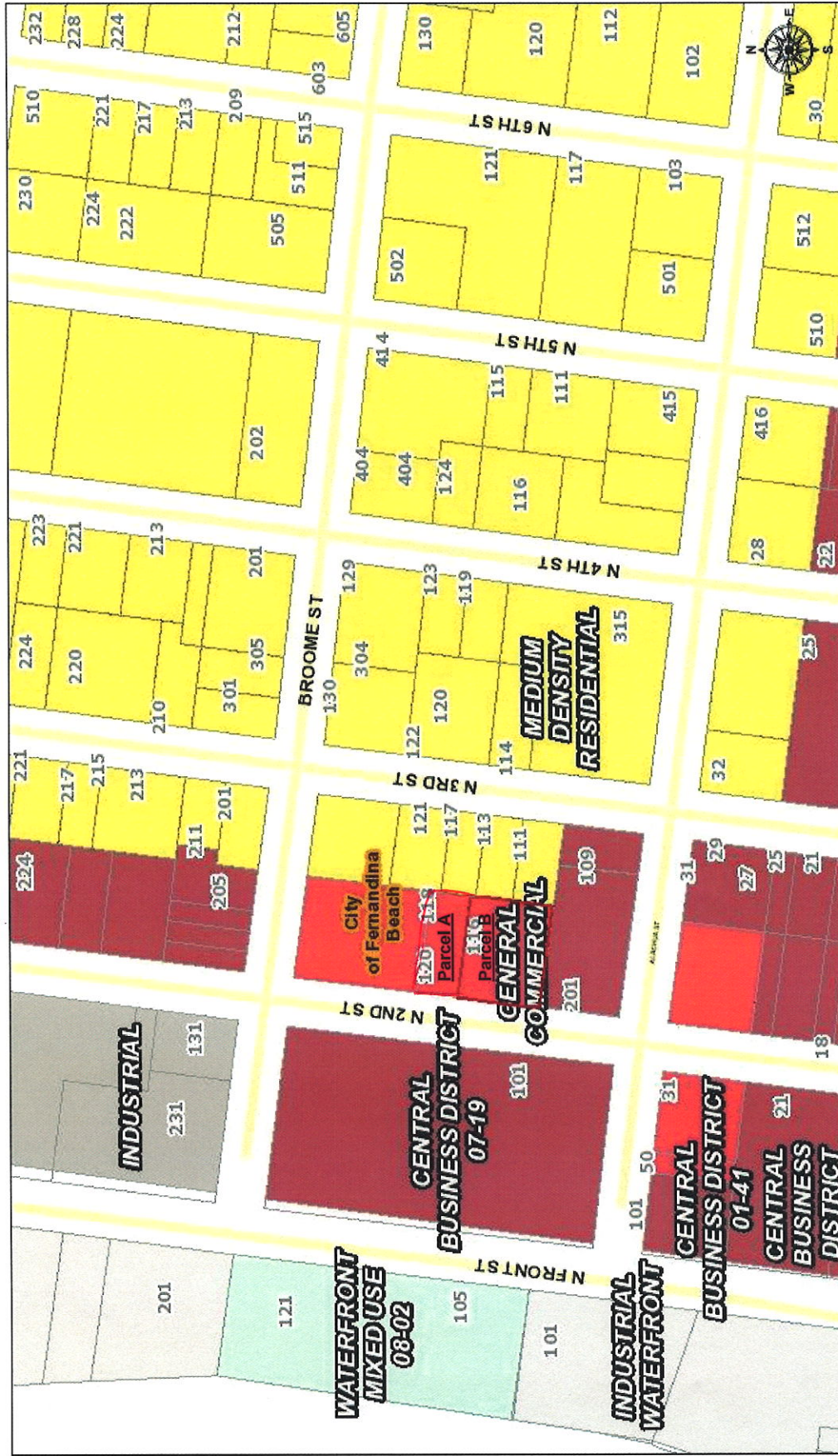
SCALE 1"=20'

JOB NO. 1810-21 F.B. 347

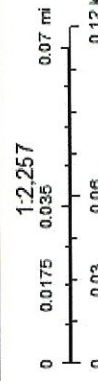
CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.

LEGEND:
IRON PIPE FOUND - IPF
IRON PIPE SET - IPS
RE/BAR FOUND - RBF
NOT TO SCALE - NTS
BUILDING RESTRICTION LINE - BRL
CONCRETE MONUMENT FOUND - CMF
STAINLESS STEEL PIPE FOUND - SSPF
RIGHT-OF-WAY - R/W
POINT OF CURVE - PC
CENTERLINE - C
POWER LINE - P
PLAT - P
FIELD MEASURED - FM
RECORD - R. DEED - D.
POWER POLE - O
CONCRETE - CONC.
RIGHT-OF-WAY - R/W
POINT OF REVERSE CURVE - PRC
POINT OF TANGENCY - PT
OFFICIAL RECORDS BOOK - O.R.B.

FBFL FLUM Map for 120 N. 2nd Street (Parcel A) & 116 N. 2nd Street (Parcel B)



October 15, 2018



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

EXHIBIT A

1:2,257

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

2018

FBFL Potential Wetlands for 120 N. 2nd Street (Parcel A) & 116 N. 2nd Street (Parcel B)



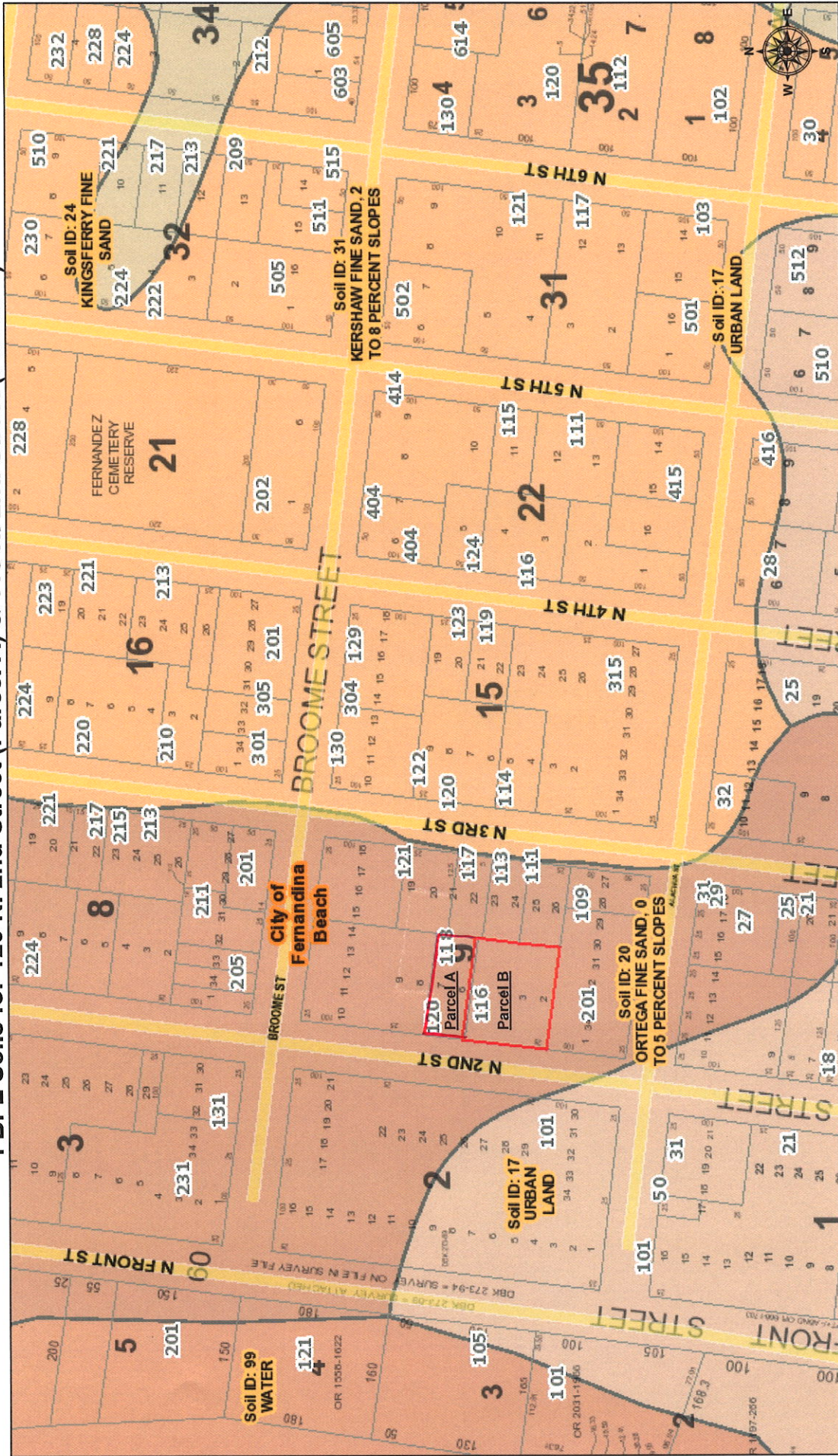
October 14, 2018

Potential Wetlands

EXHIBIT C

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

FBFL Soils for 120 N. 2nd Street (Parcel A) & 116 N. 2nd Street (Parcel B)



October 14, 2018

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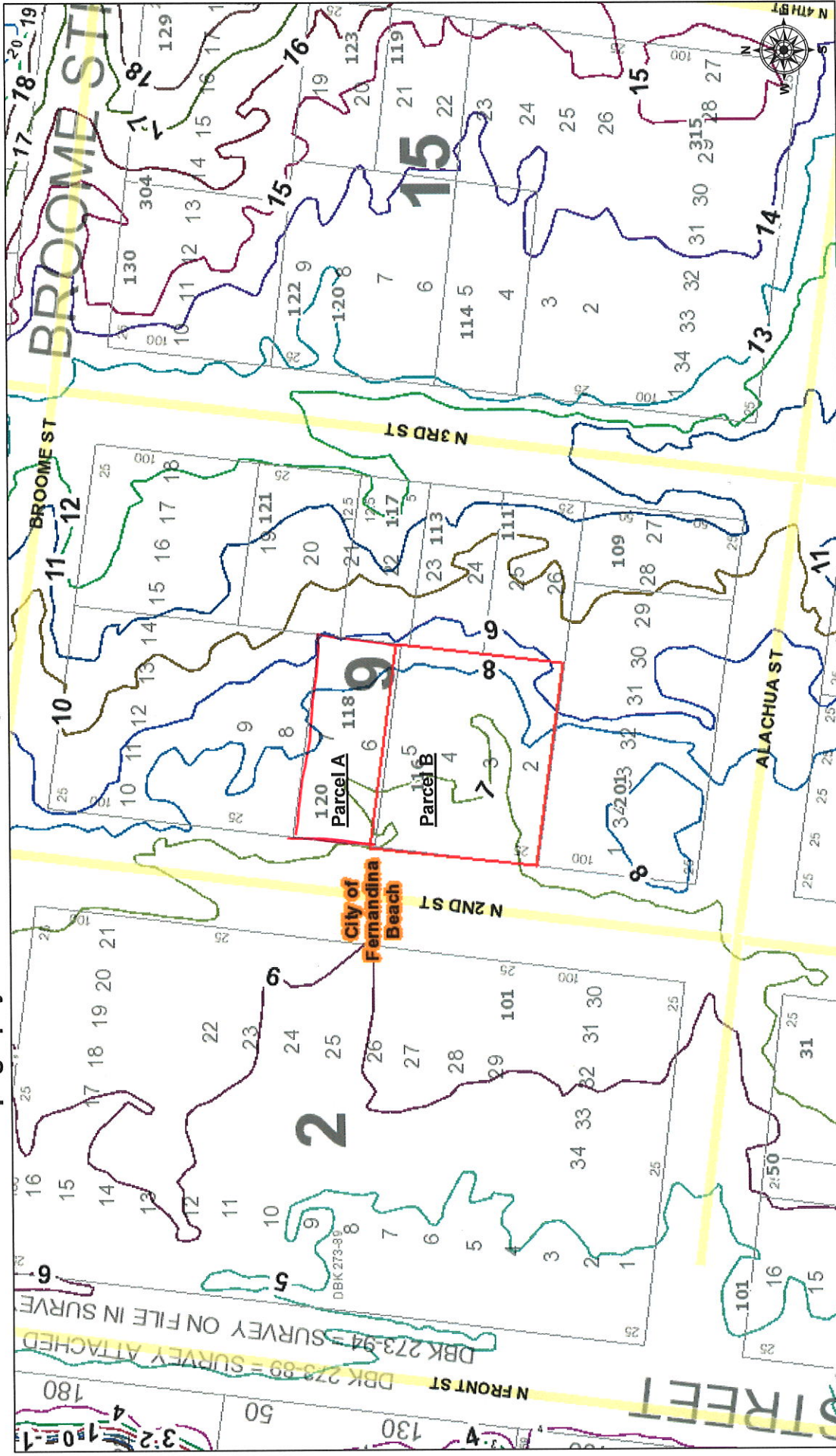
0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

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

EXHIBIT D

FBFL Topography for 120 N. 2nd Street (Parcel A) & 116 N. 2nd Street (Parcel B)



October 14, 2018

1:1,128

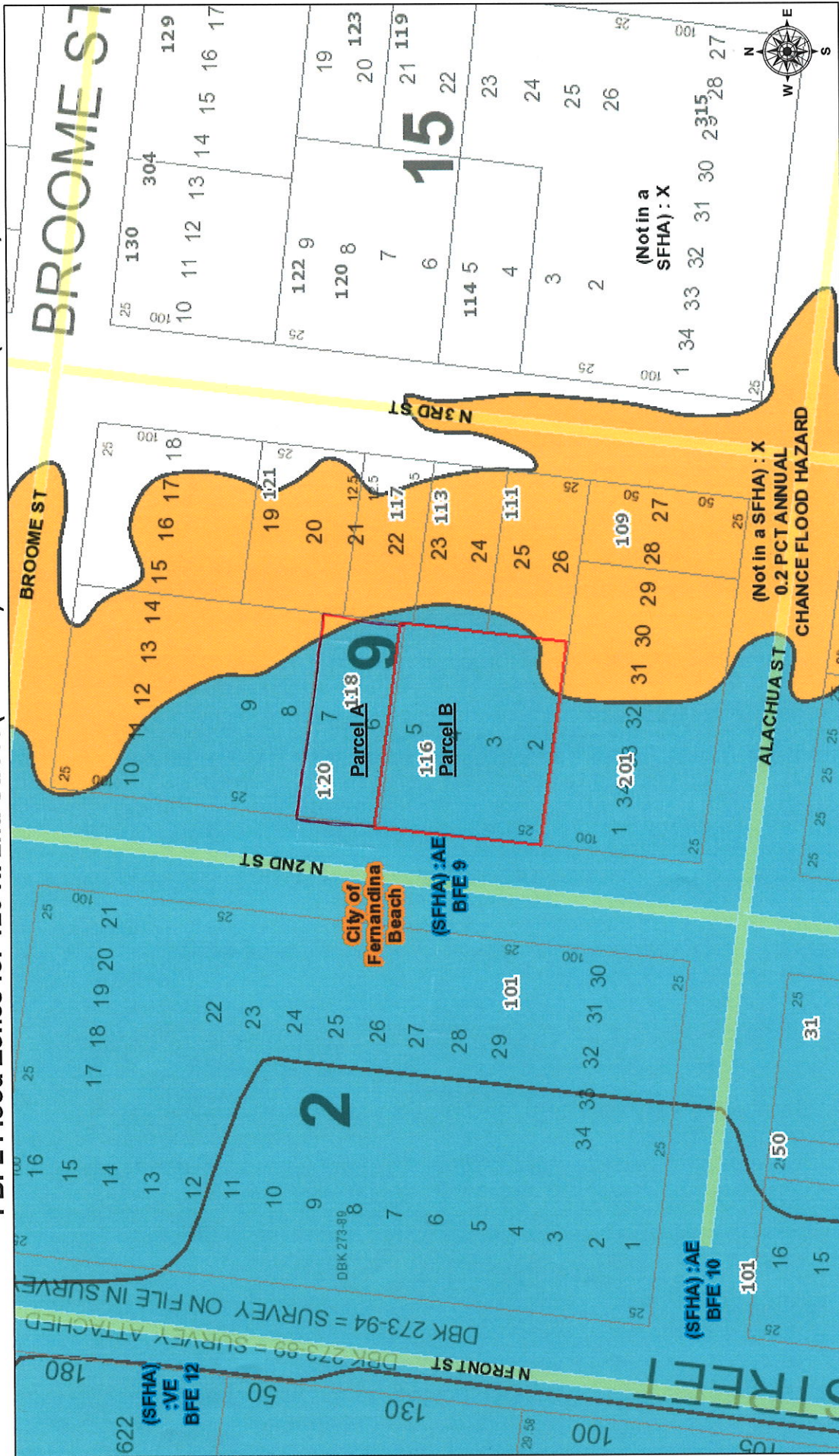
0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

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

EXHIBIT E

FBFL Flood Zones for 120 N. 2nd Street (Parcel A) & 116 N. 2nd Street (Parcel B)



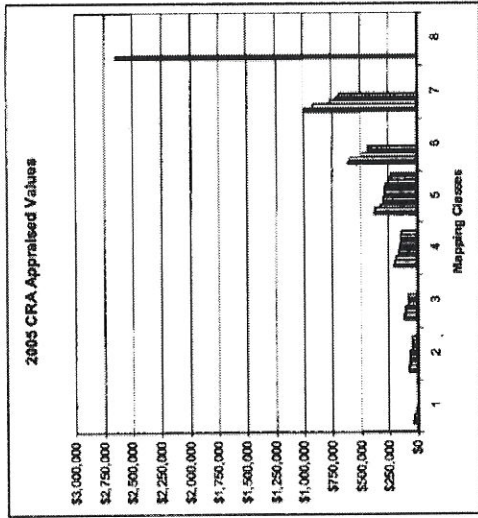
October 14, 2018

Flood Zones - Effective Date August 2, 2017

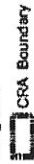
A, AE, AO

EXHIBIT F

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



Legend



CRA Boundary

2005 CRA Appraised Values

1	\$3,982,000 - \$30,195,000
2	\$30,195,000 - \$71,614,000
3	\$71,614,000 - \$114,144,000
4	\$114,144,000 - \$205,659,000
5	\$205,659,000 - \$379,345,000
6	\$379,345,000 - \$611,728,000
7	\$611,728,000 - \$1,001,879,000
8	\$1,001,879,000 - \$2,844,645,000

Involved Properties: 56

Total Acres: 37.364

Total Assessed Value: \$15,716,938

May 3, 2005

Amended CRA Boundary by Resolution 2005-91

Totaling: 56 Properties

EXHIBIT G





CITY OF FERNANDINA BEACH

Utilities Department

John Mandrick, PE

Utilities Director

October 16, 2018

Subject: Water & Wastewater Availability
116 N 2nd Street (Parcel A)
Fernandina Beach, FL 32034

To Whom It May Concern:

The City of Fernandina Beach Water and Wastewater Division has sufficient capacity to serve the above-mentioned location, provided all applicable permit fees, zoning fees, impact fees or any other requirements of the City are met.

If you have any questions, please contact the undersigned at 904-310-3421.

Sincerely,

A handwritten signature in black ink, appearing to read "John Mandrick", is written over a long, sweeping horizontal line that extends from the left margin.

John Mandrick, P. E.
Utilities Director

/ag



CITY OF FERNANDINA BEACH

Utilities Department

John Mandrick, PE

Utilities Director

November 1, 2018

Subject: Water & Wastewater Availability
120 N 2nd Street (Parcel #: 00-00-31-1800-0009-0060) (Parcel B)
Fernandina Beach, FL 32034

To Whom It May Concern:

The City of Fernandina Beach Water and Wastewater Division has sufficient capacity to serve the above-mentioned location, provided all applicable permit fees, zoning fees, impact fees or any other requirements of the City are met.

If you have any questions, please contact the undersigned at 904-310-3421.

Sincerely,



John Mandrick, P. E.
Utilities Director

/ag



**Addendum to Application PAB 2018-27
for FLUM Amendment and Rezoning of
Parcel #'s: 00-00-31-1800-0009-0060 & 00-00-31-1800-0009-0020
(the "Subject Properties") .**

Teresa L. Prince
A. Jeffrey Tomassetti
M. Bradley Manning

This Addendum is submitted by the Applicants to support the Applicants' position that Application PAB 2018-27 meets the subjective requirement of Comprehensive Plan Policy 1.07.10(1) as follows:

Pursuant to Policy 1.07.10 of the City of Fernandina Beach's 2030 Comprehensive Plan (the "Comp. Plan"), "a proposed amendment to the FLUM to increase the land area within the Central Business District (the "CBD") land use category shall demonstrate the suitability of the proposed site based on:

1. The need for additional land area within the Central Business District land use category;"

As noted in the Staff Report, "Staff finds that the need for additional land area within the CBD land use category is demonstrated through the properties' location within the Community Redevelopment Area (the "CRA") and further bolstered by the range of uses which historically existed on this block face." The City's Staff findings are considered competent and substantial evidence that the need for additional land area within the CBD land use category has been demonstrated.

In further support of Staff's determination of the need of additional land area within the CBD land use category, as noted in the Future Land Use Element Highlights, one of the goals of the Future Land Use element is to "provide incentives for businesses to locate and stay in the Central Business District." In addition, Pursuant to Policy 1.02.08, of the Comp. Plan, "[s]table or established residential areas shall be protected from encroachment by incompatible development by establishing and increasing the amount of mixed use transitional areas." Pursuant to Section 8.01.02 of the LDC, "[i]t is the purpose of the CRA overlay to provide a broad mix of uses and compatible design in the downtown area in order to promote revitalization of the working waterfront and adjacent areas." Taking these policies into consideration, the CRA overlay is intended to facilitate a mixed use area, which is accommodated in the CBD zoning district. Further, a re-zoning of the subject properties located within the CRA to the CBD zoning designation, which will allow for a mixed-use of commercial and residential development, will provide a logical transition area from the established residential uses to the west.

Pursuant to Policy 1.02.09, of the Comp. Plan, "[t]he City shall provide for the orderly transition of incompatible uses. Where infeasible to separate incompatible uses then, buffering and mixed use transition areas shall be required to promote a smooth land use transition." The subject properties are adjacent to the CBD zoning district on their western and southern borders, with an established node of CBD zoning district also being

located just north of the subject properties. (See Exhibit A, B, and C attached hereto.) An expansion of the CBD to the subject properties not only provides for an orderly transition of incompatible uses, but also supplements the established node of the CBD zoning designation along the portion of North 2nd Street that is located within the CRA.

The subject properties are currently employed for residential purposes which is a non-conforming use in the applicable C-2 zoning district. Pursuant to the Comp. Plan Objective 1.05, the City shall seek to eliminate nonconforming uses. Objective 1.05 states:

OBJECTIVE 1.05. "NONCONFORMING STRUCTURES, USES AND LOTS To promote re-use of structures that contribute to the character, diversity and sustainability of a neighborhood and to promote economic redevelopment by regulating structures and uses that do not conform to the current Plan or Land Development Code, but were lawfully established and in compliance with all applicable ordinances and laws at the time the structure was constructed and/or the use began, the City shall permit the continuation of the structure until such time that it becomes hazardous or dangerous and shall seek to eliminate nonconforming land uses."

Comp. Plan (emphasis provided).

The Central Business District permits the residential use of properties as a conforming use. By approving the FLUM amendment and rezoning to the CBD, the City will be in compliance with the Comp. Plan by eliminating the current non-conforming land use of the subject properties. Such amendment will also allow for continued use as residential.

Sincerely,
TOMASSETTI & PRINCE

A handwritten signature in blue ink that reads "Teresa L. Prince".

Teresa L. Prince, for the firm

TLP/mbm

ZONING

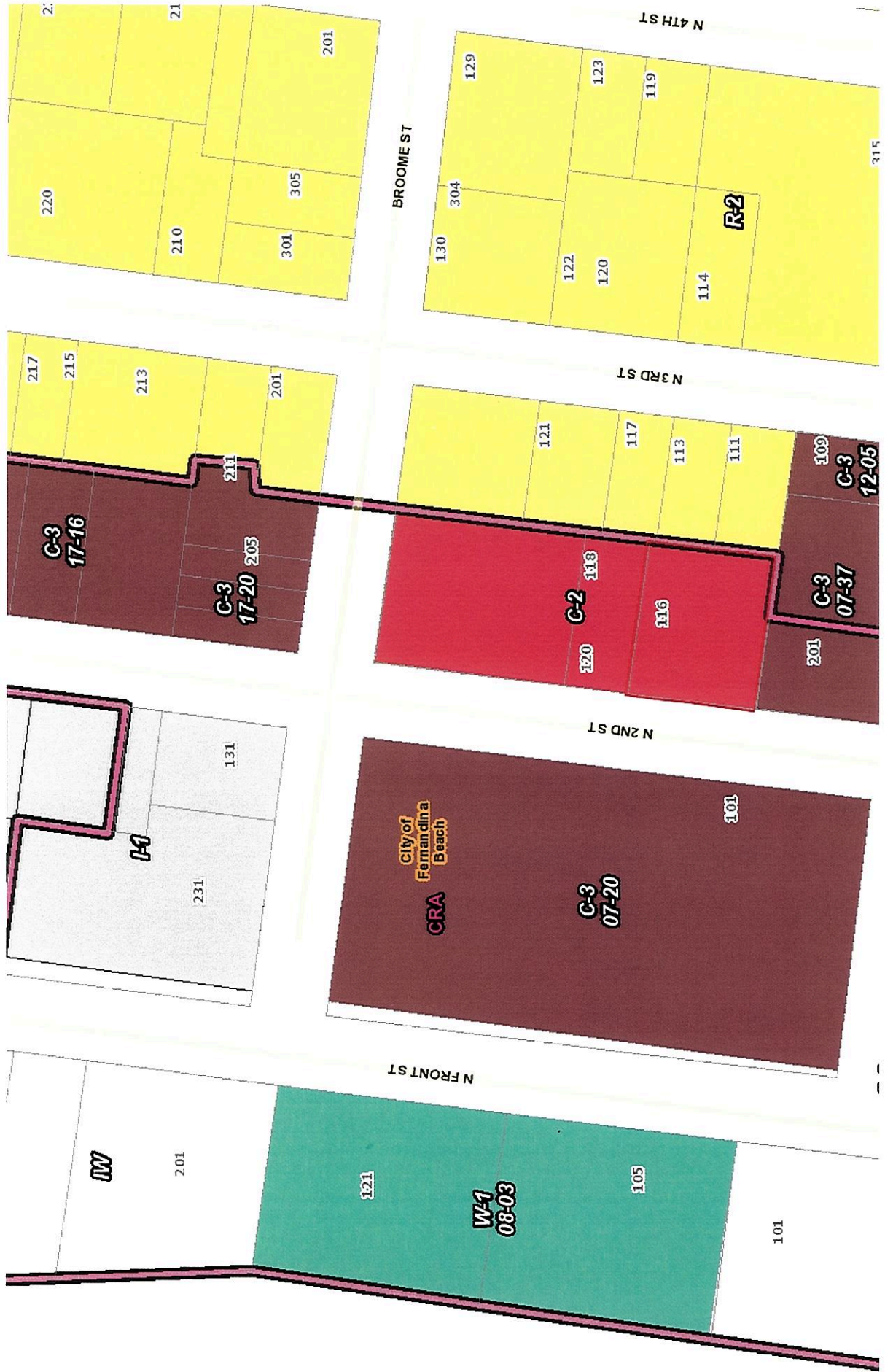


ZONING AND CRA BOUNDARY



EXHIBIT C

ZONING AND CRA BOUNDARY





CITY OF FERNANDINA BEACH

Department of Planning & Conservation

December 27, 2018

Teresa Prince
Tomassetti & Prince
406 Ash Street
Fernandina Beach, FL 32034

Re: Zoning Confirmation for 116 N. 2nd Street

Dear Ms. Prince,

As of the date of this letter, the property referenced above is in the **C-2 zoning district** and classified on the **Future Land Use Map (FLUM) as General Commercial**. Adjacent zonings are depicted on the attached map, *Exhibit A*. The following excerpted Land Development Code sections and tables provide basic information on this zoning district.

2.01.12 General Commercial (C-2)

The C-2 District is intended for the development of land uses to accommodate offices; commercial retail; personal services establishments; restaurants; transient accommodations; uses that provide sales and services for several neighborhoods; repair shops; retail sales and services; and other similar commercial uses. The General Commercial District recognizes existing development with locations that have access to arterial roads.

Table 2.03.02: Table of Land Uses

The following land uses are permissible, subject to compliance with the standards of the C-2 zoning district:

- Book and Stationary Stores
- Bus Terminals and Taxi Stations
- Business Colleges; Commercial, Trade, Vocational, and Arts Schools
- Business Services such as Copying, Mailing, or Printing
- Clubs, Public or Private; Community and Recreation Centers
- Day Care Center
- Drug Store or Pharmacy
- Essential Public Services, such as Transmission Lines and Lift Stations
- Financial Institutions, Banks, and Credit Unions
- Funeral Home and Mortuary
- Gasoline Station, with or without a Convenience Store
- Grocery Store
- Health Clubs and Gyms
- Laundry and Dry Cleaning, On-Site, including Self-Service Laundry
- Laundry and Dry Cleaning, Pick-Up Only
- Liquor Store, Lounge, and Bar (without drive-through window)
- Lodging Accommodations



CITY OF FERNANDINA BEACH

Department of Planning & Conservation

- Manufacturing and/or Assembly – Artisan
- Medical and Dental Clinics
- Music, Dancing, Photography, or Art Studios
- Parking Lots and Parking Garages
- Personal Services, such as beauty/barber shops, tattoo parlor, massage or acupuncture therapy
- Professional Offices
- Religious Facilities
- Research, Education, and Development Facilities
- Restaurant, With or Without Drive- Through Window
- Retail Stores
- Scooter and Moped Rentals
- Seasonal Sales
- Small Equipment or Appliance Repair Shops
- Specialty Food Stores, such as Bakeries or Ethnic Grocers
- Specialty and Gift Shops such as Art, Antique, or Jewelry Shops, Books, or Stationers
- Stormwater Treatment Park/Facility
- Theaters, Movie or Performing Arts

The following land uses are permissible, subject to compliance with standards of the C-2 zoning district **and** the supplemental standards specified for the use. Supplemental standards are contained in Section 6.02.00 of the Land Development Code.

- Craft Distillery, Small-Scale Brewery or Winery
- Dog Dining- Outdoors Only
- Lumber and Building Supply
- Mini-storage or Self-storage Facility
- Outside Sales
- Picnic Areas, Trails, and Nature Facilities
- Recreation, Outdoor Amusements, such as Miniature Golf or Fishing Piers, Excluding Amusement Parks and Drive-in
- Recreation, Indoor Facilities, such as Billiard Parlors, Bowling Alleys, Game Rooms, and Skating Rinks
- Trades and Repair Services such as Electrical, Heating, and Air, Mechanical, Painting, and Plumbing

Table 2.03.03: Table of Accessory Uses

The following are permitted accessory land uses in the C-2 zoning district:

- Cremation Facility *w/supplemental standards
- Dumpsters
- Fences
- Outside Storage – Equipment, Machinery, and Materials
- Satellite dish antenna
- Storage building, sheds, utility buildings, and greenhouses
- Swimming pool

Any land use that is not identified in Tables 2.03.02 and 2.03.03 is prohibited. A property owner may request an interpretation to determine if a use that is not identified is permissible, based on substantial



CITY OF FERNANDINA BEACH

Department of Planning & Conservation

similarity of the requested use to permissible uses within the zoning district in which the property is located. A requested use shall be considered substantially similar when the characteristics of the requested use are equivalent in type, intensity, degree, or impact when compared to a use named in Table 2.03.02 or 2.03.03.

Please note that the above excerpted sections of the Land Development Code reference general zoning standards for the C-2 zoning category. Other sections of the City of Fernandina Beach Land Development Code or Comprehensive Plan may apply to the property referenced herein.

A complete version of the Land Development Code can be viewed at the Community Development Department located at 204 Ash Street, Fernandina Beach, Florida or online at the following website: www.fbfl.us/LDC. You may view the sections referenced above at that site and print copies. Online searchable GIS information is available at www.fbfl.us/GIS.

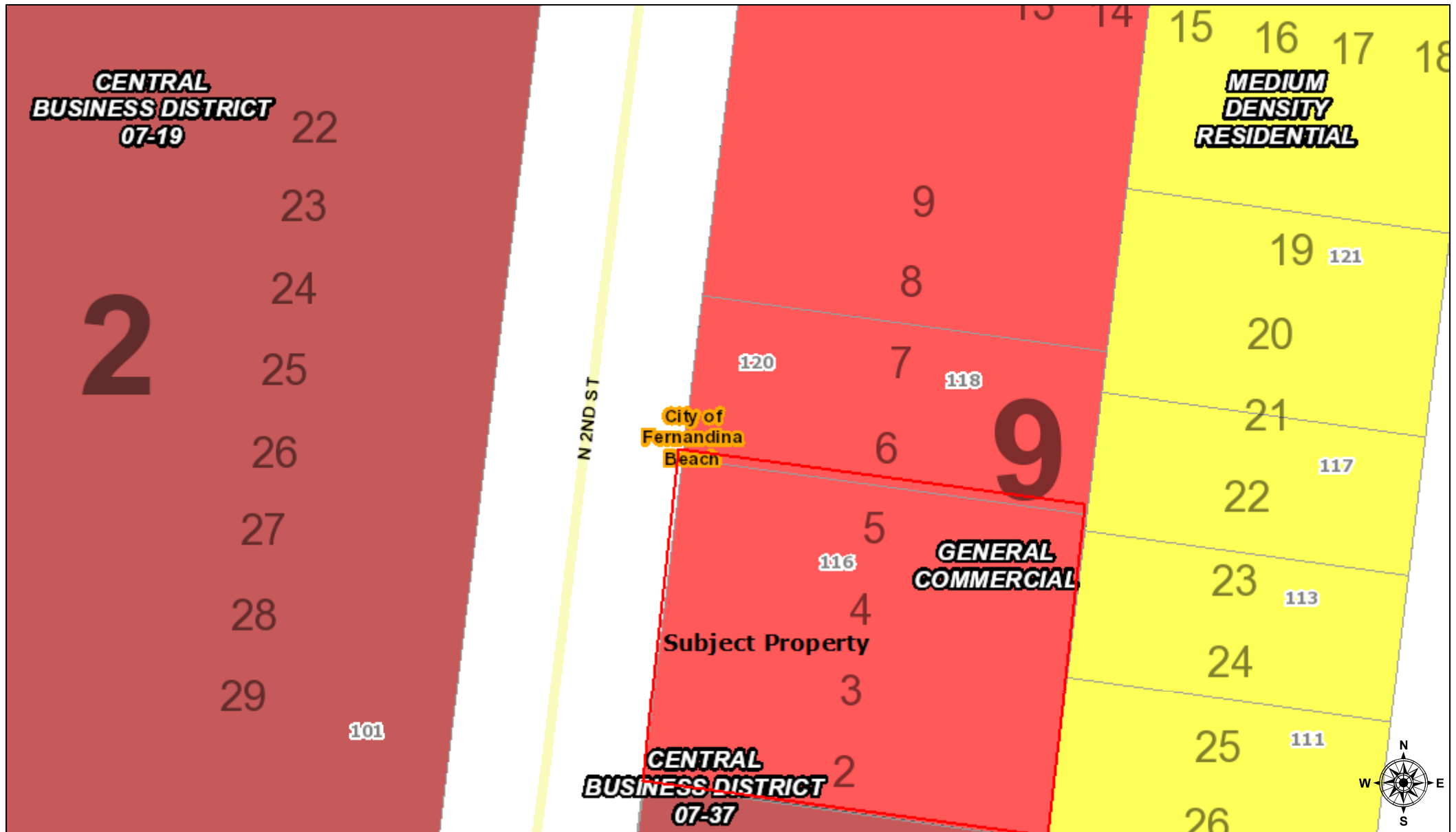
To talk with a planner about specific questions or to submit due diligence requests for more detailed information on the property, please contact the Department of Planning & Conservation at 904-310-3480.

Sincerely,

Salvatore J. Cumella

Attachments: Exhibit A- Identification Maps; Zoning & FLUM

116 N. 2nd Street FLUM



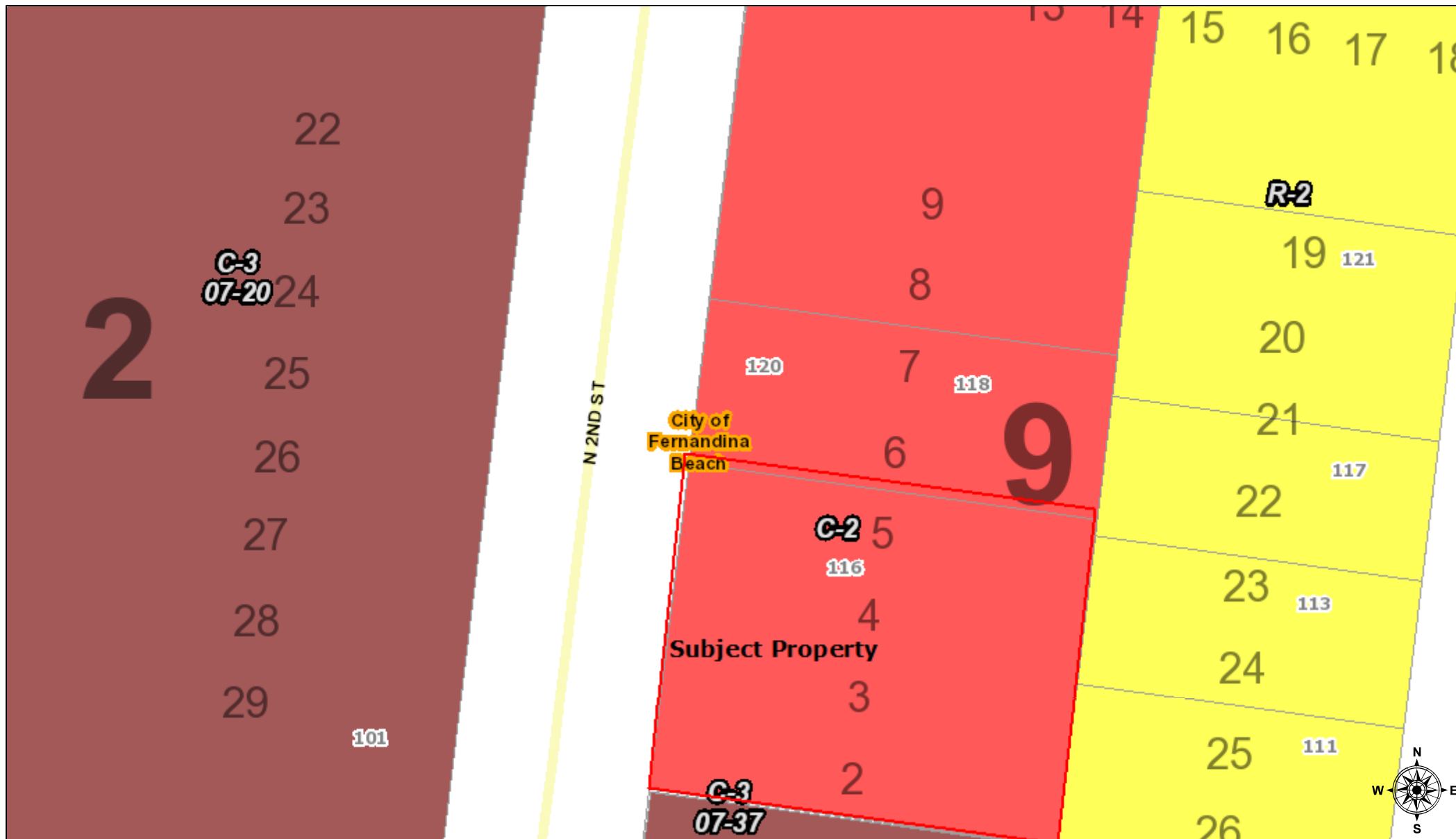
December 27, 2018

911 Address Labels

Land Parcels

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

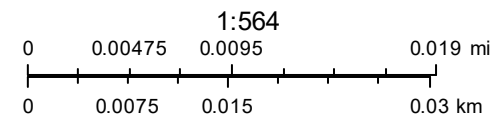
116 N. 2nd Street Zoning



December 27, 2018

911 Address Labels

☐ Land Parcels



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



CITY OF FERNANDINA BEACH

Department of Planning & Conservation

December 27, 2018

Teresa Prince
Tomassetti & Prince
406 Ash Street
Fernandina Beach, FL 32034

Re: Zoning Confirmation for 120 N. 2nd Street

Dear Ms. Prince,

As of the date of this letter, the property referenced above is in the **C-2 zoning district** and classified on the **Future Land Use Map (FLUM) as General Commercial**. Adjacent zonings are depicted on the attached map, *Exhibit A*. The following excerpted Land Development Code sections and tables provide basic information on this zoning district.

2.01.12 General Commercial (C-2)

The C-2 District is intended for the development of land uses to accommodate offices; commercial retail; personal services establishments; restaurants; transient accommodations; uses that provide sales and services for several neighborhoods; repair shops; retail sales and services; and other similar commercial uses. The General Commercial District recognizes existing development with locations that have access to arterial roads.

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- Clubs, Public or Private; Community and Recreation Centers
- Day Care Center
- Drug Store or Pharmacy
- Essential Public Services, such as Transmission Lines and Lift Stations
- Financial Institutions, Banks, and Credit Unions
- Funeral Home and Mortuary
- Gasoline Station, with or without a Convenience Store
- Grocery Store
- Health Clubs and Gyms
- Laundry and Dry Cleaning, On-Site, including Self-Service Laundry
- Laundry and Dry Cleaning, Pick-Up Only
- Liquor Store, Lounge, and Bar (without drive-through window)
- Lodging Accommodations



CITY OF FERNANDINA BEACH

Department of Planning & Conservation

- Manufacturing and/or Assembly – Artisan
- Medical and Dental Clinics
- Music, Dancing, Photography, or Art Studios
- Parking Lots and Parking Garages
- Personal Services, such as beauty/barber shops, tattoo parlor, massage or acupuncture therapy
- Professional Offices
- Religious Facilities
- Research, Education, and Development Facilities
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- Retail Stores
- Scooter and Moped Rentals
- Seasonal Sales
- Small Equipment or Appliance Repair Shops
- Specialty Food Stores, such as Bakeries or Ethnic Grocers
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CITY OF FERNANDINA BEACH

Department of Planning & Conservation

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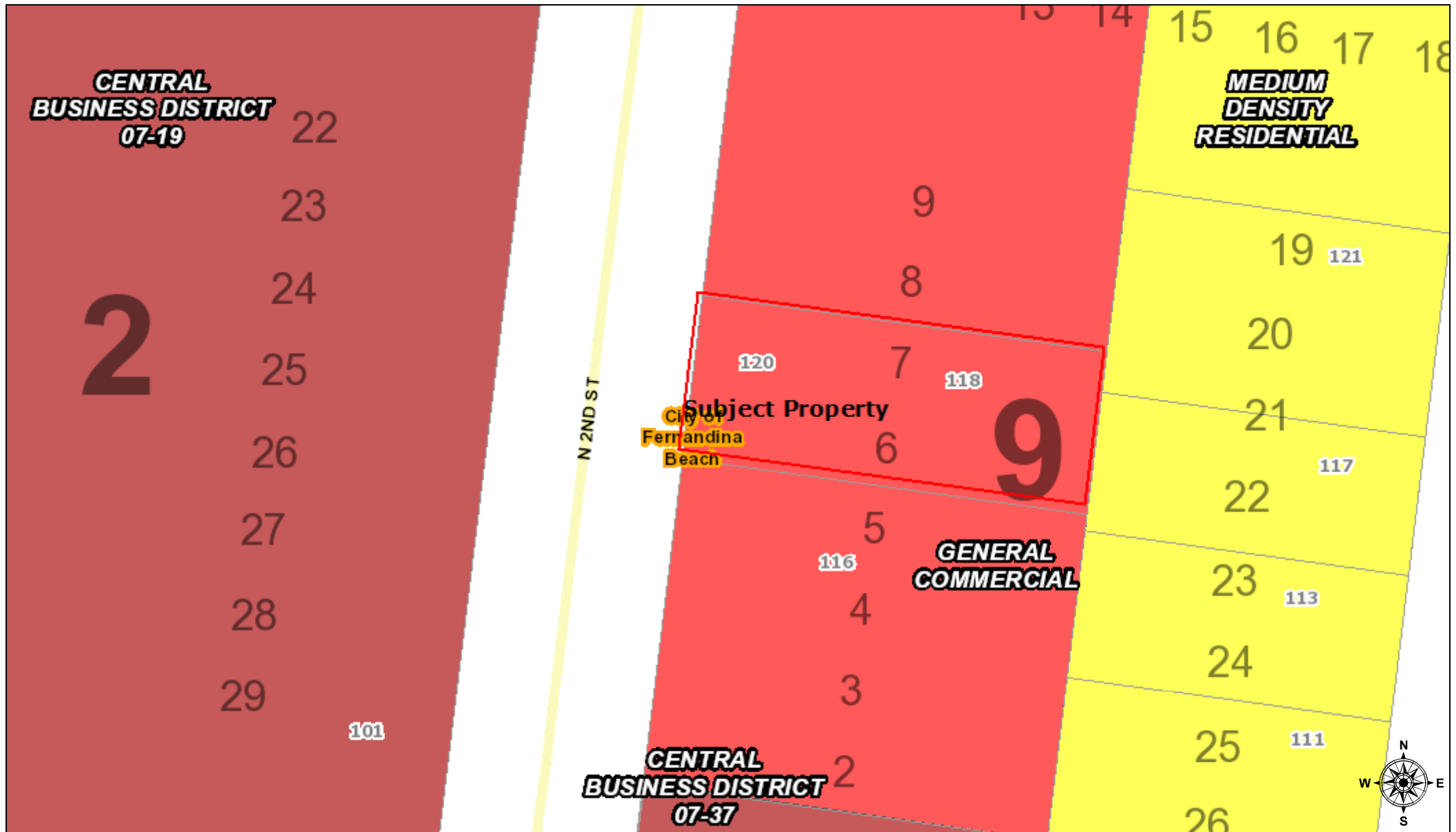
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Sincerely,

Salvatore J. Cumella

Attachments: Exhibit A- Identification Map; Zoning & FLUM

120 N. 2nd Street FLUM

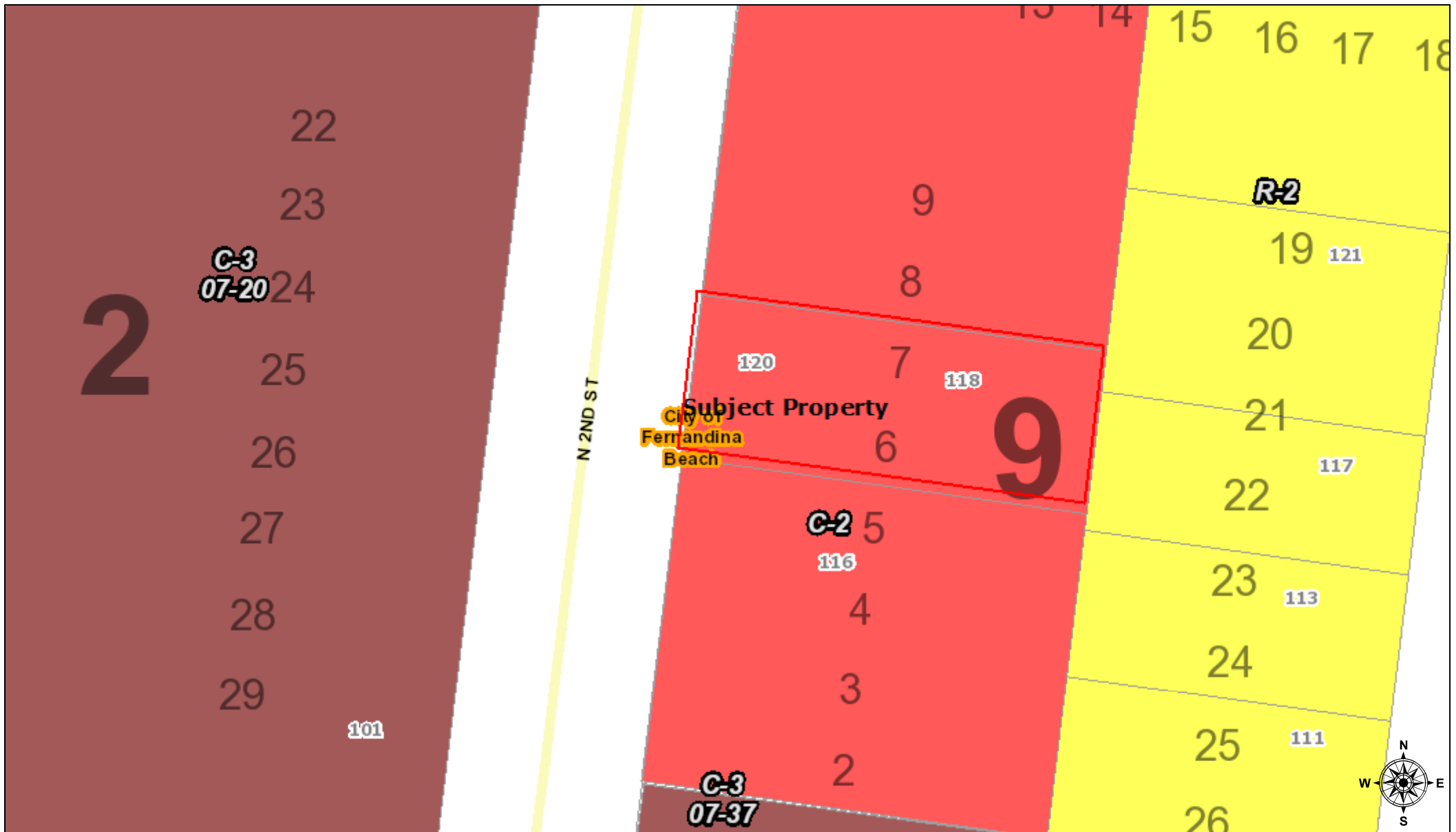


December 27, 2018

911 Address Labels

Land Parcels

120 N. 2nd Street Zoning

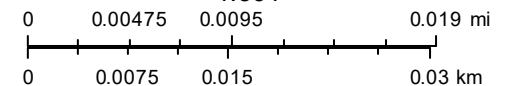


December 27, 2018

911 Address Labels

☐ Land Parcels

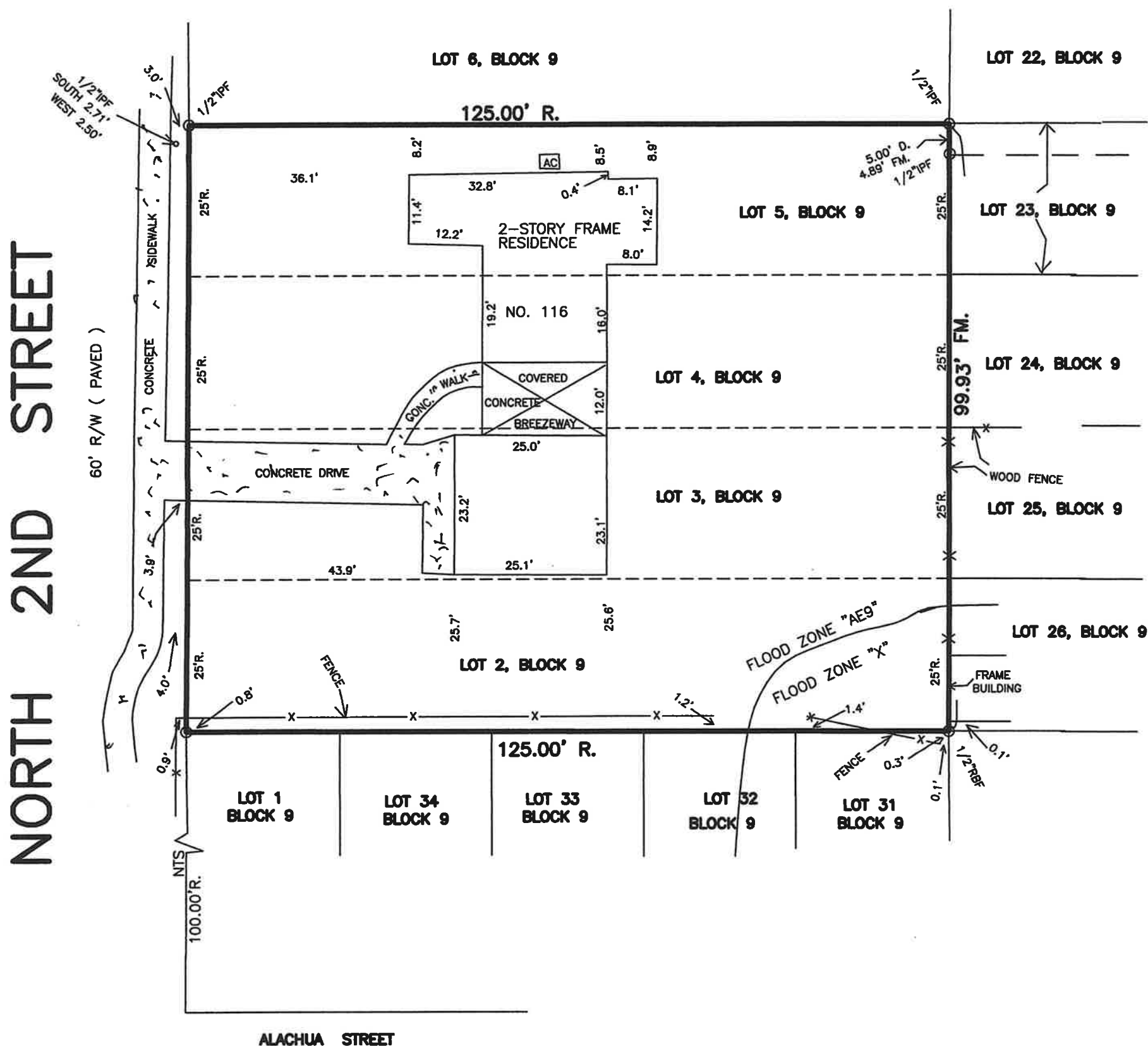
1:564



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

LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, AND KNOWN AND DESCRIBED UPON AND ACCORDING TO THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857, AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

NORTH



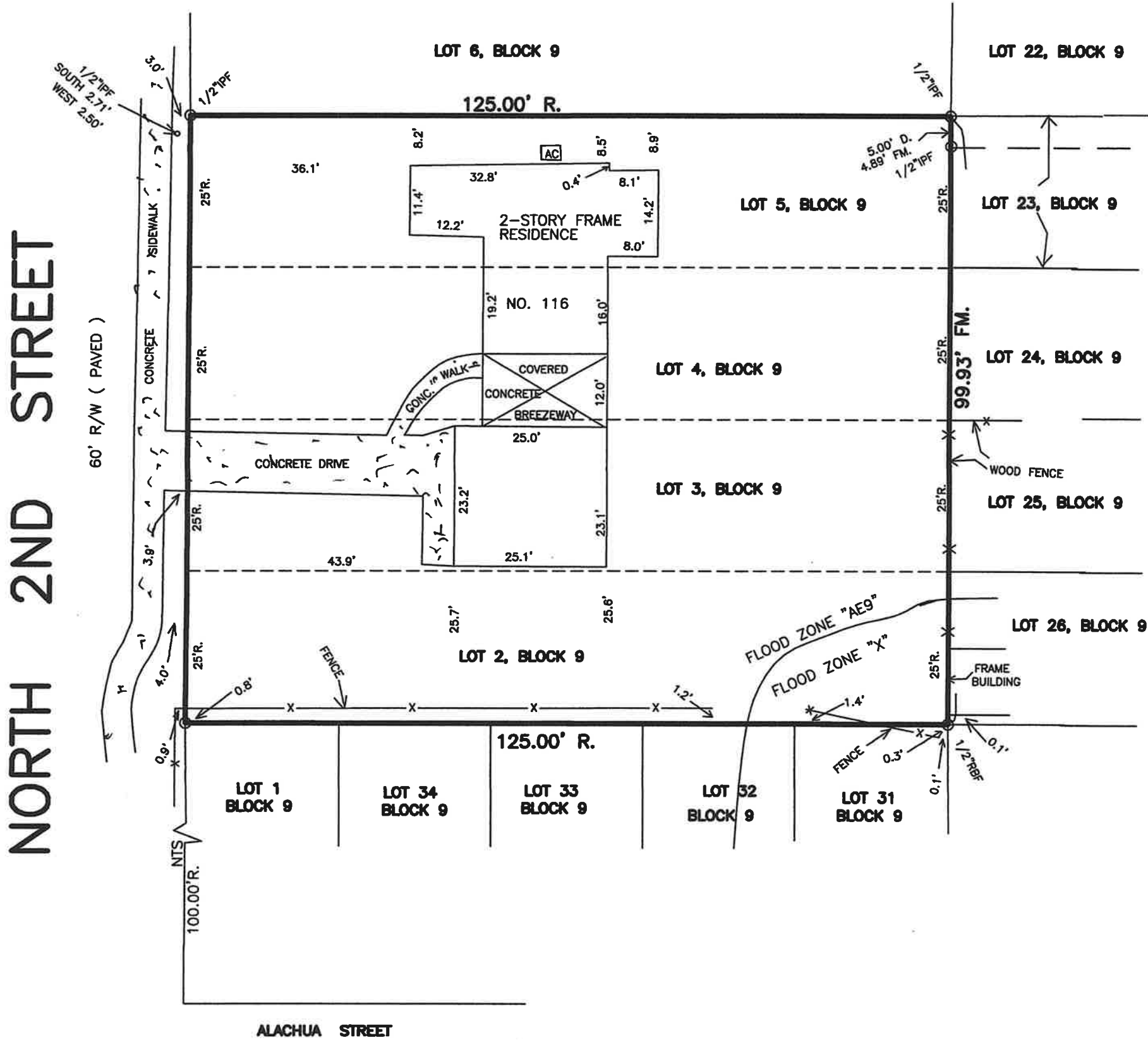
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

IRON PIPE FOUND - IPF
IRON PIPE SET - IPS
RE/BAR FOUND - RBF
NOT TO SCALE - NTS
BUILDING RESTRICTION LINE - BRL
CONCRETE MONUMENT FOUND - CMF
STAINLESS STEEL PIPE FOUND - SSPF
RIGHT-OF-WAY - R/W
POINT OF CURVE - PC
CENTERLINE - C

POWER LINE ---P-----
PLAT - P.
FIELD MEASURED - FM.
RECORD - R. DEED - D.
POWER POLE - O
CONCRETE - CONC.
FENCE -----X-----
RIGHT-OF-WAY - R/W
POINT OF REVERSE CURVE - PRC
POINT OF TANGENCY - PT
OFFICIAL RECORDS BOOK - O.R.B.

MAP SHOWING BOUNDARY SURVEY OF
LOTS 2, 3, 4 AND 5, BLOCK 9,
LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED
FERNANDINA), IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA,
AND KNOWN AND DESCRIBED UPON AND ACCORDING TO THE OFFICIAL
PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA
RAILROAD COMPANY IN 1857, AND ENLARGED, REVISED AND REISSUED
BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

FOR: CMR ISLAND PROPERTIES, LLC.



COASTAL LAND SURVEYORS
& MAPPERS, INC.

34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL. 904-261-8950 FAX 904-277-6650

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS
MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND
SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR
CHAPTER 180-7, GEORGIA STATUTES.

LICENSED BUSINESS NO. 6412
JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

BEARINGS BASED ON N/A

PROPERTY SHOWN HEREON LIES WITHIN
FLOOD ZONE X & AE9 AS SHOWN ON
FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120172 PANEL NO. 237G
DATED 8/2/17

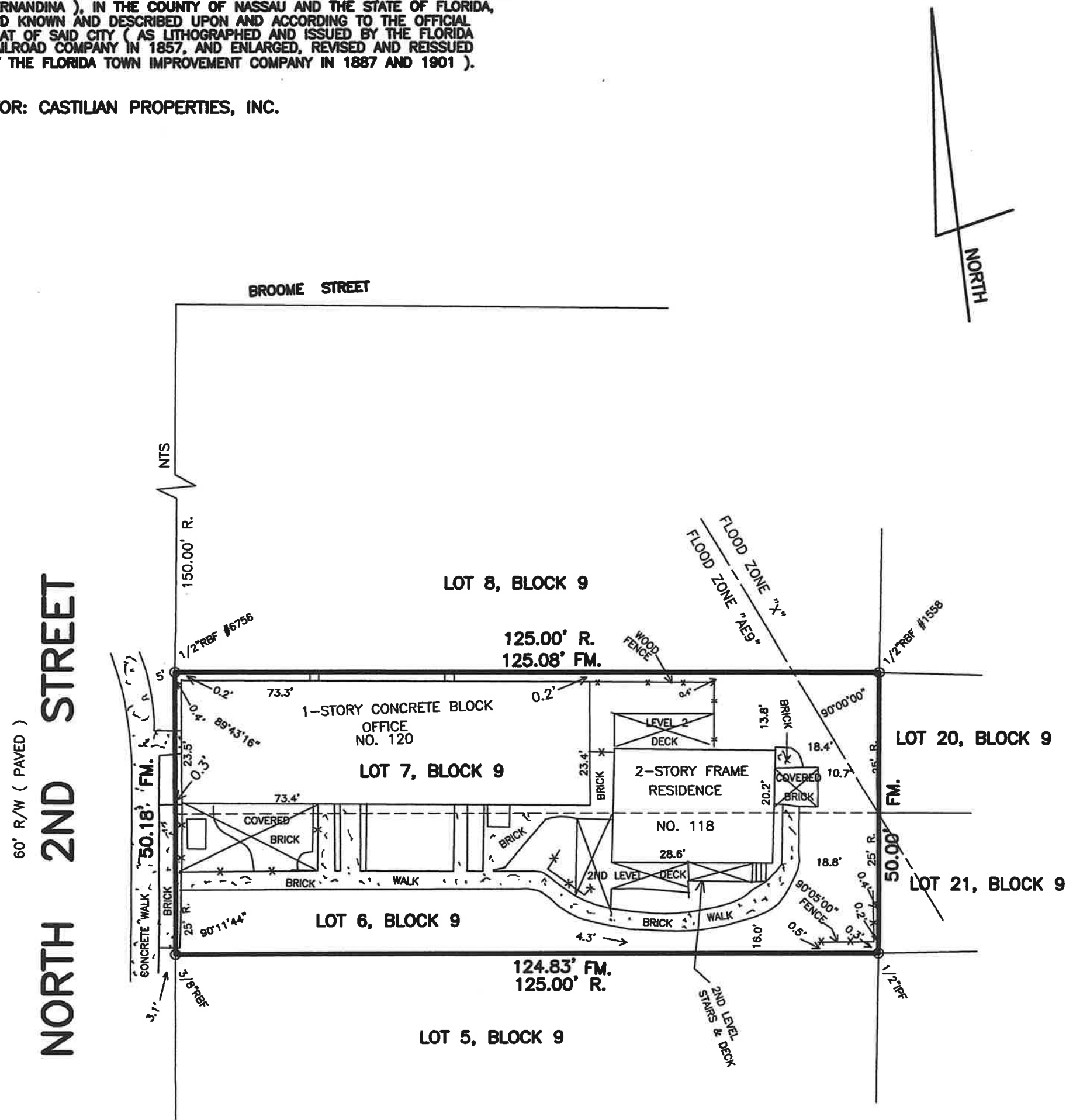
DATE OF SURVEY: OCTOBER 15, 2018
SCALE 1"=20'
JOB NO. 1810-10 F.B. 348

CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.
LEGEND:
IRON PIPE FOUND - IPF
IRON PIPE SET - IPS
RE/BAR FOUND - RBF
NOT TO SCALE - NTS
BUILDING RESTRICTION LINE - BRL
CONCRETE MONUMENT FOUND - CMF
STAINLESS STEEL PIPE FOUND - SSFP
RIGHT-OF-WAY - R/W
POINT OF CURVE - PC
CENTERLINE - C
POWER LINE - P
PLAT - P
FIELD MEASURED - FM.
RECORD - R. DEED - D.
POWER POLE - O
CONCRETE - CONC.
FENCE - X
RIGHT-OF-WAY - R/W
POINT OF REVERSE CURVE - PRC
OFFICIAL RECORDS BOOK - O.R.B.

MAP SHOWING BOUNDARY SURVEY OF
LOTS 6 AND 7, BLOCK 9,

LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED
FERNANDINA), IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA,
AND KNOWN AND DESCRIBED UPON AND ACCORDING TO THE OFFICIAL
PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA
RAILROAD COMPANY IN 1857, AND ENLARGED, REVISED AND REISSUED
BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

FOR: CASTILIAN PROPERTIES, INC.



COASTAL LAND SURVEYORS
& MAPPERS, INC.

34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL. 904-261-8950 FAX 904-277-8850

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS
MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND
SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR
CHAPTER 180-7, GEORGIA STATUTES.

[Signature] LICENSED BUSINESS NO. 6412
JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

BEARINGS BASED ON N/A

PROPERTY SHOWN HEREON LIES WITHIN
FLOOD ZONE X & AE9 AS SHOWN ON
FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120172 PANEL NO. 0237G
DATED 8/2/17

DATE OF SURVEY: OCTOBER 30, 2018
SCALE 1"=20'
JOB NO. 1810-21 F.B.347

CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.

LEGEND:
IRON PIPE FOUND - IPF
IRON PIPE SET - IPS
RE/BAR FOUND - RBF
NOT TO SCALE - NTS
BUILDING RESTRICTION LINE - BRL
CONCRETE MONUMENT FOUND - CMF
STAINLESS STEEL PIPE FOUND - SSPF
RIGHT-OF-WAY - R/W
POINT OF CURVE - PC
CENTERLINE - C
POWER LINE - P
PLAT - P.
FIELD MEASURED - FM.
RECORD - R. DEED - D.
POWER POLE - O
CONCRETE - CONC.
FENCE - F
POINT OF TANGENCY - PT
POINT OF REVERSE CURVE - PRC
OFFICIAL RECORDS BOOK - O.R.B.

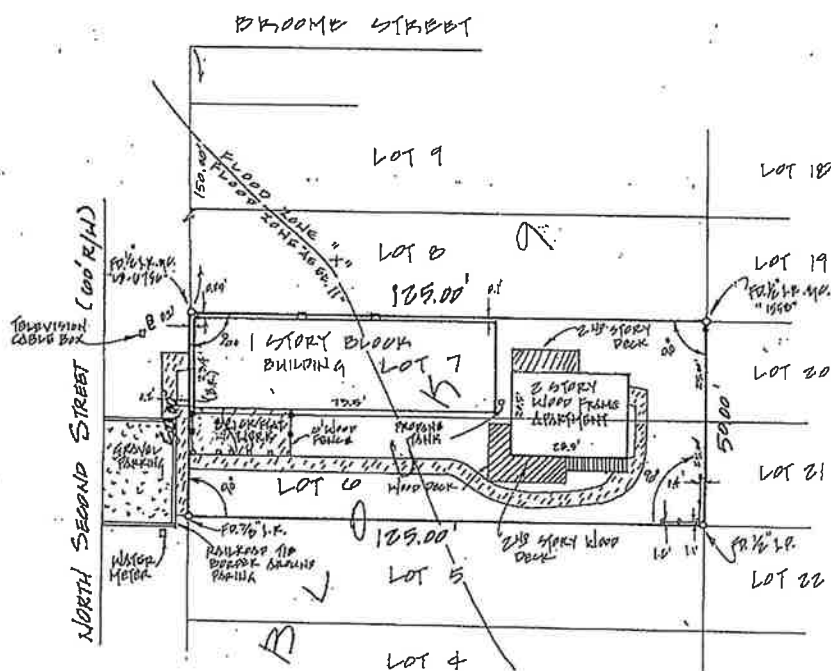
He would 1: K2
BZona h's if we
can add to CBR
Kelly
Call
D.K2
(917) 288-5880

LEGAL DESCRIPTION:

ALL OF THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), NASSAU COUNTY, FLORIDA, AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901) KNOWN AND DESCRIBED AS FOLLOWS:

LOTS SIX (6) & SEVEN (7), BLOCK NUMBER NINE (9), CITY OF FERNANDINA BEACH

CERTIFY TO:
CASILLIAN PROPERTIES, INC.
FOR THE BENEFIT OF:
FIRST NATIONAL BANK OF HAWAII COUNTY
FIRST AMERICAN TITLE INSURANCE COMPANY
MARSHALL E. WOOD, P.A.



SURVEY NOTES:

- 1) The "Legal Description" hereon is in accord with the description provided by the client.
- 2) Underground Improvements were not located or shown.
- 3) Lands shown hereon were not abstracted by this office for assessments, rights-of-way, ownership or other instruments of record.
- 4) Bearings and/or angles shown hereon are relative to those shown on the plat referenced in the legal description. The bearing reference line is indicated as thus (BR).
- 5) Fence ownership, if applicable, has not been determined by this office. Fences are drawn out of scale in order to approximate their relationship to property lines. Fences are not deemed to be encroachments unless ownership is apparent.
- 6) Unless it bears the signature and the original rolled seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
- 7) The property shown hereon lies within flood zone X-4A(1) as per F.E.M.A. Flood Insurance Rate Map, Panel 12P174 0004 dated 2-10-77.
- 8) Unless otherwise noted Measured angles and distances are the same as Plat or Dead angles and distances.

REVISED 12.27.01 TO SHOW NEW CERTIFICATIONS.

[illegible]

THE INFORMATION SHOWN HEREON MEETS THE MINIMUM
TECHNICAL STANDARDS SET FORTH BY THE FLORIDA
BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS
IN CHAPTER 61G17-8; FLORIDA ADMINISTRATIVE CODE,
PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY: Alan Franklin Glass
ALAN FRANKLIN GLASS
FLORIDA REGISTERED SURVEYOR
AND MAPPER CERTIFICATE No. 5712

Olde Isle
Surveying & Mapping Company

OLDE ISLE SURVEYING & MAPPING COMPANY
493 North U.S. Highway 17, Suite #2, Yulee, FL 32097
(904) 225-0597 * FAX (904) 548-0456 * oldislandearthlink.net
Certificate of Authorization Number "LB 6756"

SCALE: 1"=30'
DATE: 12-15-01
DRN BY: G.F.H.
CKD BY: A.G.
JOB NO: 01643
F.S. NO: 85
PAGE NO: 31

KEY

TILE 1ST
BRICK 2ND
PYRAMID 3RD

Fire proof construction.
(OR FIRE RESISTIVE CONSTN)

ADOBE

Adobe building.

HEIGHT OF BUILDING IN
FEET FROM GROUND
TO ROOF LINE.

Stone building.

(C. BR.)

Concrete, lime, cinder or
cement brick

(C. B.)

Hollow concrete or cement block constn

(CONC.)

Concrete or reinforced concrete constn

(TILE)

Tile building.

NUMBER OF STORIES 4

Brick building with frame cornice.

TWO STORIES AND BSMT 28
COMPOSITION ROOF

" " " stone front.

SHINGLE ROOF

" " " frame side.
(DIVIDED BY FRAME PARTITION)

(VEND)

Brick veneered building.

BRICK 1ST

" and frame building.

FRAME, BRICK LINED

Frame building, brick lined.

F=FLAT S=STORE

" " metal clad.

D=DWELLING

Frame building.

AinB AUTO IN BSMT

Iron building.

LOFT

Tenant building occupied by
various manufacturing or occupancies

(ASB. CL.)

Frame building covered with asbestos

NON COMBUSTIBLE ROOF
COVERING OF METAL,
SLATE, TILE OR
ASBESTOS SHINGLES

Brick building with brick or metal cornice.

DWELLINGS.

Framed air shafts are shown but colored
over. Brick air shafts are left white.

CLASSIFICATION OF BUILDINGS

Shown by varying number of dots or cir-
cles. Classified by New York Board of
Fire Underwriters as follows:

BRICK

1st Class (.) Slate or metal roof, coped walls.

2nd " (..) " " walls not coped.

3rd " (...) Shingle roof.

FRAME

1st Class (.) Slate or metal roof.

2nd " (..) Shingle roof.

Frame Buildings with BRICK FRONTS.

78' 5 Height of Buildings, in Stories and feet (74 ft. 6 in. and over).

Fronts of marble or other stone.

Iron Fronts.

" Dotted line." Interior brick wall, omitted on one or more floors.

Superior construction. { Built of non-inflammable
material "throughout,"
except flooring and trim.

Communications protected by single fire-proof doors { With designation
" " double " " { of floors.

Openings exposing Buildings.

Elevators with steam or other power. { Where enclosed with Brick or
Fire-proof material a heavy
line is drawn around them.

Skylights in Roof only.

" over Opening in floor.

Smoke-houses. Retorts, and Ovens.

Mansard Roofs. Corrugated Iron. Steam-boilers.

REFERENCE.

SPECIAL HAZARDS.

NAMES of Manufactories, &c., are written on buildings, when there is sufficient
space, and their construction classified by the same marks as on Dwellings. Other
Specially Hazardous Risks are COLORED GREEN, the varying number of dots
(brick) and crosses (frame) showing the comparative danger from fire by occupancy.



BRICK.

A Construction = to 1st class Warehouse.

B " = " 2nd " " "

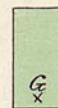
C " = " 3rd " " "

D " = " 1st "Store or Dw'g."

E " = " 2nd " " " "

F " = " 3rd " " " "

NOTE.—In classifying a building
as a Special, its CONSTRUCTION
is obliterated, necessitating a series
of letters, as follows:

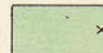
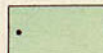


FRAME.

G Construction = to 1st class
Store or Dwelling.

H " = to 2nd class
Store or Dwelling.

Brick.....



.....Frame

Bakeries (ovens in building). Breweries. Cooperages. Drug stores (retail, with
privilege of compounding). Dyeing establishments. Fur dressers. Glass stainers.
Hat finishers. Hay (open stock, loose). Lamp sellers (privilege for kerosene &c.)
Laundries. Malt houses. Manufactories of Baskets, Bonnet-frames, Boots and shoes,
Caps, Clothing, Combs, Envelopes, Feather dusters, Fringe &c., Gas-fixtures, Gold
pens, Hats, Hemp, Jewelry cases, Morocco, Paper bags, Pocket-books, Ruffling and
ruches, Segars, Shirts, Tobacco, Umbrellas, Vinegar, Watches, Watch-cases, Writing
ink. Map mounting and varnishing. Metal mills. Molasses houses. Photographers.
Private stables. Smoke-houses. Tanneries. Tin-shops. Wheelwrights. Wire
workers. Wool-pullers.

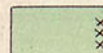
Brick.....



.....Frame

Bleaching works. Book-binders. Brass and iron foundries. Coppersmiths. Cotton
presses. Felling mills. Junk shops. Letter-press printers. Lithographers. Livery
and Cartmen's stables. Machine shops. Manufactories of Agricultural Implements.
Artificial flowers, Brooms, Brushes, Carriages, Cedar-ware, Floor-cloth, Grates, Guns,
Hoop-skirts, Jewelry, Lamps, Musical Instruments, Oil-cloths, Paper boxes, Paper
collars, Paper patterns, Patent Medicines, Plated ware, Rope and cordage, Safes,
Silverware, Starch, Stoves, Tin cans, Upholstery. Oil stores (petroleum and pro-
ducts). Print works. Rag stores. Slaughter houses. Snuff mills. Type and stereo-
type foundries. (And generally buildings not occupied by workers of light wood).

Brick.....



.....Frame

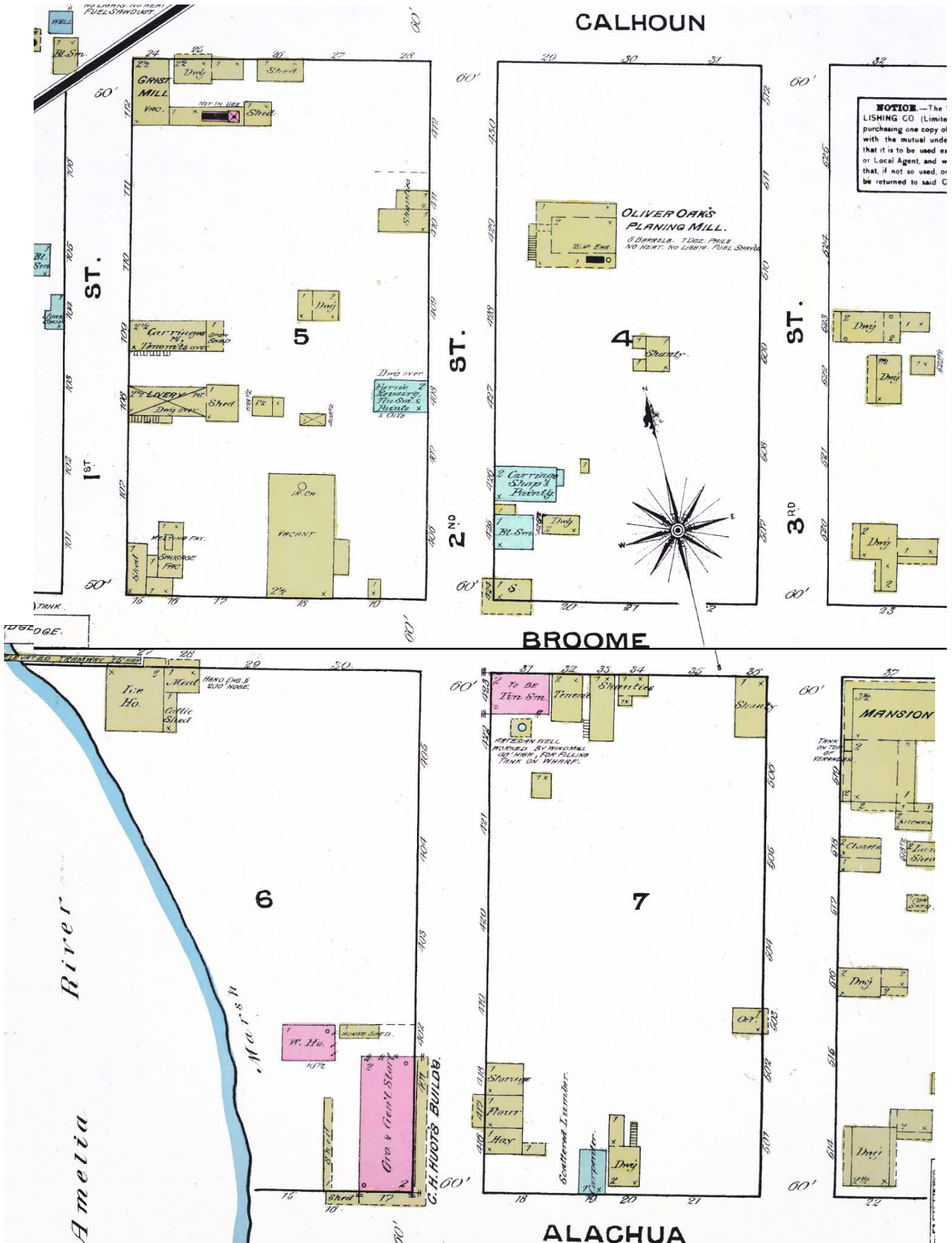
Box repairing. Cabinet-making. Carpenters' shops. Distilleries. Flax mills. Flour
or Grist mills. Japanners. Lard refineries. Manufactories of Artificial hair, Bagging,
Candles, Chairs, Clocks, Confectionery, India-rubber or gutta-percha, Ivory or lamp-
black, Looking-glass and Picture frames, Oiled clothing, Organs, Paper-hangings,
Perfumery, Pianos, Soap, Trunks. Oil mills. Paper mills. Rectifying establishments.
Sugar refineries. Tallow-melting or chandleries. Wholesale druggists (with com-
pounding). Woolen mills. (And generally risks where much heat or light wood is
used.)

Brick.....

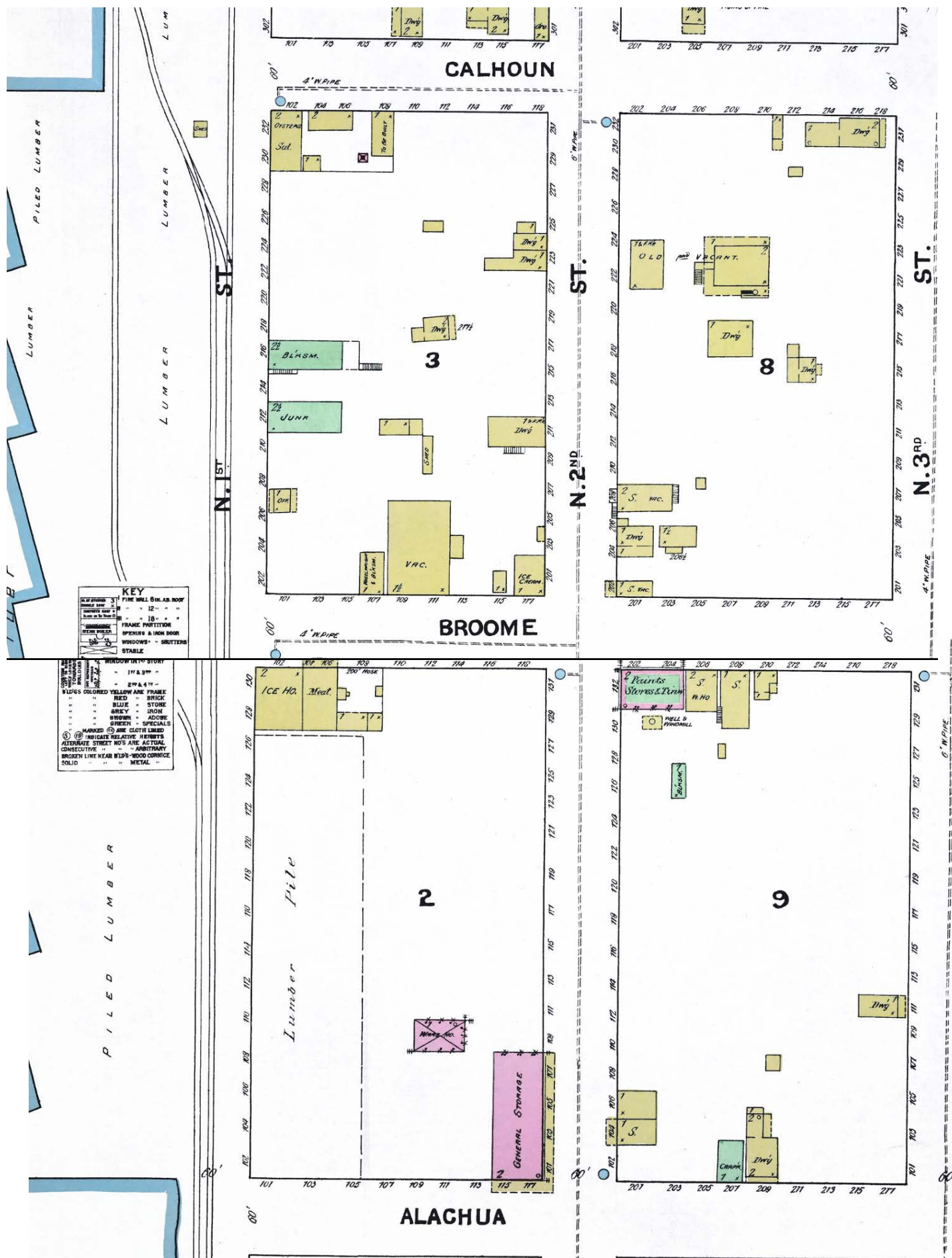


.....Frame

Chemical laboratories. Coffee and Spice mills. Drug mills. Fireworks on sale.
Match factories. Oil-boiling houses. Planing and Moulding mills. Printing-ink
factories. Sash, blind and door factories. Saw mills. Tar-boiling houses. Turpentine
distilleries. Varnish making. Window-shade factories.



1891 Sanborn Map of N. 2nd Street

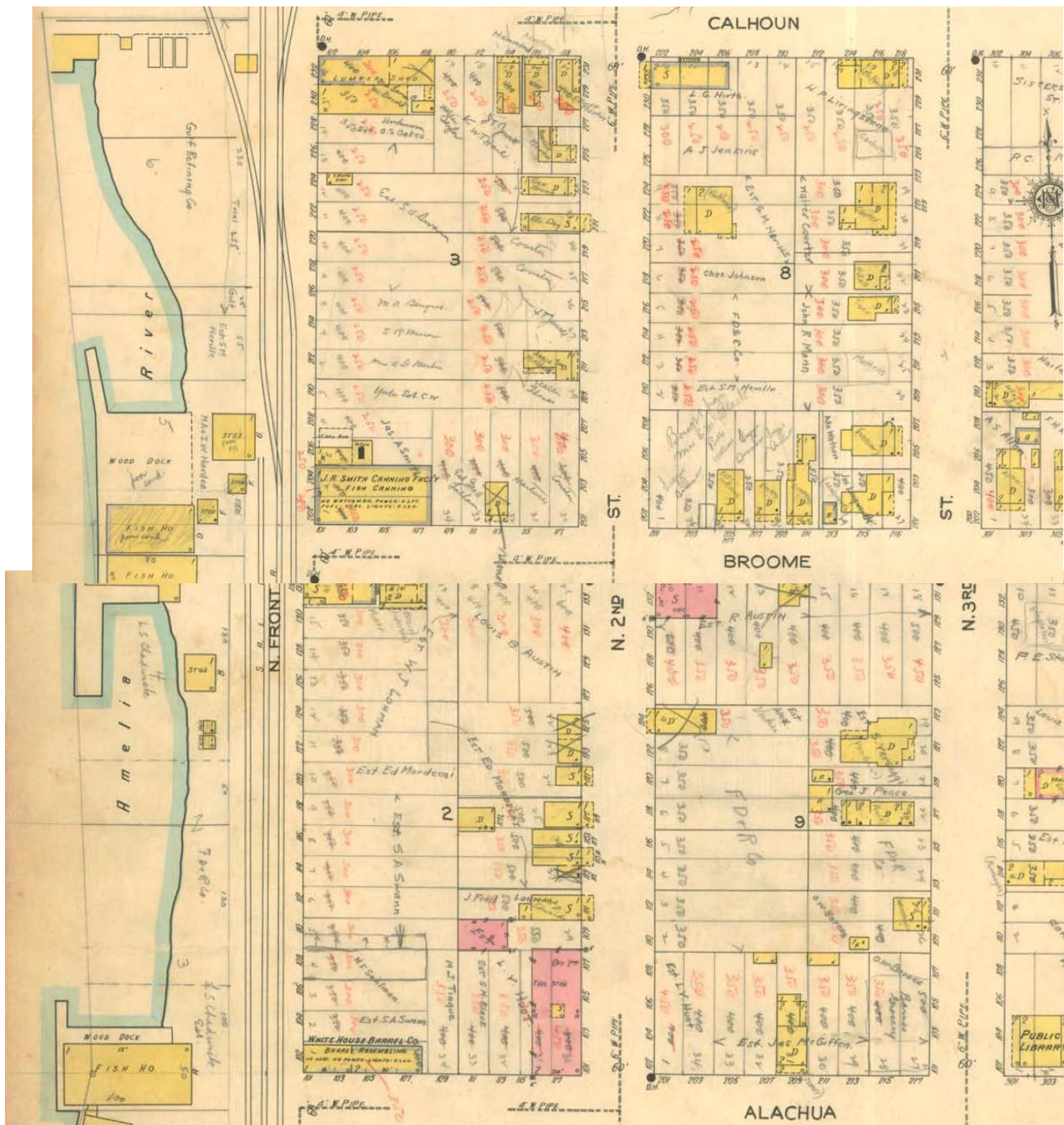




1909 Sanborn Map of N. 2nd Street



1926 Sanborn Map of N. 2nd Street



CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 2019-07
Zoning Map Amendment - 116, 118, and 120 North 2nd Street

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-07 at First Reading.

SYNOPSIS: The applicant's and property owners of 118, 120 and 116 N. 2nd Street have requested a small scale Future Land Use Map amendment and zoning change from the General Commercial (GC) land use and C-2 zoning designation to Central Business District (CBD) land use, and C-3 (Central Business District) zoning designation.

FISCAL IMPACT: Fiscal impact will be based upon proposed future development (number of sites and structures, infrastructure construction and maintenance, etc.).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2019-07 at First Reading.

Dale Martin, City Manager 01/25/2019

Pauline Testagrose, Comptroller 01/25/2019

Tammi E. Bach, City Attorney 01/25/2019

Kelly N. Gibson, AICP

Date: January 17, 2019

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Approve

ORDINANCE 2019-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S ZONING MAP FROM GENERAL COMMERCIAL (C-2) TO ASSIGN A ZONING MAP CATEGORY OF CENTRAL BUSINESS DISTRICT (C-3) FOR PROPERTY TOTALING APPROXIMATELY 0.43 ACRES OF LAND LOCATED AT 116, 118, AND 120 N. 2ND STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board reviewed the Zoning Map Amendment request under PAB Case# 2018-27 at its Regular Meeting on January 9, 2019, and by a vote of 4-1 recommended approval; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on December 28, 2018; and

WHEREAS, City Planning staff found the applicant's request to be consistent with the direction of the Comprehensive Plan, specifically policies 1.01.02, 1.02.03, 1.02.04, 1.02.08, 1.02.09, and 1.07.07 and recommends approval of the applicant's request.

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

SECTION 1. PROPERTY INVOLVED. The property identified for this change of the City's Zoning Map is identified as Parcel ID numbers 00-00-31-1800-0009-0060 and 00-00-31-1800-0009-0020, totaling approximately 0.43 acres, and is shown on the map, attached hereto as Exhibit "A".

SECTION 2. ZONING MAP CHANGE. For the property in question, the City's Zoning Map is hereby changed to Central Business District (C-3).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 4. This Ordinance shall take effect immediately after its final adoption.

ENACTED this 5th day of March, 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2019-07
EXHIBIT "A"

REQUEST FOR A ZONING MAP CHANGE FOR 0.43 ACRES OF LAND FROM GENERAL COMMERCIAL (C-2) TO CENTRAL BUSINESS DISTRICT (C-3) FOR PROPERTY LOCATED AT 116, 118, AND 120 N. 2ND STREET AND IDENTIFIED AS PARCEL ID#S 00-00-31-1800-0009-0060 AND 00-00-31-1800-0009-0020.





STAFF REPORT
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APPLICATION FOR SMALL- SCALE AMENDMENT TO THE FUTURE LAND USE MAP & ZONING CHANGE REQUEST

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Parcel A: Castilian Properties Inc. (120 N. 2 nd Street) Parcel B: Beverly Freeman Crews, James Kelly Freeman, Angela Karen Morgan, George Thomas Freeman (116 N. 2 nd Street)				
AGENT:	A. Jeffrey Tomasetti, d/b/a Tomasetti & Prince				
REQUESTED ACTION:	Small Scale Future Land Use Map Change and Zoning Map Change				
LOCATION:	120 N. 2 nd Street and 116 N. 2 nd Street– See Exhibit A				
CURRENT LAND USE + ZONING:	General Commercial (GC)/ General Commercial (C-2)				
PROPOSED LAND USE + ZONING:	Central Business District (CBD)/ Central Business District (C-3)				
EXISTING USES ON SITE:	118 and 120 N. 2nd Street: Mixed Use Office and Residential Built in 1900 and 1970 (Flood Zone AE BFE 9) 116 N. 2nd Street: Single Family Residential Home Built in 1940 (Flood Zone AE BFE 9)				
PROPERTY SIZE:	Totaling 0.43 Acres Parcel ID #: 00-00-31-1800-0009-0060 and 00-00-31-1800-0009-0020				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
CRA	North	Vacant Commercial Structure/ Proposed Miniature Golf Course		C-3	Central Business District
CRA	South	City Parking Lot	2016	C-2	General Commercial
HISTORIC DISTRICT	East	Single Family Residential Homes	1930, 2007, 1910	R-2	Medium Density Residential
CRA	West	Former Standard Marine Building		C-3	Central Business District

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Community Development Department Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant's and property owners of 118, 120 and 116 N. 2nd Street have requested a small scale Future Land Use Map amendment and zoning change from the General Commercial (GC) land use and C-2 zoning designation to Central Business District (CBD) land use, and C-3 (Central Business District) zoning designation. (**Exhibit A**).

The action is requested in order to allow for an urban mixed use redevelopment pattern and to correct the existing non-conforming uses of the properties where residential dwelling units have existed in a General Commercial land use and C-2 zoning district for many years. Both properties have maintained grandfather residential units on the respective properties.



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The parcels involved with the applicants' request are located within the City's Amelia River Waterfront Community Redevelopment Area (CRA). As such, any future structures constructed on the vacant properties must comply with LDC provisions specific to CRA properties. LDC Section 8.01.02 addresses criteria for development within the CRA; more specifically 8.01.02 (E) contains standards for CRA properties located east of Front Street. In 2007, City adopted CRA design guidelines to guide the design of future redevelopment of this area. The City's website contains more information about the CRA and its design guidelines at www.fbfl.us/CRA. Design review is handled through the Historic District Council. One of the established criteria of blight for the CRA was inadequate and outdated densities. Through individually initiated private applications, the City has supported the change from General Commercial/ C-2 or Industrial/ I-1 to the Central Business District/ C-3. Support for the conversion has been based on the compatibility with extending the urban development pattern historically witnessed within the area and as demonstrated by the property located at 120 N. 2nd Street.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.01.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

AND

Policy 4.01.01. The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	Policy 4.01.02 <i>All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.</i>
Potable Water Facilities	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services	240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
Police and Law Enforcement Services	Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

The existing land use and zoning (General Commercial/ C-2) of these properties does not permit any residential dwelling units. Under the proposed request of Central Business District (C-3), 34 dwelling units per acre are



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supported. Under Comprehensive Plan Section 1.05.04, existing platted lots of record within a residential or mixed use land use category are permitted one (1) residential unit due to nonconforming lot size. If the property is changed to a land use category containing residential density, the subject properties could either request to utilize existing underlying lots of record totaling 6 lots or configure the properties to achieve eleven (11) dwelling units.

The City has seven public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, Solid Waste, Fire-Rescue Services and Police and Law Enforcement Services. A determination of the impact of the proposed land use and zoning change must assess the net increase in development potential. The applicant has not provided a site plan as part of their application materials. A site plan is not required for Future Land Use Map change or zoning assignment request. All public facilities and services are currently available to the development and each service is able to maintain or exceed its level of service standards as required by Policies 1.01.02, 4.01.01 and 4.01.02. All levels of service will again be evaluated at the time that a development proposal is made through the Technical Review Committee and/or through a preliminary plat request.

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as:

- a. No Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
- b. No Areas of urban development or uses which fail to maximize the use of existing public facilities;**
- c. No Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
- d. No Leapfrog/scattered development or ribbon/strip commercial development patterns.**

The applicant's requested land use of Central Business District (CBD) and C-3 zoning achieves compliance with the direction provided in policy statement 1.02.03, specifically subsections a and b. The request is consistent with the Comprehensive Plan's policy statement 1.02.03, the configuration of the property by lot/block as well as the characteristics of the subject properties are in keeping with other properties found within the CBD.

The CRA was created and specific properties targeted for the purpose of realizing compact and energy efficient development which serves to maximize the use of existing public facilities within this area. The CRA established a Finding of Necessity in 2005, one for the four principal reasons why this area was determined to contain blighted conditions is due to its "inadequate and outdated building density patterns." It found that the entire district needed to be assessed for outdated land use patterns in connection with the downtown urban core, waterfront area, and industrial port properties.

The applicant's requested action serves to address the long term redevelopment strategy and for future infill opportunities in the CRA which serve to extend the urban development pattern leading from downtown to the Port of Fernandina. In keeping with the historic pattern for this area which contained a variety of uses (**See Sanborn Maps Exhibits**), the most appropriate land use and zoning district assignment under the City's current regulations are the Central Business District (CBD)/ C-3 zoning.

1.02.04. Decisions on amendments to the FLUM shall be based on an analysis of the suitability and compatibility of the proposed use, based on the following factors:



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- a. Type and density or intensity of surrounding uses;**
- b. Zoning districts in the surrounding area;**
- c. Demonstration of adequate water supply and water supply facilities;**
- d. Appropriateness of the size of the parcel compared to the proposed use;**
- e. Physical condition of the site, and the suitability of soils and topography for the proposed use;**
- f. Suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, flood zones, or historic resources;**
- g. Compatibility factors;**
- h. Impact on adopted levels of service standards and quality of service standards; and**
- i. Location in a Coastal Upland Protection Zone (CUPZ).**

Within the area surrounding the applicants' property are a wide range of existing uses including; a warehouse and storage area serving the port's needs; public parking directly facing the properties; and vacant land within the CRA which historically contained a variety of uses. The properties' existing land use and zoning under General Commercial/ C-2 not compatible with the surrounding area. The applicant's requested action serves to provide a down-zoning or transition from the port's industrial operations to the adjoining residential areas.

The most compatible land use and zoning designation for these properties as well as the properties fronting N. 2nd Street is Central Business District (CBD)/ C-3 zoning. The CBD/C-3 zoning designation exists diagonally from the applicants' properties as part of the former Standard Marine property on North 2nd Street between Alachua and Broome Streets. Staff recognizes the need to assign the appropriate land use and zoning district of Central Business District (CBD)/ C-3 zoning to the public parking lots located at the corners of N. 2nd at Alachua Street and Broome Streets in keeping with the direction to create and extend the urban core through the CRA. Staff intends to file an application to correct the land use and zoning for these properties in order to establish a consistent land use and zoning district pattern for properties on N. 2nd Street.

The applicant has not supplied a report stating the soil suitability or the presence or absence of natural resources; however, this is not a greenfield development. A soil suitability analysis and biological survey will be required prior to receiving a local development order from the Technical Review Committee, as applicable. Adequate levels of service are discussed in the preceding paragraphs. The applicant has provided some general information within their synopsis letter which describes the type of soil found on the properties.

Policy 1.02.08.

Stable or established residential areas shall be protected from encroachment by incompatible development by establishing and increasing the amount of mixed use transitional areas. This policy does not preclude necessary community facilities from locating within residential areas when such activities satisfy the criteria established in the City's comprehensive plan and land development regulations.

The applicant's request for assignment of the Central Business District (CBD) future land use category for the subject properties serves to accomplish the intent of this policy statement. By definition of the land use category requested, Central Business District (CBD) allows for a mixed use urban development pattern. Assignment of this land use category not only corrects the existing non-conformities on the subject properties, but it also permits the historic built pattern of this area to be realized through future redevelopment efforts whereby commercial and residential coexist. (See Sanborn Maps Exhibits)

Policy 1.02.09.

The City shall provide for the orderly transition of incompatible uses. Where infeasible to separate incompatible uses then, buffering and mixed use transition areas shall be required to promote a smooth



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land use transition. Any potential adverse impacts caused by incompatible land uses located adjacent to each other shall be minimized by drought tolerant and native landscaping, low impact development strategies and buffer requirements.

The applicant's request for assignment of the Central Business District (CBD) future land use category for the subject properties serves to accomplish the intent of this policy statement. The most compatible land use and zoning designation for these CRA properties as well as the CRA properties fronting North 2nd Street is Central Business District (CBD)/ C-3 zoning in order to create a smooth land use transition. The City has established policies for buffering and setbacks established in Chapter 4 of the Land Development Code. Further, these properties are bound by even more stringent design criteria found in Chapter 8 of the LDC due to its location within the CRA.

Policy 1.07.09.

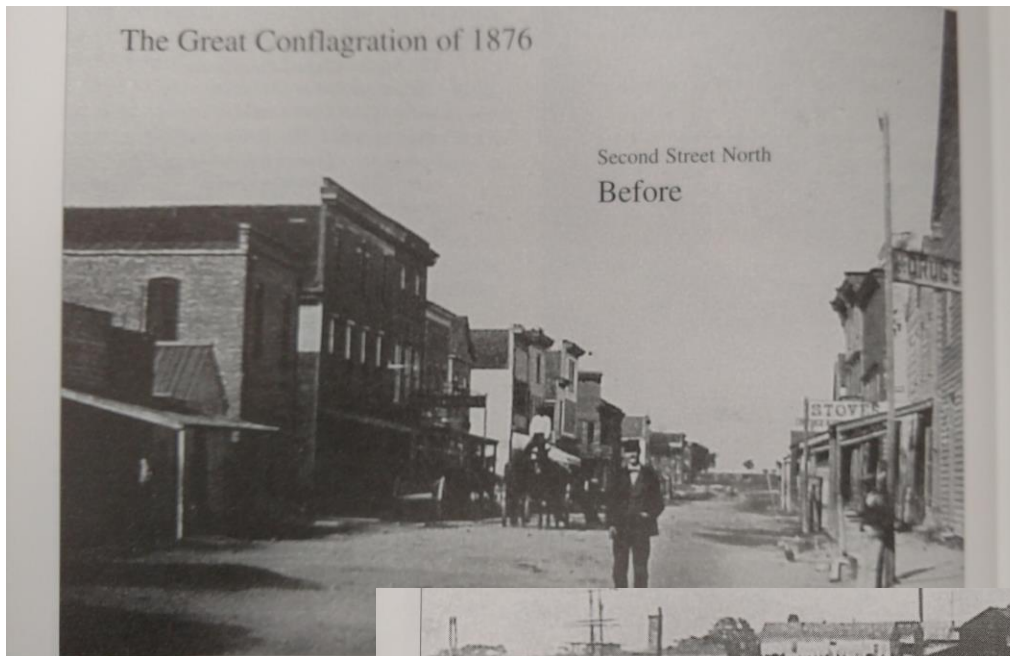
Central Business District (CBD)

- a. The FLUM designation of central business district is applied to the City's downtown, as the center for residential, financial, commercial, governmental, professional, cultural, and related activities.
- b. The Central Business District category is designed to accommodate single-family or duplex residential uses, either "stand alone" or in mixed residential and business use structures; offices; commercial retail; personal services establishments; restaurants; transient accommodations; commercial parking facilities; civic uses; and cultural uses.
- c. Additional uses may be permissible subject to additional standards: indoor recreation facilities, multi-family dwellings, marinas, day-care centers, and educational facilities.
- d. The density of residential development in the Central Business District land use category shall not exceed thirty-four (34) units per acre.
- e. The intensity of non-residential development shall not exceed a FAR of 2.0.
- f. A proposed amendment to the FLUM to increase the land area within the Central Business District; land use category shall demonstrate the suitability of the proposed site based on:
 1. The need for additional land area within the Central Business District land use category;
 2. Consistency of the land area with the characteristics of the Central Business District; and;
 3. Consistency of the land area with the characteristics of the downtown.

The applicant clearly articulates the consistency of the proposed CBD land use with the subject properties on the surrounding area. Staff finds that the need for additional land area within the CBD land use category is demonstrated through the properties' location within the Community Redevelopment Area (CRA) and further bolstered by the range of uses which historically existed on this block face (**See Sanborn Map Exhibits**). Application of the CBD land use category to these properties serves to correct the current inefficient and inadequate land use pattern which exists within the area. Further, the proposed land use category serves to protect the neighboring residential uses and allows for residential development opportunities within walking distance to the services and employment options in the downtown area. The future infill development of these properties that may be accomplished under the proposed CBD land use enables the downtown streetscape to be extended thereby, making an even clearer connection between this area and the rest of downtown consistent with how the City originally developed. This would make the area more walkable and pedestrian friendly to the adjoining residential neighborhood. Staff found photographic evidence of the urbanized streetscape that existing along N. 2nd Street prior to the 1876 fire which burned the original structures within this area. Previously, the County Courthouse was located along N. 2nd Street in addition to a variety of retail and trade services.



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PAB (LU/CZ) 2018-27
Planning Advisory Board Hearing
November 14, 2018



Reference: Johannes, J. (2000). *Yesterday's Reflections II Nassau County, Florida - A Pictorial History*. Fernandina Beach: Lexington Ventures, Inc.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

The requested Central Business District C-3 zoning provides for a mix of residential and non-residential uses which are typically found within a downtown urban environment. Permissible uses are provided in Table 2.03.02 of the Land Development Code (LDC).

Section 2.01.13 of the LDC states the intent of the C-3, Central Business District, zoning classification.

The C-3 District is intended for the development of land uses within the central business district as the City's center for residential, financial, commercial, governmental, professional, and cultural activities. The Central Business District category is designed to accommodate single-family or duplex residential uses, either



STAFF REPORT
PAB (LU/CZ) 2018-27
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freestanding or in mixed residential and business use structures; offices; commercial retail; personal services establishments; restaurants; transient accommodations; commercial parking facilities; civic uses; and cultural uses.

The C-3 zoning assignment is requested by the applicants in order to correct the existing non-conforming use aspects of the multi-family structure and allow for development of residential and non-residential use either as stand-alone structures or in a mixed use form. Any future redevelopment of the site will be reviewed by the Technical Review Committee (TRC) and Historic District Council (HDC) and consistency with LDC and design requirements will be addressed at that time.

CONCLUSION:

Staff finds the requested action to be consistent with the Comprehensive Plan and Land Development Code, as it is an appropriate extension of a mixed residential and non-residential land use and zoning district into a historically urbanized area leading to the port. The requested action extends a compatible zoning district to properties adjoining industrial and commercial land uses. Further, the requested action serves to satisfy the goals to eliminate inadequate and inefficient land uses within the Community Redevelopment Area (CRA) Plan and provide for meaningful redevelopment opportunities.

It is recommended that the assignment of Central Business District (CBD) land use and C-3 zoning be approved for these properties. Extension of the CBD/C-3 land use and zoning district provides a harmonious and beneficial relation among buildings and uses within the area. This mixed use category allows for redevelopment and infill development opportunities which serve to enhance the City's downtown core while realizing the goals established for the CRA. The CRA guidelines and LDC requirements, previously discussed, provide standards intended to protect the exiting residential zoned properties on the east side of this block.

Please Note: All properties within the CRA, regardless of the assigned zoning district, are required to satisfy requirements for on-site parking as determined by use and allocated in LDC Section 7.01.04. Non-residential uses within the CRA are able to pay a fee in-lieu of the required parking in order to satisfy their on-site parking demands.

MOTIONS TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2018-27 to the City Commission requesting a Future Land Use Map assignment of Central Business District land use and C-3 zoning from General Commercial land use and C-2 zoning, as described and that PAB case 2018-27 as presented, **(is or is not)** sufficiently compliant with applicable Florida Statutes, Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by:

Kelly N. Gibson, AICP
Director of Planning & Conservation



STAFF REPORT
PAB (LU/CZ) 2018-27
Planning Advisory Board Hearing
November 14, 2018

EXHIBIT A



OFFICE USE ONLY **Revised from**
 REC'D: **11/06/18** BY: **KG**
 PAYMENT: \$ **2000** TYPE: **#1066**
 APPLICATION #: **2018-0001658**
 CASE #: **PAB 2018-27**
 BOARD MEETING DATE: **11/14/18**



AMENDED
 PLANNING ADVISORY BOARD APPLICATION

- | | |
|---|--|
| ☒ ZONING MAP AMENDMENT
(≤ 10 acres \$850 / > 10 acres \$1,600) | ☐ SUBDIVISION PLAT – PRELIM (\$750) |
| ☒ LAND USE MAP AMENDMENT
(≤ 10 acres \$850 / > 10 acres \$1,600) | ☐ SUBDIVISION PLAT – FINAL (\$850) |
| ☐ LDC TEXT AMENDMENT (\$850) | ☐ VACATION OF R.O.W. (\$850) |
| ☐ COMP PLAN AMENDMENT (\$850) | ☐ VOLUNTARY ANNEXATION (\$1050) |

APPLICANT INFORMATION

Parcel A: Castilian Properties, Inc. for 120 N. 2nd Street
 Owner Name: Parcel B: Beverly Freeman Crews, James Kelly Freeman, Angela Karen Morgan, George Thomas Freeman for 116 N. 2nd Street
 Mailing Address: Parcel A: 120 N. 2nd Street, Suite A, Fernandina Beach, FL 32034
 Parcel B: 96174 Marantha Road, Yulee, FL 32097
 Telephone: _____ Fax: _____
 Email: _____

Agent Name: A. Jeffrey Tomassetti, PLC, d/b/a Tomassetti & Prince
 406 Ash Street, Fernandina Beach, FL 32034
 Mailing Address: _____
 Telephone: (904) 261-1833 Fax: (904) 212-0350
 Email: info@tpislandlaw.com and tprince@tpislandlaw.com

PROPERTY INFORMATION

Street Address: Parcel A: 120 N. 2nd Street and Parcel B: 116 N. 2nd Street
 Parcel Identification Number(s): Parcel A: 00-00-31-1800-0009-0060 and Parcel B: 00-00-31-1800-0009-0020
 Parcel A: 6 & 7 9 (both
 Lot Number: Parcel B: 2, 3, 4, & 5 Block Number: parcels Subdivision: _____
 Section: _____ Township: _____ Range: _____

PROJECT INFORMATION

Total Number of Lots/Parcels: 1

Less than One (1) acre Sq. Footage: Parcel B: .29 acres Parcel A: .14 acres One (1) Acre or Greater: _____

Existing Zoning Classification: C-2

Existing Future Land Use Classification: General Commercial

Previous Planning/Zoning Approvals: _____

Description of Request:

This application requests a small scale FLUM amendment from the General Commerical (GC) land use to the Central Business District ("CBD") land use, and from General Commercial (C-2) zoning designation to Central Business District (C-3) zoning designation for the property located at 116 N. 2nd Street, and 120 N. 2nd Street, Fernandina Beach, FL.

SIGNATURE/NOTARY

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

10/31/18 Musa D. Prince
Date Signature of Applicant

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 31st day of October, 2018.

Jaime Herrmann Jaime Herrmann 9/21/19
Notary Public: Signature Printed Name My Commission Expires

Personally Known X OR Produced Identification _____ ID Produced: _____





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Beverly F. Crews, James K. Freeman Jr., George T. Freeman, Angela K. Morgan
(print name of property owner(s))

hereby authorize: CMR Island Properties, LLC
(print name of agent)

to represent me/us in processing an application for: Rezoning
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

Beverly F. Crews DocuSigned by:
(Signature of owner) George T. Freeman
1F36D7C0E94C425...

JKF DocuSigned by:
(Signature of owner) James K. Freeman
FA797D0C65EA4E9...

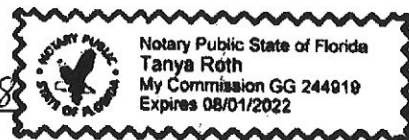
Angela K. Morgan DocuSigned by:
(Signature of owner) Angela K. Morgan
3DE77C0977D44AC...

Beverly F. Crews George T. Freeman
(Print name of owner)

James K. Freeman Angela K. Morgan
(Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 12th day of October, 2018



Tanya Roth
Notary Public: Signature

Tanya Roth
Printed Name

8/1/2022
My Commission Expires

Personally Known _____ OR Produced Identification ☒ ID Produced: FL DL # C620-066-49-5080

(Signature of owner)

Beverly F. Crews
(Signature of owner)

(Print name of owner)

Beverly F. Crews
(Print name of owner)

**BUYER'S AUTHORIZATION
FOR REPRESENTATION FOR APPLICATION**

I, John E. Sasser, an Authorized Member for CMR Island Properties, Inc., a foreign limited liability company, duly licensed to do business in Florida, and the buyer of real property located at 116 N. 2nd Street, Fernandina Beach, FL 32034 (the "Property") hereby authorize our legal counsel, A. Jeffrey Tomassetti, PLC, d/b/a/ Tomassetti and Prince to apply to the City of Fernandina Beach to process an application for Rezoning and FLUM Amendment on our behalf for the Property. In authorizing the agent to represent our entity, I attest that the application is made in good faith and that any information contained in the application is accurate and complete.

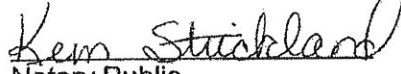
CMR Island Properties, a foreign limited liability company

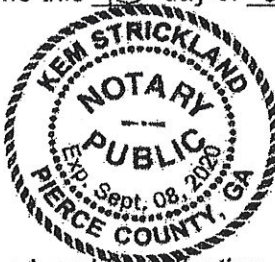

By: John E. Sasser
Its: Authorized Member

STATE OF GA

COUNTY OF Ware

Subscribed and sworn to before me this 15 day of October, 2018


Notary Public
Kem Strickland
Printed Name
9-8-2020
Commission Expiration



Personally known ✓ OR Produced Identification _____

ID Produced: _____



OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Peter O. Mallory, President of Castilian Properties, Inc.
(print name of property owner(s))

hereby authorize: A. Jeffrey Tomassetti, PLC d/b/a Tomassetti & Prince
(print name of agent)

to represent me/us in processing an application for: Rezoning and FLUM Amendment
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

Peter O. Mallory (Signature of owner) _____ (Signature of owner)

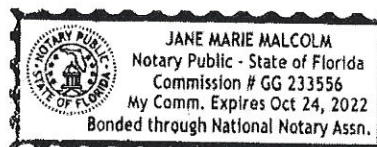
Peter O. Mallory, Castilian Properties Inc. (Print name of owner) _____ (Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 31st day of October, 2018.

Jane Marie Malcolm Notary Public: Signature Jane MARIE MALCOLM Printed Name 10/24/22 My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Peter O. Mallory, President of Castilian Properties, Inc.
(print name of property owner(s))

hereby authorize: A. Jeffrey Tomassetti, PLC d/b/a Tomassetti & Prince
(print name of agent)

to represent me/us in processing an application for: Rezoning and FLUM Amendment
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

Peter O. Mallory (Signature of owner) _____ (Signature of owner)

Peter O. Mallory, Castilian Properties Inc. (Print name of owner) _____ (Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

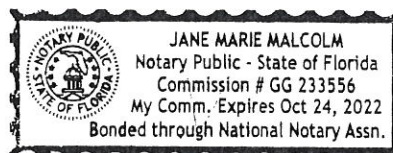
Subscribed and sworn to before me this 31st day of October, 2018.

Jane Marie Malcolm
Notary Public: Signature

Jane Marie Malcolm
Printed Name

10/24/22
My Commission Expires

Personally Known ☒ OR Produced Identification _____ ID Produced: _____





Law Office of

TOMASSETTI & PRINCE

November 1, 2018

A. Jeffrey Tomassetti
Teresa L. Prince

AMENDED LETTER OF INTENT FOR CASTILIAN PROPERTIES, INC. AND CMR ISLAND PROPERTIES, LLC

The Consistency of the Proposed Action with the City's Comprehensive Plan and Justification of Proposed Action

Our office represents Castilian Properties, Inc., a Florida corporation, owner of the real property located at 120 N. 2nd Street, Fernandina Beach, FL 32034 ("Parcel A") and CMR Island Properties, LLC, a foreign limited liability company, duly licensed to do business in Florida, who is the Buyer of real property owned by Beverly Freeman Crews, James Kelly Freeman, Jr., Angela Karen Morgan, and George Thomas Freeman, and located at 116 N. 2nd Street, Fernandina Beach, Florida 32034 (the "Parcel B") (collectively, the "Subject Properties"). In support of redevelopment efforts within the Community Redevelopment Area ("CRA"), this application requests a Future Land Use Map ("FLUM") amendment from the General Commercial ("GC") land use to Central Business District ("CBD") land use, and zoning change from General Commercial ("C-2") to Central Business District ("C-3"), for Parcel B, which is approximately .29 acres, and Parcel A, which is .14 acres.

Pursuant to Section 2.01.13, Land Development Code ("LDC") and Policy 1.07.10, Comprehensive Plan Policy ("Comp Plan"), the CBD FLUM and C-3 zoning designation is a mixed-use category that serves as a logical transition between the industrial activities to the west, and the residential uses to the east of the Subject Properties. This is because the CBD FLUM and C-3 zoning allow for both residential and commercial uses. This transitional land use and zoning pattern is witnessed throughout the City's urban core. Similarly, an extension of the CBD FLUM and C-3 zoning to the Subject Properties provides the opportunity for continuity in urban form and pattern from Centre Street north to Calhoun Street along N. 2nd Street, preventing the proliferation of urban sprawl and supporting cost effective and energy efficient land development patterns in accord with Policy 1.02.03, Comp Plan.

In addition, the Subject Properties are immediately adjacent to CBD FLUM and C-3 zoning on its southern and western borders. There is also an established node of CBD FLUM and C-3 zoning on properties to the north and south of the Subject Properties. Therefore, consistent with Policy 1.02.04, Comp Plan, the proposed use is compatible with the type and intensity of surrounding uses and surrounding zoning districts. See attached Exhibit A for the FLUM map and the attached Exhibit B for the zoning map.

Parcel B is currently occupied by a single-family residential structure which does not conform to the permitted uses in the existing General Commercial (GC) FLUM designation and General Commercial (C-2) zoning classification. Similarly, Parcel A is currently occupied by both a residential structure and commercial office structure, and therefore does not conform to the permitted uses in the existing General Commercial (GC) FLUM designation and the General Commercial (C-2) zoning district. Residential use is not permitted in the General Commercial (C-2) zoning district. In accord with Policy 1.05.03, Comp Plan, an extension of the CBD FLUM and C-3 zoning to the Subject Properties corrects the nonconforming use of

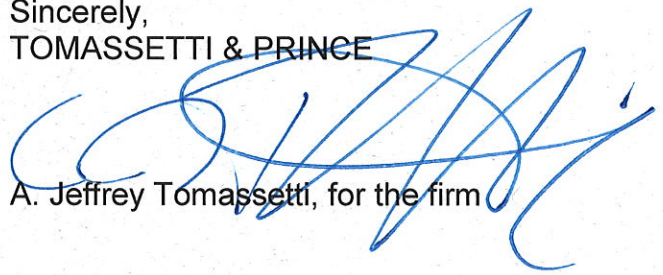
residential dwellings on the (C-2) zoned Subject Properties because the CBD FLUM designation and C-3 zoning permits both residential and commercial uses.

Consistent with Policy 1.02.04, Comp Plan, the size of the Subject Properties, the physical condition of the Subject Properties, the soils and topography, and the "suitability of the site based on the presence or absence of natural resources, environmentally sensitive lands, flood zones, or historic resources" is appropriate for the proposed use given the Subject Properties are already developed; and therefore, any impact on adopted levels of service standards and quality of service standards would be minimal. See attached Exhibit C for the potential wetlands, the attached Exhibit D for soils, the attached Exhibit E for topography, and the attached Exhibit F for flood zones. As depicted in Exhibit C, there are no potential wetlands impacting the Subject Properties. The topography and soil characteristics of the Subject Properties, as noted in Exhibits D and E, are suitable for development as evidenced by the fact that development currently exist on the Subject Properties. A significant majority of both Subject Parcels are located in a Special Flood Hazard Area designated as AE, which only has a 1 % probability of flooding every year. See attached Exhibit F.

Adequate levels of service, including water and sewage availability by the City of Fernandina Beach Utility Department, already exist to support the extension of the CBD FLUM category to the Subject Properties in compliance with Policies 1.02.02, 4.01.01 and 4.01.02, Comp Plan. See attached letter of availability.

The Subject Properties are also located within the CRA and subject to certain design criteria specific to the CRA. See attached Exhibit G of the CRA Boundary by Resolution 2005-91. Pursuant to Section 8.01.02, LDC, "It is the purpose of the CRA overlay to provide a broader mix of uses and compatible design with the downtown area in order to promote revitalization of the working waterfront and adjacent areas." An extension of the CBD FLUM and C-3 zoning district to the Subject Properties would provide a more harmonious and beneficial relation among buildings and uses within the area in compliance with Policy 12.05.03, Comp Plan. The mixed-use category would allow for redevelopment and infill development opportunities which serve to enhance the City's downtown core while realizing the goals established for the CRA in accord with Objective 1.04, Comp Plan. Development review for these properties is provided by the Historic District Council. Section 8.01.02, LDC, sets additional regulatory standards for development of CRA properties. All properties within the CRA, regardless of use, are required to satisfy on-site parking demands. Furthermore, Section 4.05.12, LDC, will require adequate buffers between commercial and residential uses. Therefore, the CRA guidelines and LDC requirements previously discussed, provide standards that will protect the existing residential zoned properties adjacent to the Subject Properties.

Sincerely,
TOMASSETTI & PRINCE

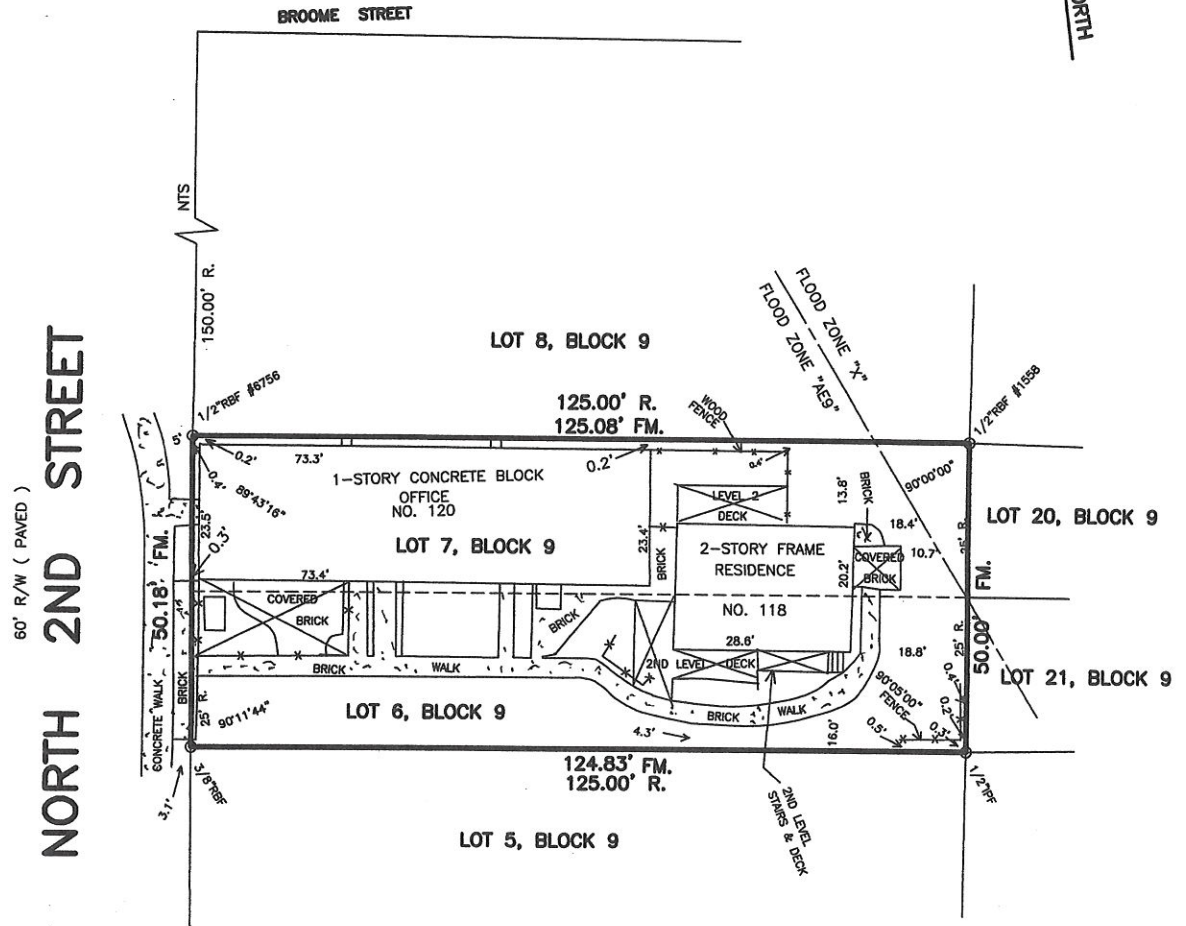

A. Jeffrey Tomassetti, for the firm

AJT/mbm

MAP SHOWING BOUNDARY SURVEY OF
LOTS 6 AND 7, BLOCK 9,

LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, AND KNOWN AND DESCRIBED UPON AND ACCORDING TO THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857, AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

FOR: CASTILIAN PROPERTIES, INC.



COASTAL LAND SURVEYORS

& MAPPERS, INC.

34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL 904-261-8950 FAX 904-277-8850

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR CHAPTER 180-7, GEORGIA STATUTES.

LICENSED BUSINESS NO. 6412

JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

BEARINGS BASED ON N/A

PROPERTY SHOWN HEREON LIES WITHIN
FLOOD ZONE X & AE9 AS SHOWN ON

FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120172 PANEL NO. 2376
DATED 8/2/17

DATE OF SURVEY: OCTOBER 30, 2018

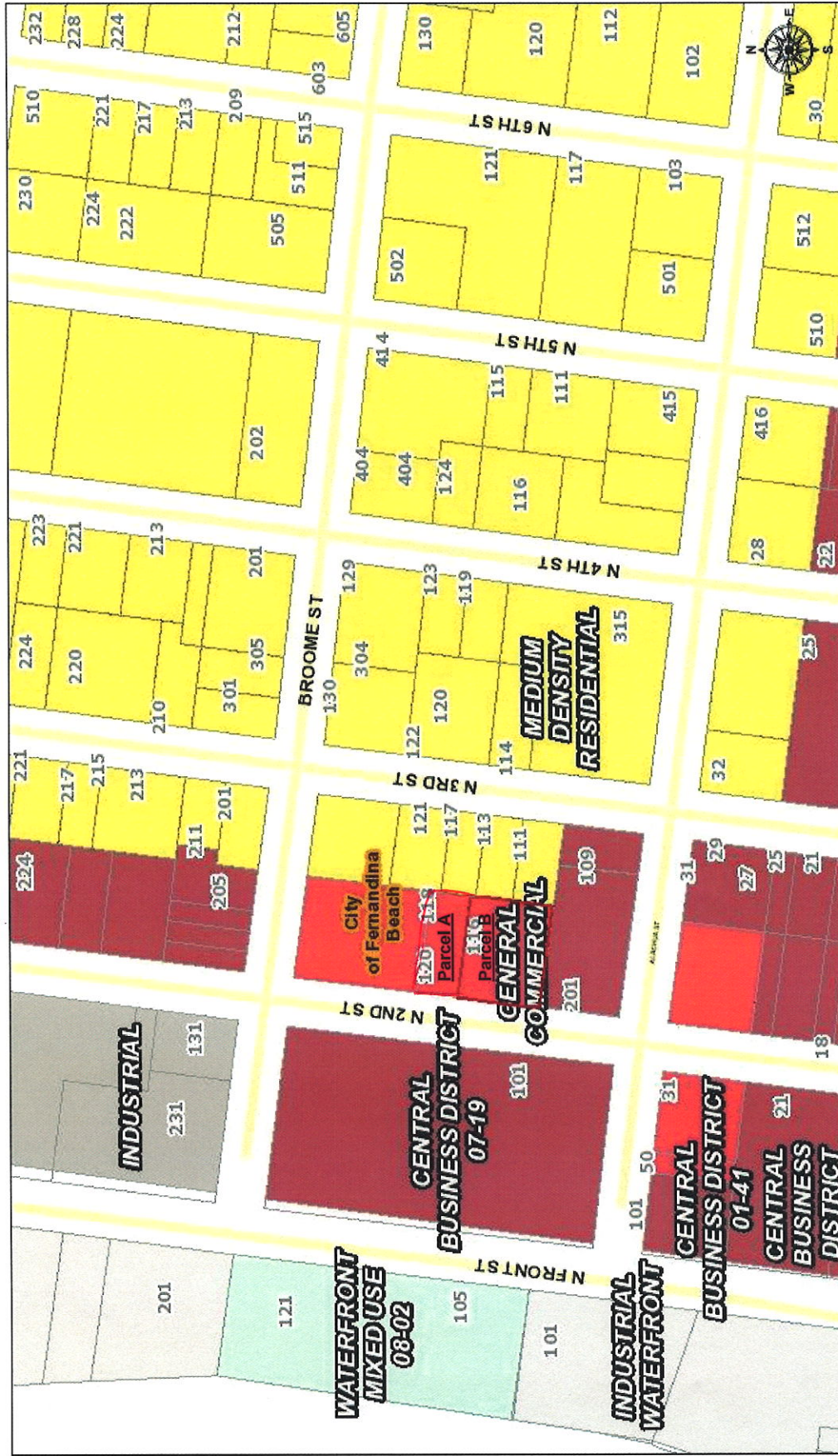
SCALE 1"=20'

JOB NO. 1810-21 F.B. 347

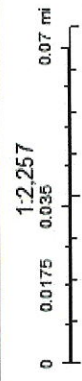
CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.

LEGEND:
IRON PIPE FOUND - IPF
IRON PIPE SET - IPS
RE/BAR FOUND - RBF
NOT TO SCALE - NTS
BUILDING RESTRICTION LINE - BRL
CONCRETE MONUMENT FOUND - CMF
STAINLESS STEEL PIPE FOUND - SSPF
RIGHT-OF-WAY - R/W
POINT OF CURVE - PC
CENTERLINE - C
POWER LINE - P
FIELD MEASURED - FM.
RECORD - R. DEED - D.
POWER POLE - O
CONCRETE - CONC.
RIGHT-OF-WAY - R/W
POINT OF REVERSE CURVE - PRC
OFFICIAL RECORDS BOOK - O.R.B.

FBFL FLUM Map for 120 N. 2nd Street (Parcel A) & 116 N. 2nd Street (Parcel B)



October 15, 2018



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

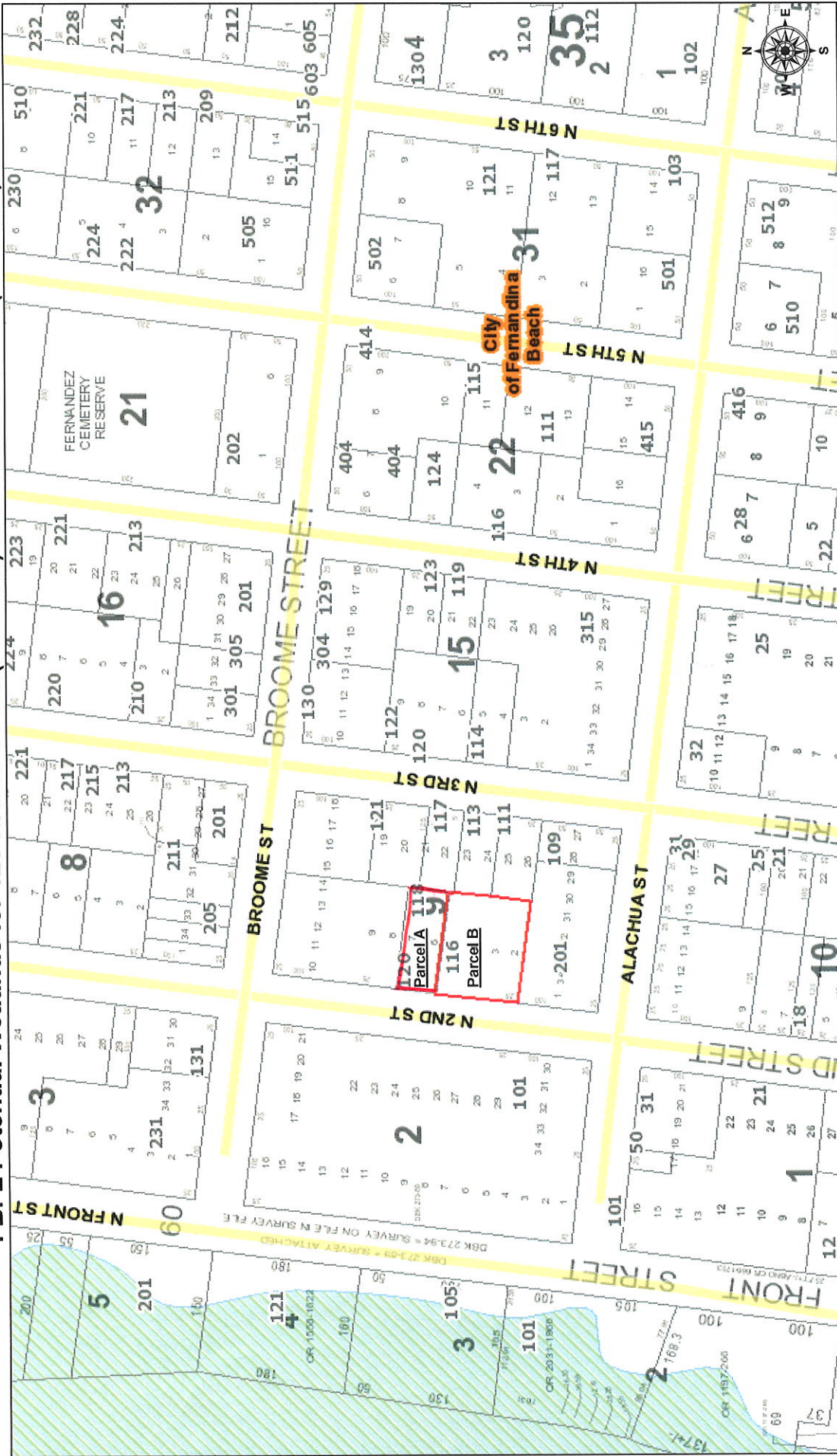
EXHIBIT A

1:2,257

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

2018

FBFL Potential Wetlands for 120 N. 2nd Street (Parcel A) & 116 N. 2nd Street (Parcel B)



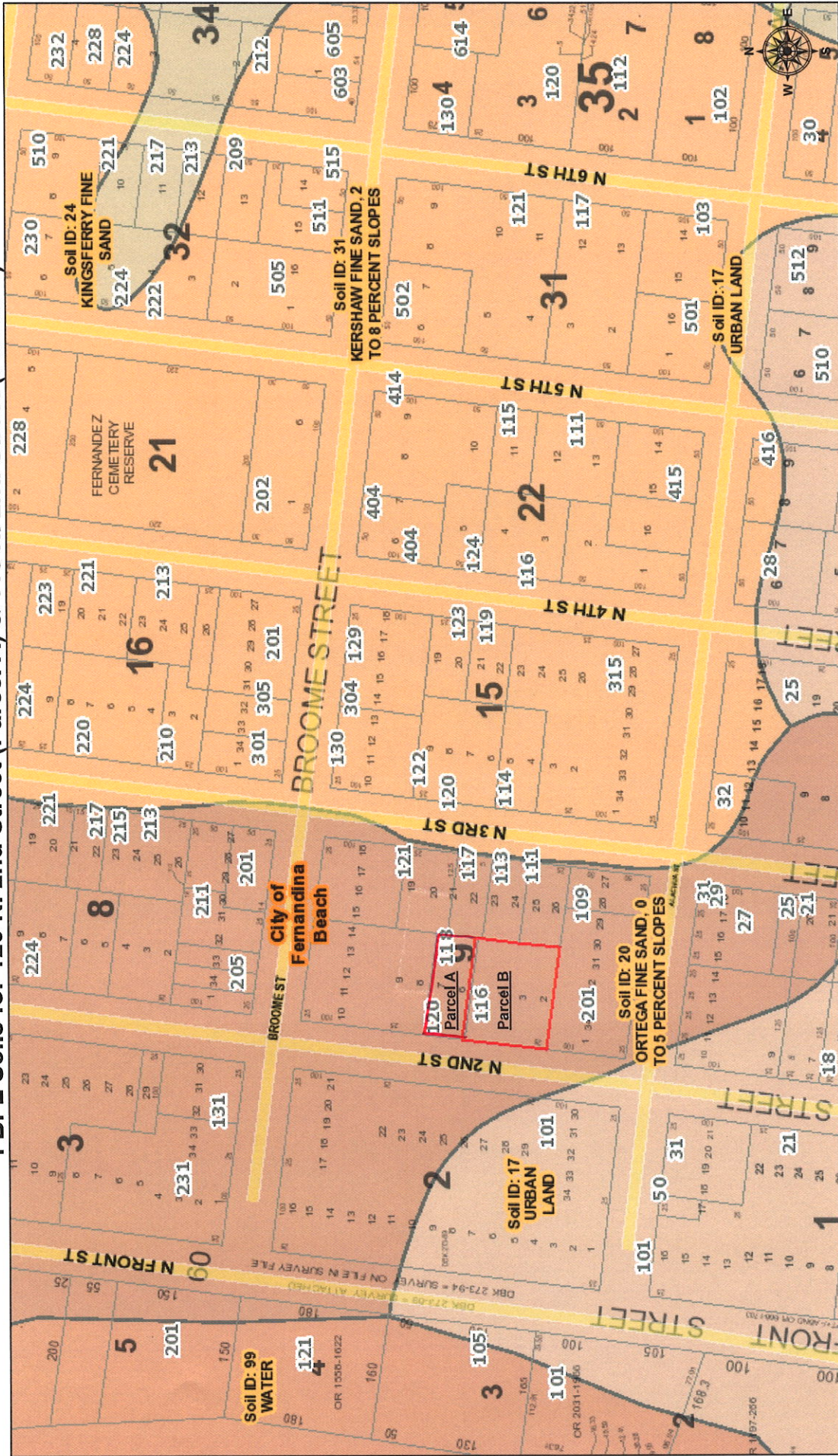
October 14, 2018

Potential Wetlands

EXHIBIT C

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

FBFL Soils for 120 N. 2nd Street (Parcel A) & 116 N. 2nd Street (Parcel B)



October 14, 2018

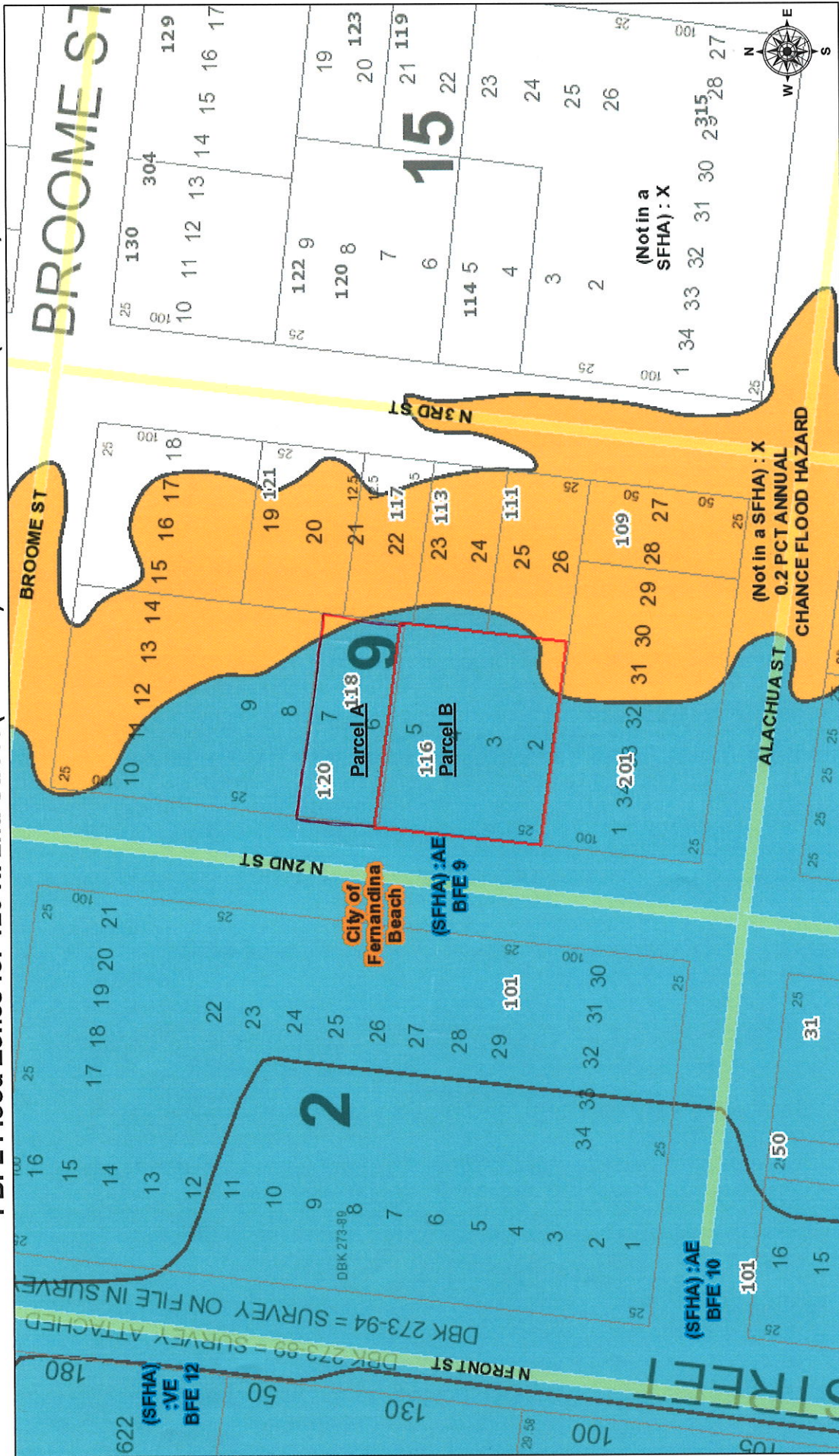
1:2,257

EXHIBIT D

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

EXHIBIT E

FBFL Flood Zones for 120 N. 2nd Street (Parcel A) & 116 N. 2nd Street (Parcel B)



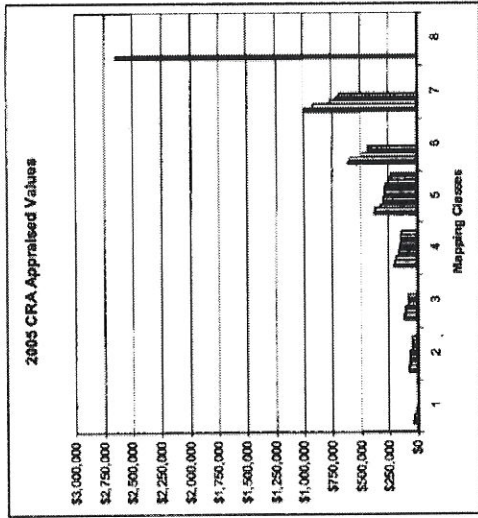
October 14, 2018

Flood Zones - Effective Date August 2, 2017

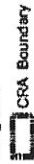
- VE
- X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- X, AREA OF MINIMAL FLOOD HAZARD

EXHIBIT F

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



Legend



CRA Boundary

2005 CRA Appraised Values

1	\$3,982,000 - \$30,195,000
2	\$30,195,000 - \$71,614,000
3	\$71,614,000 - \$114,144,000
4	\$114,144,000 - \$205,659,000
5	\$205,659,000 - \$379,345,000
6	\$379,345,000 - \$611,728,000
7	\$611,728,000 - \$1,001,879,000
8	\$1,001,879,000 - \$2,844,645,000

Involved Properties: 56
Total Acres: 37.364
Total Assessed Value: \$15,716,938



May 3, 2005

Amended CRA Boundary by Resolution 2005-91

Totaling: 56 Properties

EXHIBIT G



CITY OF FERNANDINA BEACH

Utilities Department

John Mandrick, PE

Utilities Director

October 16, 2018

Subject: Water & Wastewater Availability
116 N 2nd Street (Parcel A)
Fernandina Beach, FL 32034

To Whom It May Concern:

The City of Fernandina Beach Water and Wastewater Division has sufficient capacity to serve the above-mentioned location, provided all applicable permit fees, zoning fees, impact fees or any other requirements of the City are met.

If you have any questions, please contact the undersigned at 904-310-3421.

Sincerely,

A handwritten signature in black ink, appearing to read "John Mandrick", is written over a horizontal line.

John Mandrick, P. E.
Utilities Director

/ag



CITY OF FERNANDINA BEACH

Utilities Department

John Mandrick, PE

Utilities Director

November 1, 2018

Subject: Water & Wastewater Availability
120 N 2nd Street (Parcel #: 00-00-31-1800-0009-0060) (Parcel B)
Fernandina Beach, FL 32034

To Whom It May Concern:

The City of Fernandina Beach Water and Wastewater Division has sufficient capacity to serve the above-mentioned location, provided all applicable permit fees, zoning fees, impact fees or any other requirements of the City are met.

If you have any questions, please contact the undersigned at 904-310-3421.

Sincerely,



John Mandrick, P. E.
Utilities Director

/ag



**Addendum to Application PAB 2018-27
for FLUM Amendment and Rezoning of
Parcel #'s: 00-00-31-1800-0009-0060 & 00-00-31-1800-0009-0020
(the "Subject Properties") .**

Teresa L. Prince
A. Jeffrey Tomassetti
M. Bradley Manning

This Addendum is submitted by the Applicants to support the Applicants' position that Application PAB 2018-27 meets the subjective requirement of Comprehensive Plan Policy 1.07.10(1) as follows:

Pursuant to Policy 1.07.10 of the City of Fernandina Beach's 2030 Comprehensive Plan (the "Comp. Plan"), "a proposed amendment to the FLUM to increase the land area within the Central Business District (the "CBD") land use category shall demonstrate the suitability of the proposed site based on:

1. The need for additional land area within the Central Business District land use category;"

As noted in the Staff Report, "Staff finds that the need for additional land area within the CBD land use category is demonstrated through the properties' location within the Community Redevelopment Area (the "CRA") and further bolstered by the range of uses which historically existed on this block face." The City's Staff findings are considered competent and substantial evidence that the need for additional land area within the CBD land use category has been demonstrated.

In further support of Staff's determination of the need of additional land area within the CBD land use category, as noted in the Future Land Use Element Highlights, one of the goals of the Future Land Use element is to "provide incentives for businesses to locate and stay in the Central Business District." In addition, Pursuant to Policy 1.02.08, of the Comp. Plan, "[s]table or established residential areas shall be protected from encroachment by incompatible development by establishing and increasing the amount of mixed use transitional areas." Pursuant to Section 8.01.02 of the LDC, "[i]t is the purpose of the CRA overlay to provide a broad mix of uses and compatible design in the downtown area in order to promote revitalization of the working waterfront and adjacent areas." Taking these policies into consideration, the CRA overlay is intended to facilitate a mixed use area, which is accommodated in the CBD zoning district. Further, a re-zoning of the subject properties located within the CRA to the CBD zoning designation, which will allow for a mixed-use of commercial and residential development, will provide a logical transition area from the established residential uses to the west.

Pursuant to Policy 1.02.09, of the Comp. Plan, "[t]he City shall provide for the orderly transition of incompatible uses. Where infeasible to separate incompatible uses then, buffering and mixed use transition areas shall be required to promote a smooth land use transition." The subject properties are adjacent to the CBD zoning district on their western and southern borders, with an established node of CBD zoning district also being

located just north of the subject properties. (See Exhibit A, B, and C attached hereto.) An expansion of the CBD to the subject properties not only provides for an orderly transition of incompatible uses, but also supplements the established node of the CBD zoning designation along the portion of North 2nd Street that is located within the CRA.

The subject properties are currently employed for residential purposes which is a non-conforming use in the applicable C-2 zoning district. Pursuant to the Comp. Plan Objective 1.05, the City shall seek to eliminate nonconforming uses. Objective 1.05 states:

OBJECTIVE 1.05. "NONCONFORMING STRUCTURES, USES AND LOTS To promote re-use of structures that contribute to the character, diversity and sustainability of a neighborhood and to promote economic redevelopment by regulating structures and uses that do not conform to the current Plan or Land Development Code, but were lawfully established and in compliance with all applicable ordinances and laws at the time the structure was constructed and/or the use began, the City shall permit the continuation of the structure until such time that it becomes hazardous or dangerous and shall seek to eliminate nonconforming land uses."

Comp. Plan (emphasis provided).

The Central Business District permits the residential use of properties as a conforming use. By approving the FLUM amendment and rezoning to the CBD, the City will be in compliance with the Comp. Plan by eliminating the current non-conforming land use of the subject properties. Such amendment will also allow for continued use as residential.

Sincerely,
TOMASSETTI & PRINCE

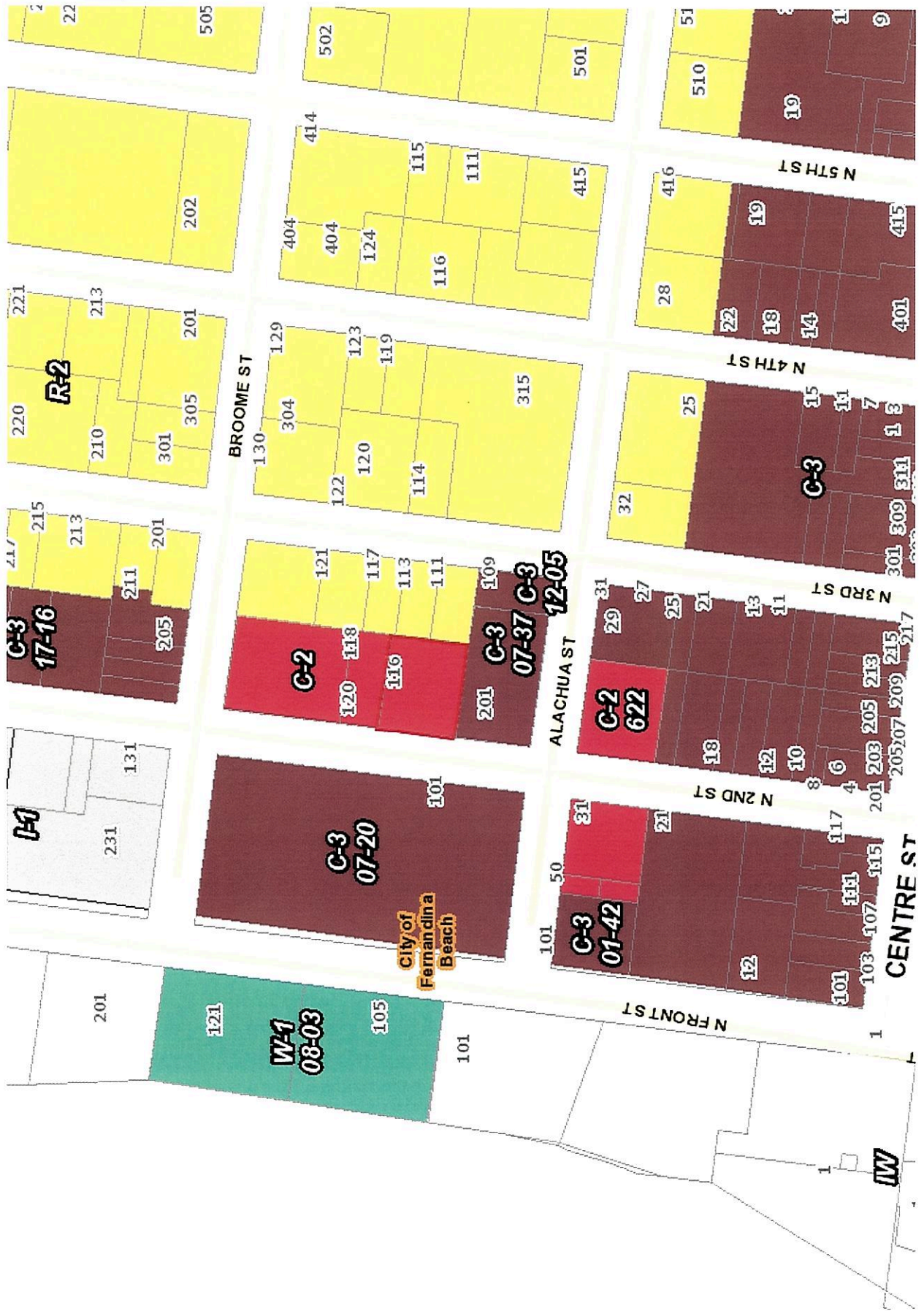
A handwritten signature in blue ink that reads "Teresa L. Prince".

Teresa L. Prince, for the firm

TLP/mbm

EXHIBIT A

ZONING

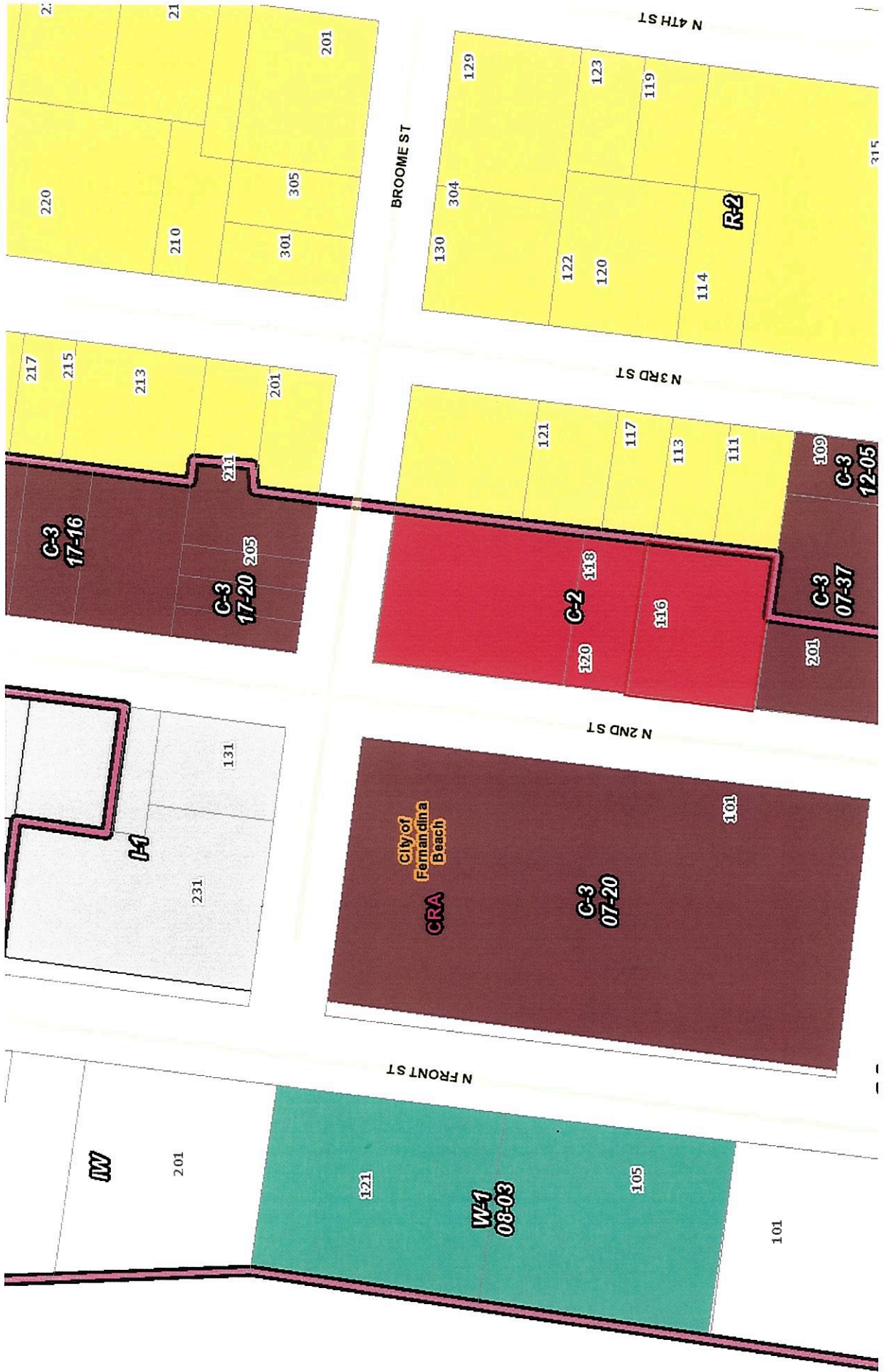


ZONING AND CRA BOUNDARY



EXHIBIT C

ZONING AND CRA BOUNDARY





CITY OF FERNANDINA BEACH

Department of Planning & Conservation

December 27, 2018

Teresa Prince
Tomassetti & Prince
406 Ash Street
Fernandina Beach, FL 32034

Re: Zoning Confirmation for 116 N. 2nd Street

Dear Ms. Prince,

As of the date of this letter, the property referenced above is in the **C-2 zoning district** and classified on the **Future Land Use Map (FLUM) as General Commercial**. Adjacent zonings are depicted on the attached map, *Exhibit A*. The following excerpted Land Development Code sections and tables provide basic information on this zoning district.

2.01.12 General Commercial (C-2)

The C-2 District is intended for the development of land uses to accommodate offices; commercial retail; personal services establishments; restaurants; transient accommodations; uses that provide sales and services for several neighborhoods; repair shops; retail sales and services; and other similar commercial uses. The General Commercial District recognizes existing development with locations that have access to arterial roads.

Table 2.03.02: Table of Land Uses

The following land uses are permissible, subject to compliance with the standards of the C-2 zoning district:

- Book and Stationary Stores
- Bus Terminals and Taxi Stations
- Business Colleges; Commercial, Trade, Vocational, and Arts Schools
- Business Services such as Copying, Mailing, or Printing
- Clubs, Public or Private; Community and Recreation Centers
- Day Care Center
- Drug Store or Pharmacy
- Essential Public Services, such as Transmission Lines and Lift Stations
- Financial Institutions, Banks, and Credit Unions
- Funeral Home and Mortuary
- Gasoline Station, with or without a Convenience Store
- Grocery Store
- Health Clubs and Gyms
- Laundry and Dry Cleaning, On-Site, including Self-Service Laundry
- Laundry and Dry Cleaning, Pick-Up Only
- Liquor Store, Lounge, and Bar (without drive-through window)
- Lodging Accommodations



CITY OF FERNANDINA BEACH

Department of Planning & Conservation

- Manufacturing and/or Assembly – Artisan
- Medical and Dental Clinics
- Music, Dancing, Photography, or Art Studios
- Parking Lots and Parking Garages
- Personal Services, such as beauty/barber shops, tattoo parlor, massage or acupuncture therapy
- Professional Offices
- Religious Facilities
- Research, Education, and Development Facilities
- Restaurant, With or Without Drive- Through Window
- Retail Stores
- Scooter and Moped Rentals
- Seasonal Sales
- Small Equipment or Appliance Repair Shops
- Specialty Food Stores, such as Bakeries or Ethnic Grocers
- Specialty and Gift Shops such as Art, Antique, or Jewelry Shops, Books, or Stationers
- Stormwater Treatment Park/Facility
- Theaters, Movie or Performing Arts

The following land uses are permissible, subject to compliance with standards of the C-2 zoning district **and** the supplemental standards specified for the use. Supplemental standards are contained in Section 6.02.00 of the Land Development Code.

- Craft Distillery, Small-Scale Brewery or Winery
- Dog Dining- Outdoors Only
- Lumber and Building Supply
- Mini-storage or Self-storage Facility
- Outside Sales
- Picnic Areas, Trails, and Nature Facilities
- Recreation, Outdoor Amusements, such as Miniature Golf or Fishing Piers, Excluding Amusement Parks and Drive-in
- Recreation, Indoor Facilities, such as Billiard Parlors, Bowling Alleys, Game Rooms, and Skating Rinks
- Trades and Repair Services such as Electrical, Heating, and Air, Mechanical, Painting, and Plumbing

Table 2.03.03: Table of Accessory Uses

The following are permitted accessory land uses in the C-2 zoning district:

- Cremation Facility *w/supplemental standards
- Dumpsters
- Fences
- Outside Storage – Equipment, Machinery, and Materials
- Satellite dish antenna
- Storage building, sheds, utility buildings, and greenhouses
- Swimming pool

Any land use that is not identified in Tables 2.03.02 and 2.03.03 is prohibited. A property owner may request an interpretation to determine if a use that is not identified is permissible, based on substantial



CITY OF FERNANDINA BEACH

Department of Planning & Conservation

similarity of the requested use to permissible uses within the zoning district in which the property is located. A requested use shall be considered substantially similar when the characteristics of the requested use are equivalent in type, intensity, degree, or impact when compared to a use named in Table 2.03.02 or 2.03.03.

Please note that the above excerpted sections of the Land Development Code reference general zoning standards for the C-2 zoning category. Other sections of the City of Fernandina Beach Land Development Code or Comprehensive Plan may apply to the property referenced herein.

A complete version of the Land Development Code can be viewed at the Community Development Department located at 204 Ash Street, Fernandina Beach, Florida or online at the following website: www.fbfl.us/LDC. You may view the sections referenced above at that site and print copies. Online searchable GIS information is available at www.fbfl.us/GIS.

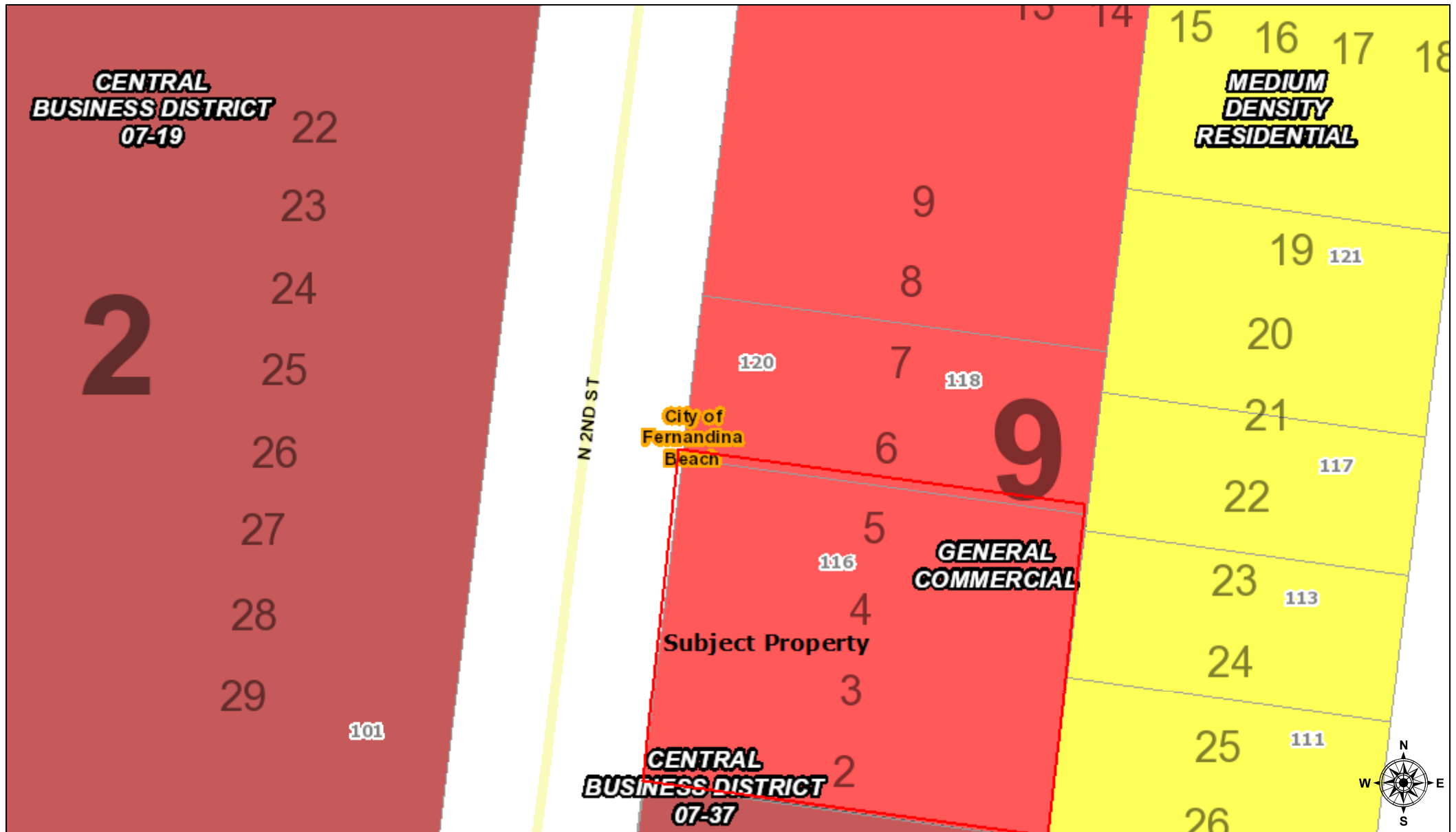
To talk with a planner about specific questions or to submit due diligence requests for more detailed information on the property, please contact the Department of Planning & Conservation at 904-310-3480.

Sincerely,

Salvatore J. Cumella

Attachments: Exhibit A- Identification Maps; Zoning & FLUM

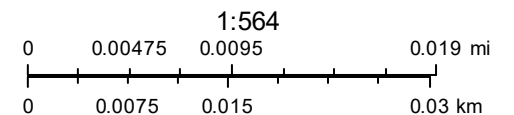
116 N. 2nd Street FLUM



December 27, 2018

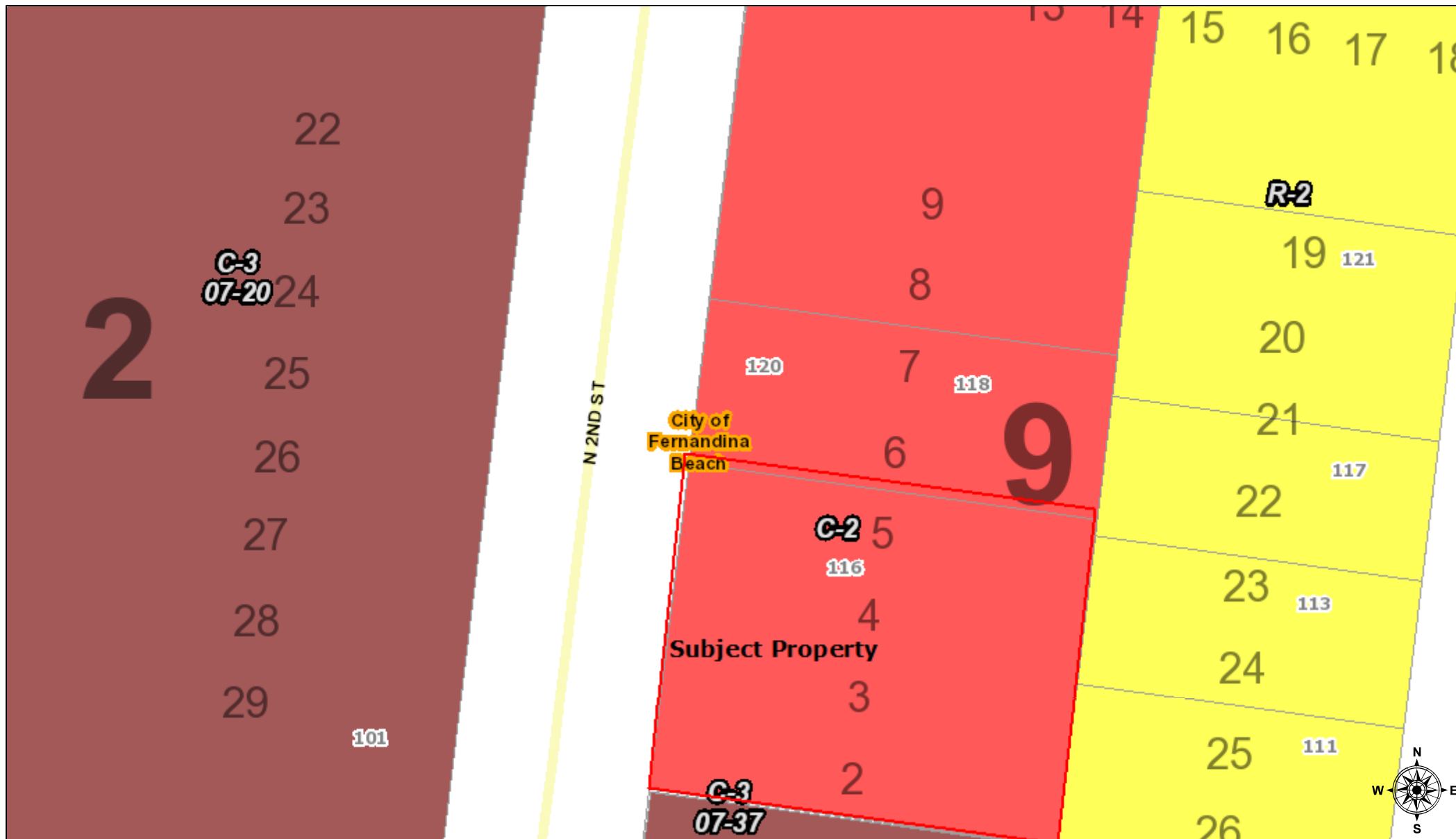
911 Address Labels

☐ Land Parcels



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

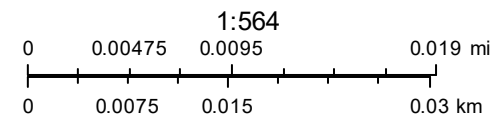
116 N. 2nd Street Zoning



December 27, 2018

911 Address Labels

☐ Land Parcels



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



CITY OF FERNANDINA BEACH

Department of Planning & Conservation

December 27, 2018

Teresa Prince
Tomassetti & Prince
406 Ash Street
Fernandina Beach, FL 32034

Re: Zoning Confirmation for 120 N. 2nd Street

Dear Ms. Prince,

As of the date of this letter, the property referenced above is in the **C-2 zoning district** and classified on the **Future Land Use Map (FLUM) as General Commercial**. Adjacent zonings are depicted on the attached map, *Exhibit A*. The following excerpted Land Development Code sections and tables provide basic information on this zoning district.

2.01.12 General Commercial (C-2)

The C-2 District is intended for the development of land uses to accommodate offices; commercial retail; personal services establishments; restaurants; transient accommodations; uses that provide sales and services for several neighborhoods; repair shops; retail sales and services; and other similar commercial uses. The General Commercial District recognizes existing development with locations that have access to arterial roads.

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- Day Care Center
- Drug Store or Pharmacy
- Essential Public Services, such as Transmission Lines and Lift Stations
- Financial Institutions, Banks, and Credit Unions
- Funeral Home and Mortuary
- Gasoline Station, with or without a Convenience Store
- Grocery Store
- Health Clubs and Gyms
- Laundry and Dry Cleaning, On-Site, including Self-Service Laundry
- Laundry and Dry Cleaning, Pick-Up Only
- Liquor Store, Lounge, and Bar (without drive-through window)
- Lodging Accommodations



CITY OF FERNANDINA BEACH

Department of Planning & Conservation

- Manufacturing and/or Assembly – Artisan
- Medical and Dental Clinics
- Music, Dancing, Photography, or Art Studios
- Parking Lots and Parking Garages
- Personal Services, such as beauty/barber shops, tattoo parlor, massage or acupuncture therapy
- Professional Offices
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- Scooter and Moped Rentals
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CITY OF FERNANDINA BEACH

Department of Planning & Conservation

similarity of the requested use to permissible uses within the zoning district in which the property is located. A requested use shall be considered substantially similar when the characteristics of the requested use are equivalent in type, intensity, degree, or impact when compared to a use named in Table 2.03.02 or 2.03.03.

Please note that the above excerpted sections of the Land Development Code reference general zoning standards for the C-2 zoning category. Other sections of the City of Fernandina Beach Land Development Code or Comprehensive Plan may apply to the property referenced herein.

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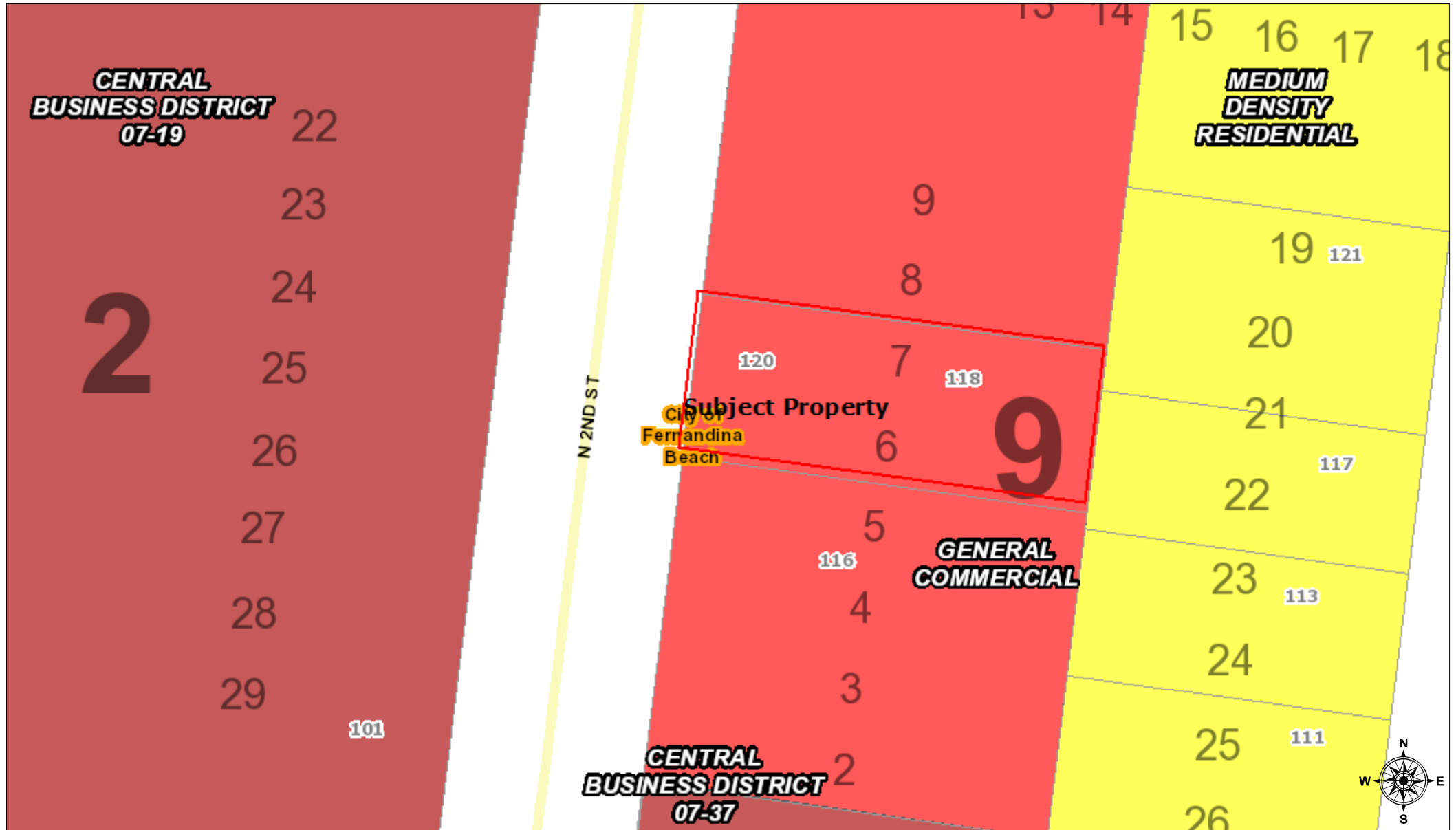
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Sincerely,

Salvatore J. Cumella

Attachments: Exhibit A- Identification Map; Zoning & FLUM

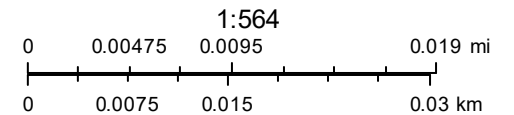
120 N. 2nd Street FLUM



December 27, 2018

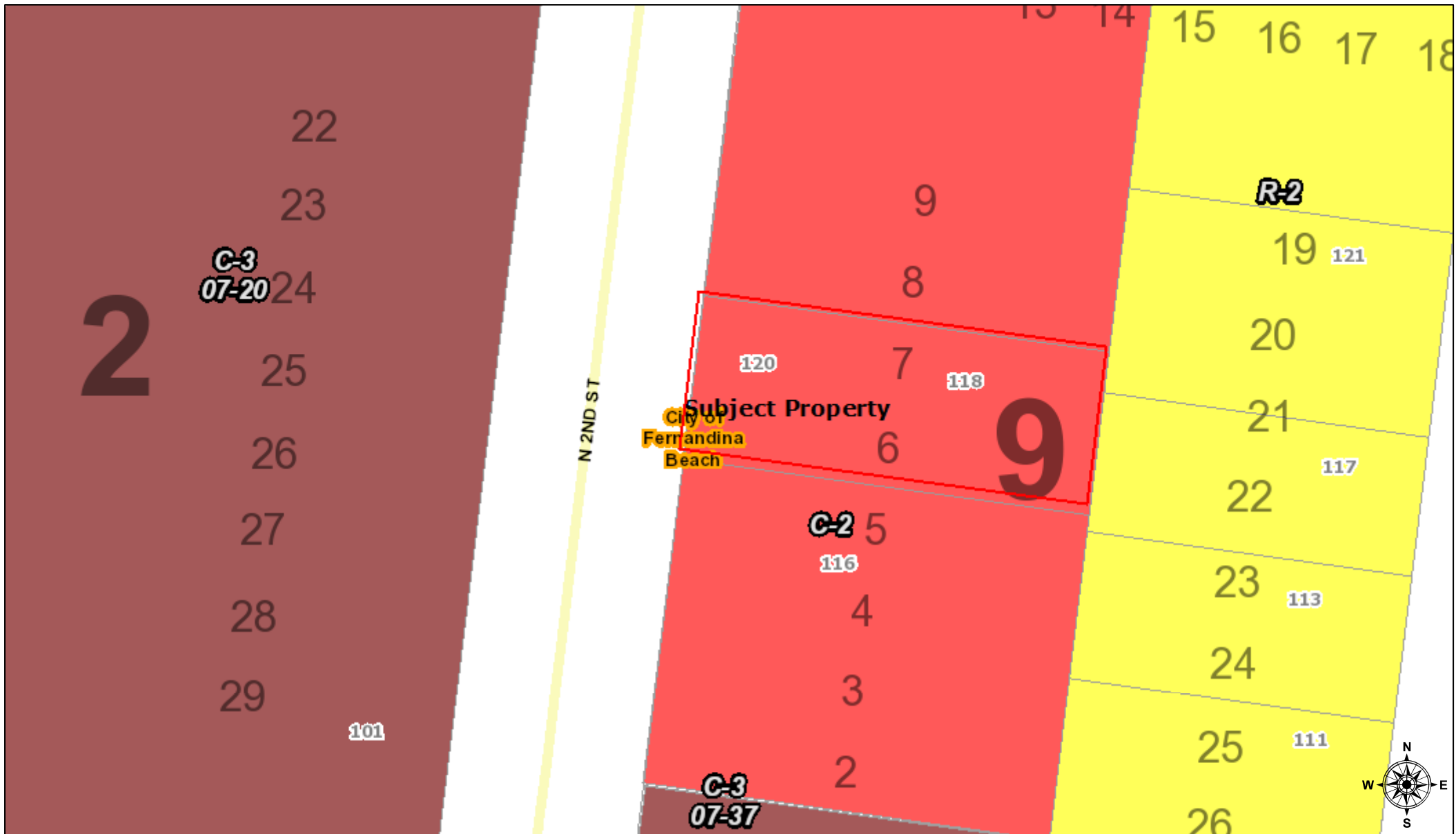
911 Address Labels

☐ Land Parcels



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

120 N. 2nd Street Zoning

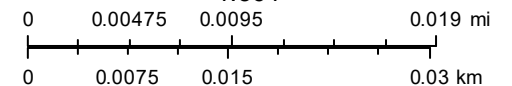


December 27, 2018

911 Address Labels

☐ Land Parcels

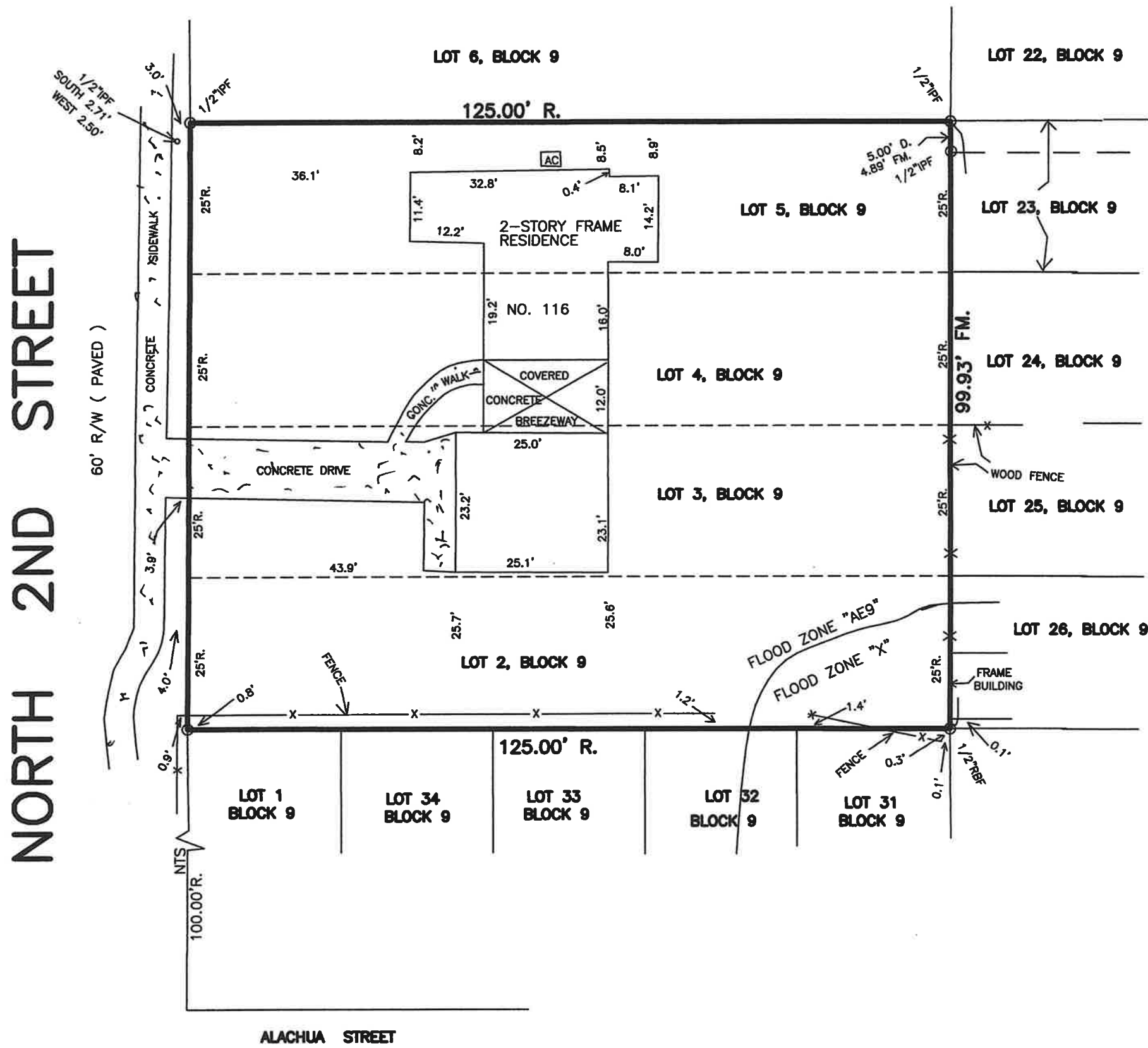
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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

MAP SHOWING BOUNDARY SURVEY OF
LOTS 2, 3, 4 AND 5, BLOCK 9,
LYING AND BEING IN THE CITY OF FERNANDINA BEACH (FORMERLY NAMED
FERNANDINA), IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA,
AND KNOWN AND DESCRIBED UPON AND ACCORDING TO THE OFFICIAL
PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA
RAILROAD COMPANY IN 1857, AND ENLARGED, REVISED AND REISSUED
BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

FOR: CMR ISLAND PROPERTIES, LLC.



COASTAL LAND SURVEYORS
& MAPPERS, INC.

34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL 904-261-8950 FAX 904-277-6650

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS
MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND
SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR
CHAPTER 180-7, GEORGIA STATUTES.

LICENSED BUSINESS NO. 6412
JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2385
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

BEARINGS BASED ON N/A

PROPERTY SHOWN HEREON LIES WITHIN
FLOOD ZONE X & AE9 AS SHOWN ON

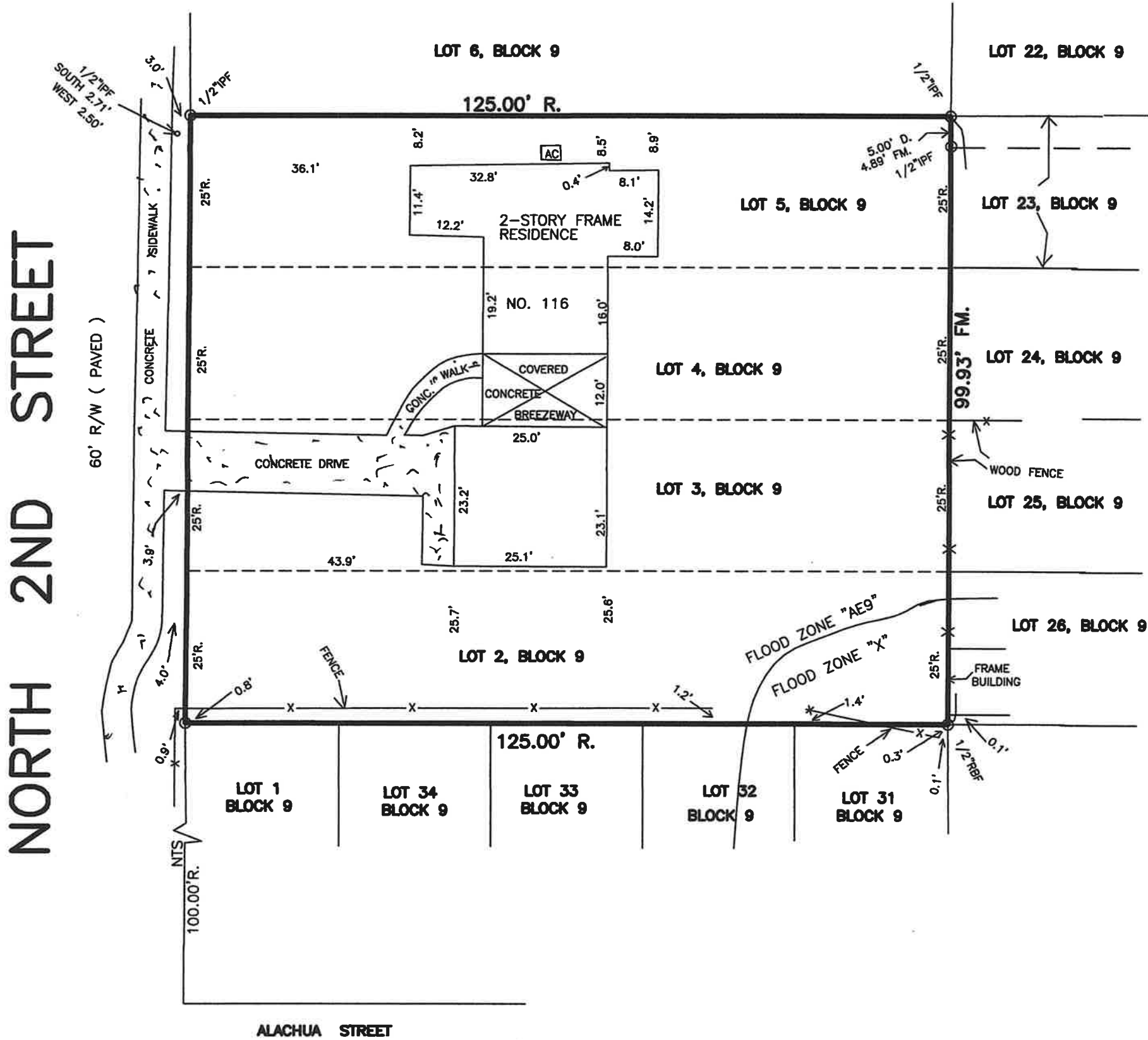
FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120172 PANEL NO. 0237G
DATED 8/2/17

DATE OF SURVEY: OCTOBER 15, 2018
SCALE 1"=20'
JOB NO. 1810-10 F.B. 348

CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.
LEGEND:
IRON PIPE FOUND - IPF
IRON PIPE SET - IPS
RE/BAR FOUND - RBF
NOT TO SCALE - NTS
BUILDING RESTRICTION LINE - BRL
CONCRETE MONUMENT FOUND - CMF
STAINLESS STEEL PIPE FOUND - SSPF
RIGHT-OF-WAY - R/W
POINT OF CURVE - PC
CENTERLINE - CL
POWER LINE - P
PLAT - P.
FIELD MEASURED - FM.
RECORD - R. DEED - D.
POWER POLE - O
CONCRETE - CONC.
FENCE - F
RIGHT-OF-WAY - R/W
POINT OF REVERSE CURVE - PRC
POINT OF TANGENCY - PT
OFFICIAL RECORDS BOOK - O.R.B.

MAP SHOWING BOUNDARY SURVEY OF
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FOR: CMR ISLAND PROPERTIES, LLC.



COASTAL LAND SURVEYORS
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LICENSED BUSINESS NO. 6412
JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

BEARINGS BASED ON N/A

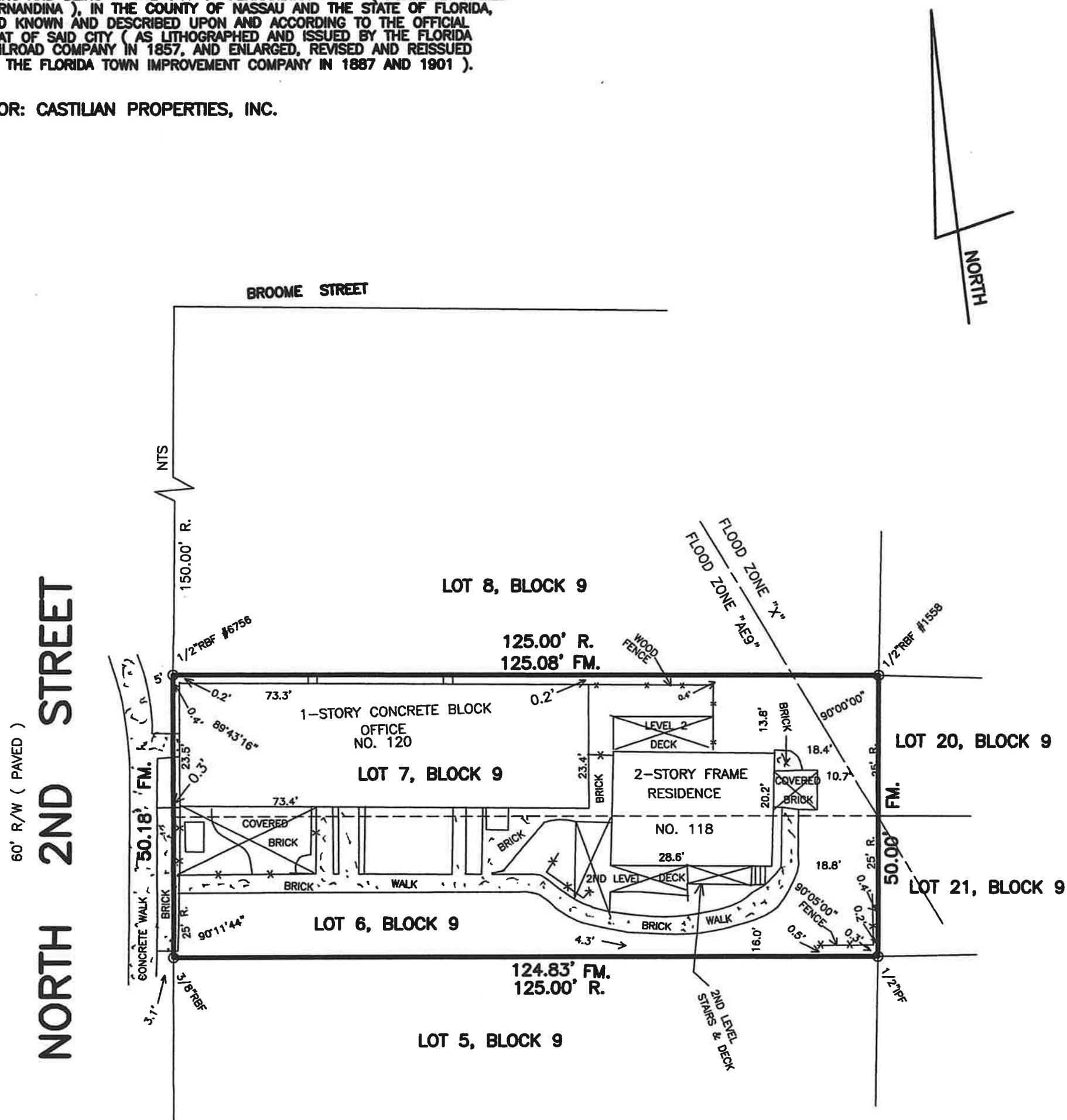
PROPERTY SHOWN HEREON LIES WITHIN
FLOOD ZONE X & AE9 AS SHOWN ON
FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120172 PANEL NO. 237G
DATED 8/2/17

DATE OF SURVEY: OCTOBER 15, 2018
SCALE 1"=20'
JOB NO. 1810-10 F.B. 348

CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.
LEGEND:
IRON PIPE FOUND - IPF
IRON PIPE SET - IPS
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FOR: CASTILIAN PROPERTIES, INC.



& MAPPERS, INC.

**34 NORTH FOURTEENTH STREET
FERNANDINA BEACH, FLORIDA 32032
TEL. 904-261-8950 FAX 904-277-6650**

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 5J-17.050, FLORIDA ADMIN. CODE, AND/OR CHAPTER 180-7, GEORGIA STATUTES.

[Signature] LICENSED BUSINESS NO. 6412
10-31-12
JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2365
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

BEARINGS BASED ON N/A

PROPERTY SHOWN HEREON LIES WITHIN
FLOOD ZONE X & AE9 AS SHOWN ON

FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120172 PANEL NO. 0237G
DATED 8/2/17

DATE OF SURVEY: OCTOBER 30, 2018

SCALE 1"=20'
JOB NO. 1810-21 F.B.347

CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.

LEGEND:

IRON PIPE FOUND - IPF	POWER LINE ---P----
IRON PIPE SET - IPS	PLAT - P.
RE/BAR FOUND - RBF	FIELD MEASURED - FM.
NOT TO SCALE - NTS	RECORD - R. DEED - D.
BUILDING RESTRICTION LINE - BRL	POWER POLE $\nearrow$ O
CONCRETE MONUMENT FOUND - CMF	CONCRETE - CONC.
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RIGHT-OF-WAY - R/W	RIGHT-OF-WAY - R/W
POINT OF CURVE - PC	POINT OF REVERSE CURVE - PRC
POINT OF TANGENCY - PT	
CENTERLINE - C	OFFICIAL RECORDS BOOK - O.R.B.

(9/17) 288-5880

SCALE: 1"=30'
DATE: 12-15-01
DRN BY: G.F.H.
CKD BY: A.G.
JOB NO: 01643
F.S. NO: 85
PAGE NO: 31

KEY

TILE 1ST
BRICK 2ND
FIRE-PROOF 3RD

Fire proof construction.
(OR FIRE RESISTIVE CONSTN)

ADOBE

Adobe building.

HEIGHT OF BUILDING IN
FEET FROM GROUND
TO ROOF LINE.

Stone building.

(C. BR.)

Concrete, lime, cinder or
cement brick

(C. B.)

Hollow concrete or cement block constn

(CONC.)

Concrete or reinforced concrete constn

(TILE)

Tile building.

NUMBER OF STORIES 4

Brick building with frame cornice.

TWO STORIES AND BSMT 2ND
COMPOSITION ROOF

" " " stone front.

SHINGLE ROOF

" " " frame side.

(VEND)

Brick veneered building.

BRICK 1ST

" and frame building.

FRAME, BRICK LINED

Frame building, brick lined.

F=FLAT S=STORE

" " metal clad.

D=DWELLING

Frame building.

AinB AUTO IN BSMT

Iron building.

LOFT

Tenant building occupied by
various manufacturing or occupancies

(ASB. CL.)

Frame building covered with asbestos

NON COMBUSTIBLE ROOF
COVERING OF METAL,
SLATE, TILE OR
ASBESTOS SHINGLES

Brick building with brick or metal cornice.

DWELLINGS.

Framed air shafts are shown but colored
over. Brick air shafts are left white.

CLASSIFICATION OF BUILDINGS

Shown by varying number of dots or cir-
cles. Classified by New York Board of
Fire Underwriters as follows:

BRICK

1st Class (.) Slate or metal roof, coped walls.

2nd " (. .) " " walls not coped.

3rd " (. . .) Shingle roof.

FRAME

1st Class (.) Slate or metal roof.

2nd " (. .) Shingle roof.

Frame Buildings with BRICK FRONTS.

78' 5 Height of Buildings, in Stories and feet (74 ft. 6 in. and over).

Fronts of marble or other stone.

Iron Fronts.

" Dotted line." Interior brick wall, omitted on one or more floors.

Superior construction. { Built of non-inflammable
material "throughout,"
except flooring and trim.

Communications protected by single fire-proof doors { With designation
" " double " " { of floors.

Openings exposing Buildings.

Elevators with steam or other power. { Where enclosed with Brick or
Fire-proof material a heavy
line is drawn around them.

Skylights in Roof only.

" over Opening in floor.

Smoke-houses. Retorts, and Ovens.

Mansard Roofs. Corrugated Iron. Steam-boilers.

REFERENCE.

SPECIAL HAZARDS.

NAMES of Manufactories, &c., are written on buildings, when there is sufficient
space, and their construction classified by the same marks as on Dwellings. Other
Specially Hazardous Risks are COLORED GREEN, the varying number of dots
(brick) and crosses (frame) showing the comparative danger from fire by occupancy.



BRICK.

A Construction = to 1st class Warehouse.

B " = " 2nd " " "

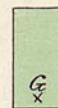
C " = " 3rd " " "

D " = " 1st "Store or Dw'g."

E " = " 2nd " " " "

F " = " 3rd " " " "

NOTE.—In classifying a building
as a Special, its CONSTRUCTION
is obliterated, necessitating a series
of letters, as follows:

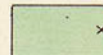


FRAME.

G Construction = to 1st class
Store or Dwelling.

H " = to 2nd class
Store or Dwelling.

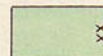
Brick.....



.....Frame

Bakeries (ovens in building). Breweries. Cooperages. Drug stores (retail, with
privilege of compounding). Dyeing establishments. Fur dressers. Glass stainers.
Hat finishers. Hay (open stock, loose). Lamp sellers (privilege for kerosene &c.)
Laundries. Malt houses. Manufactories of Baskets, Bonnet-frames, Boots and shoes,
Caps, Clothing, Combs, Envelopes, Feather dusters, Fringe &c., Gas-fixtures, Gold
pens, Hats, Hemp, Jewelry cases, Morocco, Paper bags, Pocket-books, Ruffling and
ruches, Segars, Shirts, Tobacco, Umbrellas, Vinegar, Watches, Watch-cases, Writing
ink. Map mounting and varnishing. Metal mills. Molasses houses. Photographers.
Private stables. Smoke-houses. Tanneries. Tin-shops. Wheelwrights. Wire
workers. Wool-pullers.

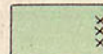
Brick.....



.....Frame

Bleaching works. Book-binders. Brass and iron foundries. Coppersmiths. Cotton
presses. Felling mills. Junk shops. Letter-press printers. Lithographers. Livery
and Cartmen's stables. Machine shops. Manufactories of Agricultural Implements.
Artificial flowers, Brooms, Brushes, Carriages, Cedar-ware, Floor-cloth, Grates, Guns,
Hoop-skirts, Jewelry, Lamps, Musical Instruments, Oil-cloths, Paper boxes, Paper
collars, Paper patterns, Patent Medicines, Plated ware, Rope and cordage, Safes,
Silverware, Starch, Stoves, Tin cans, Upholstery. Oil stores (petroleum and pro-
ducts). Print works. Rag stores. Slaughter houses. Snuff mills. Type and stereo-
type foundries. (And generally buildings not occupied by workers of light wood).

Brick.....



.....Frame

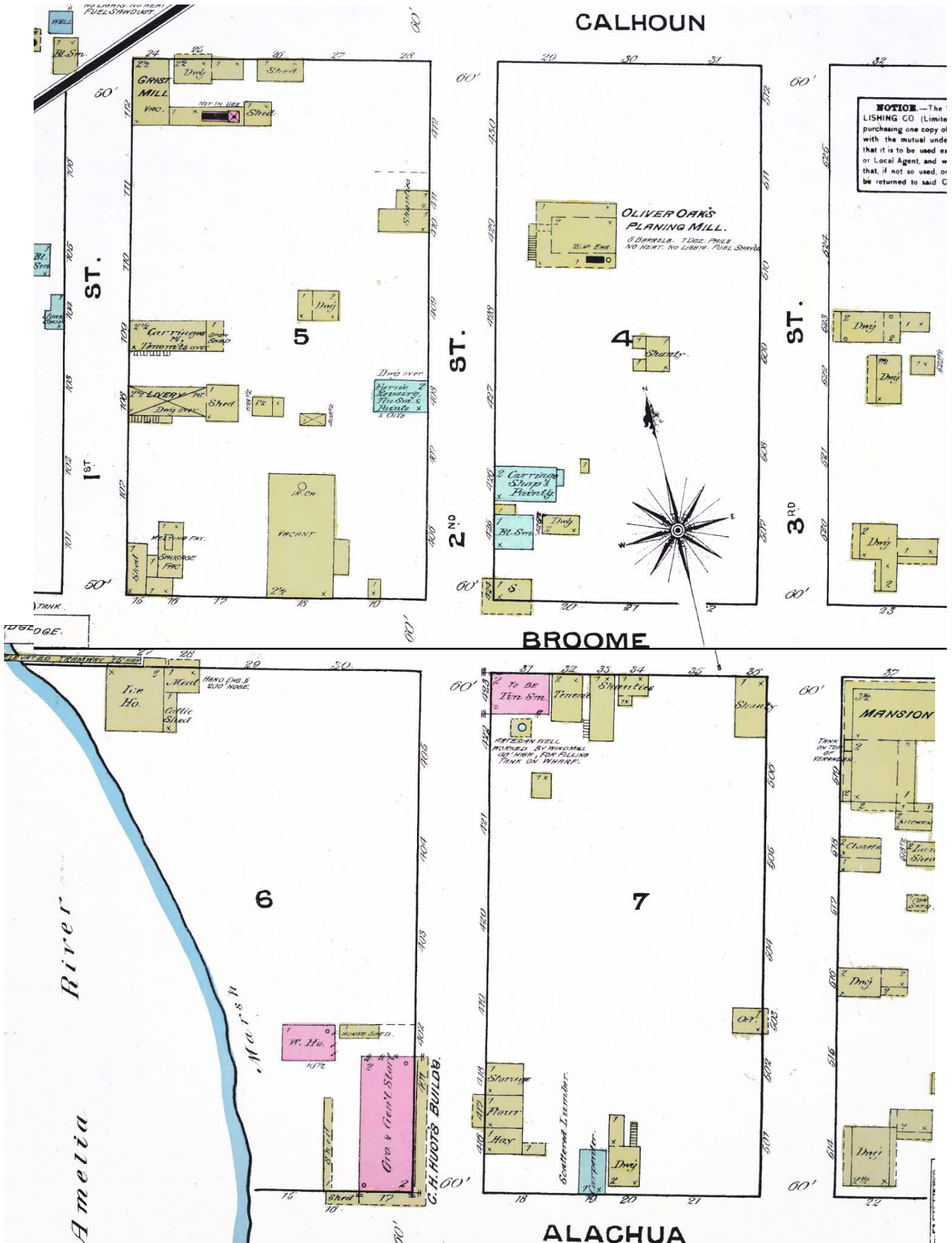
Box repairing. Cabinet-making. Carpenters' shops. Distilleries. Flax mills. Flour
or Grist mills. Japanners. Lard refineries. Manufactories of Artificial hair, Bagging,
Candles, Chairs, Clocks, Confectionery, India-rubber or gutta-percha, Ivory or lamp-
black, Looking-glass and Picture frames, Oiled clothing, Organs, Paper-hangings,
Perfumery, Pianos, Soap, Trunks. Oil mills. Paper mills. Rectifying establishments.
Sugar refineries. Tallow-melting or chandleries. Wholesale druggists (with com-
pounding). Woolen mills. (And generally risks where much heat or light wood is
used.)

Brick.....

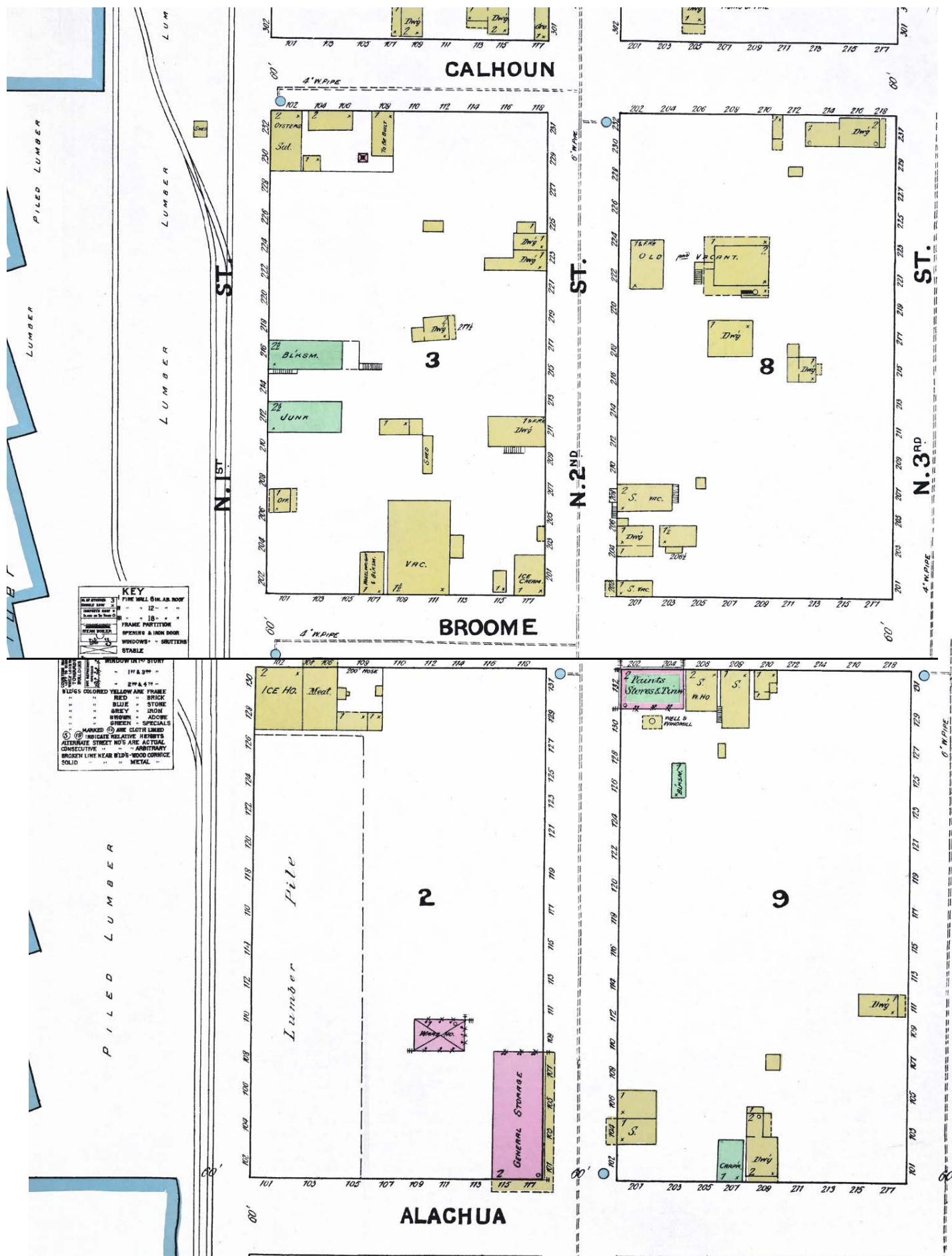


.....Frame

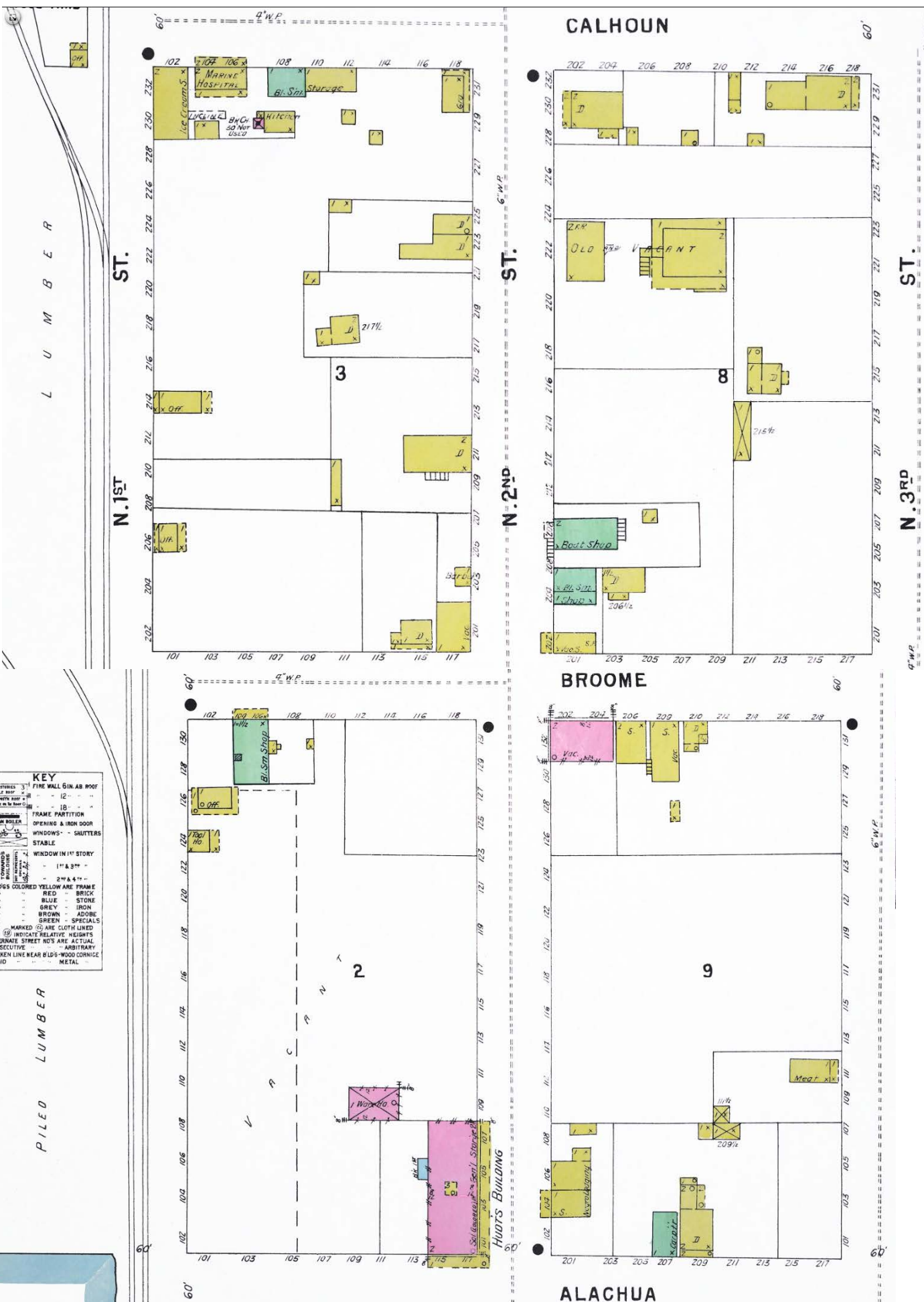
Chemical laboratories. Coffee and Spice mills. Drug mills. Fireworks on sale.
Match factories. Oil-boiling houses. Planing and Moulding mills. Printing-ink
factories. Sash, blind and door factories. Saw mills. Tar-boiling houses. Turpentine
distilleries. Varnish making. Window-shade factories.



1891 Sanborn Map of N. 2nd Street



1897 Sanborn Map of N. 2nd Street



RAILROAD ON PLE TRAIL

ST. N. 1ST (FRONT)

ST. N. 2ND

ST. N. 3RD

CONCERT HALL

Gen'l Storage Bldg.

Lumber

Lumber Yard

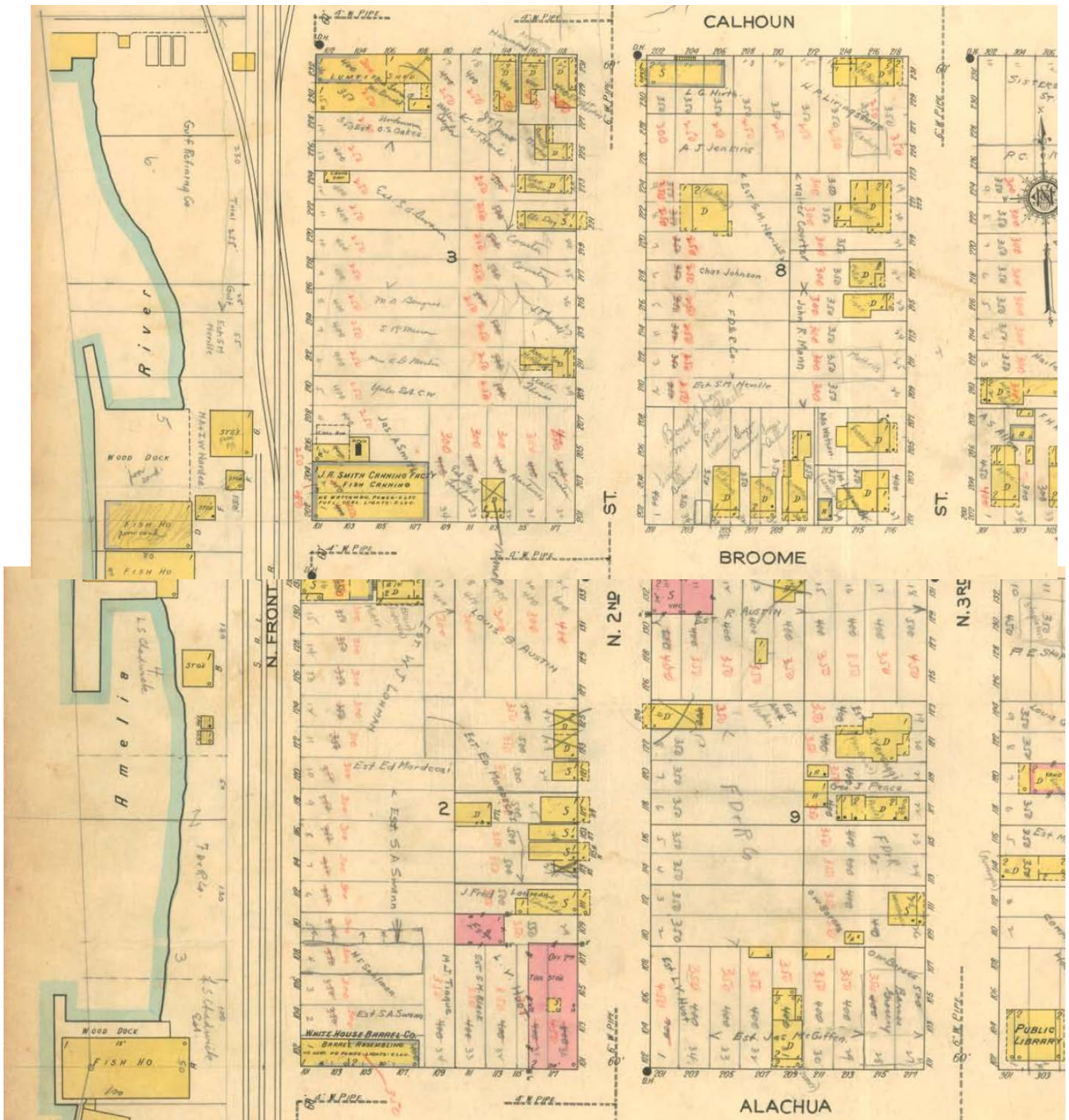
Florida Yellow Pine Mill Co.
Lumber & Timber Plant.

Scale

1909 Sanborn Map of N. 2nd Street



1926 Sanborn Map of N. 2nd Street



CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Board Appointment
Parks and Recreation Advisory Committee

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointments.

SYNOPSIS: In accordance with City of Fernandina Beach Charter Section 69, the City Commission may at any time, appoint a fact-finding or advisory board or boards, comprised of men and women who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission. Members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the City Commission.

Parks and Recreation Advisory Committee Regular Member Ms. Ms. Joy Behan, whose term expired December 2018, has submitted a request for reappointment to serve an additional one-year term ending December, 2019.

Pursuant to City Charter Section 69, Ms. Behan resides within the jurisdictional boundaries of the incorporated City limits.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission reappoint Ms. Joy Behan to a one-year term to the Parks and Recreation Advisory Committee.

Nan Voit, Parks & Recreation Director	01/16/2019
Caroline Best, City Clerk	01/17/2019
Nicole Bednar, Administrative Services Manager	01/23/2019
Dale Martin, City Manager	01/24/2019

Date: January 14, 2019

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Parks and Recreation Advisory Committee

Position	Term	Name & Address	Phone
1	03-01-2018	Jean Pugh 1552 Ruskin Lane, Fernandina Beach, FL 32034 jcpughpsu@gmail.com	(717) 756-1965
2	12-01-2014	Paul Martinez 1505 Via Del Rey Road, Fernandina Beach, FL 32034 paul@boteboard.com	(323) 610-1080
3	12-01-2015	Joy Behan 1548 Persimmon Circle South, Fernandina Beach, FL 32034 JoyBehan@gmail.com	(386) 334-3359
4	02-01-2013	Eric Bartelt 3820 South Fletcher Avenue, Fernandina Beach, FL 32034 ericbartelt@gmail.com	(904) 261-7808
5	02-01-2015	Trudie Richards 409 Georgia Avenue, Fernandina Beach, FL 32034 trudie@sweeley.com	(904) 432-7789
6	08-07-2018	Michael Kegler 325 Vernon Street, Fernandina Beach, FL 32034 XENOPHON6@AOL.COM	(678) 523-7943

Parks and Recreation Advisory Committee

Term Length: 3 Months

Max Terms: 1 Term(s)

Number of Members: 7

Meeting Schedule: Second Wednesday of each Month

Meeting Time: 4:00 PM

Meeting Location: Atlantic Recreation Center Aquatics Building

Meeting Address: 2500 Atlantic Avenue

Type: Advisory Boards

Description:

Council Liaison:

Staff Liaison:

Nan Voit

nvoit@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Jean Pugh	03/01/2018	1	03/01/2020
2	Paul Martinez	12/01/2014	1	12/01/2018
3	Joy Behan	12/01/2015	1	12/01/2018
4	Eric Bartelt	02/01/2013	1	02/01/2020
5	Trudie Richards	02/01/2015	1	02/01/2019
6	Michael Kegler	08/07/2018	1	08/07/2021

Kim Briley

From: Caroline Best <cbest@fbfl.org>
Sent: Friday, December 28, 2018 1:06 PM
To: Kim Briley
Subject: FW: re-appointment

Please see below thread regarding Joy Behan's desire to be reappointed to PRAC.

Caroline Best, CMC
City Clerk
204 Ash Street
Fernandina Beach, Florida 32034
Office (904) 310-3115

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

P Go Green: Please don't print this unless its really necessary

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Nan Voit <nvoit@fbfl.org>
Sent: Friday, December 28, 2018 12:17 PM
To: Kim Briley <kelliott@fbfl.org>
Cc: Caroline Best <cbest@fbfl.org>
Subject: FW: re-appointment

Please see below. Thanks,

Nan S. Voit, CPRP
Director of Parks and Recreation
City of Fernandina Beach
(904) 310-3350
"IT STARTS IN PARKS"

Disclaimer: According to Florida law, e-mail correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

From: Joy Behan [<mailto:joybehan@gmail.com>]
Sent: Friday, December 28, 2018 7:41 AM
To: Nan Voit
Subject: Re: re-appointment

Good morning,

Nope, hadn't heard anything. But yes, I would like to keep serving on PRAC. Thanks! Hope you had a good holiday!

On Thu, Dec 27, 2018 at 9:10 AM Nan Voit <nvoit@fbfl.org> wrote:

Hey, Joy. I am not sure if the Clerk's office has notified you, but your term expired in December. Do you wish to continue serving on the PRAC?

Nan S. Voit, CPRP

Director of Parks and Recreation

City of Fernandina Beach

(904) 310-3350

"IT STARTS IN PARKS"

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--

Joy P. Behan

(386) 334-3359

JoyBehan@gmail.com

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Local Mitigation Strategy (LMS)

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger.

A Local Mitigation Strategy (LMS) is a plan developed by each county to reduce and or eliminate the risks associated with natural and man-made hazards. These plans must be in accordance with the Disaster Mitigation Act of 2000 which is a mechanism for collaboration between state and local entities that encourages pre-disaster planning, recognizes need for mitigation, and designates funding for projects through Federal grant opportunities.

The City's participation in the Nassau County LMS can be significantly improved by timely submitting Hurricane Mitigation Grants and Pre-Mitigation Grants (HMGP). Additional funding opportunities exist for open period mitigation and/or pre-mitigation funding.

The City recently submitted an HMGP application for Waterfront Flood Risk Reduction.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 01/16/2019

Submitted By: Caroline Best
Caroline Best, City Clerk

Date: December 14, 2018

COMMISSION ACTION:

COFB Waterfront Flood Risk Reduction Project

Addressing Waterfront vulnerability to flooding due to storm surge and sea level rise.

Waterfront flooding October 7th 2016 (Hurricane Matthew)



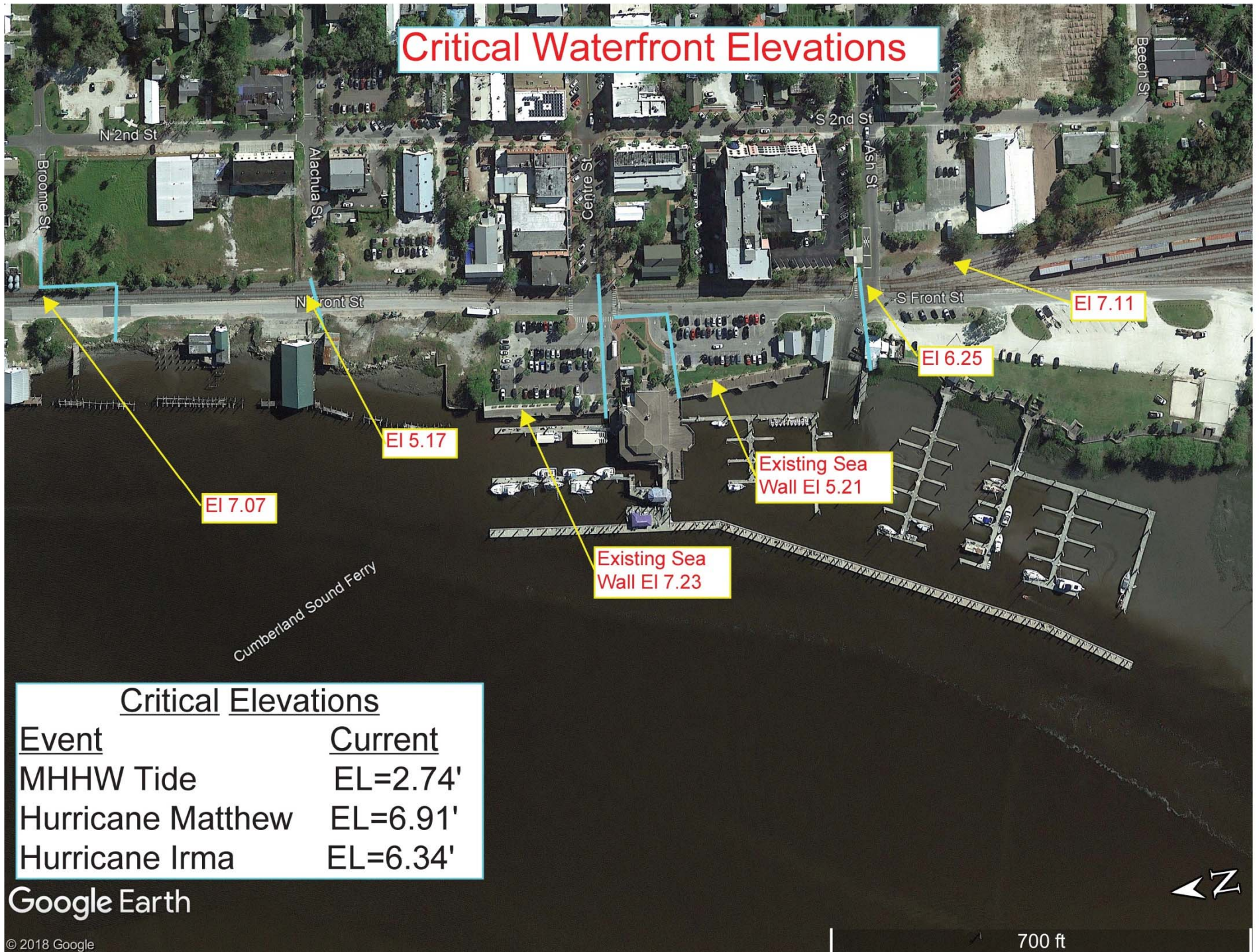
Existing Stormwater Features



Critical Waterfront Elevations



Critical Waterfront Elevations

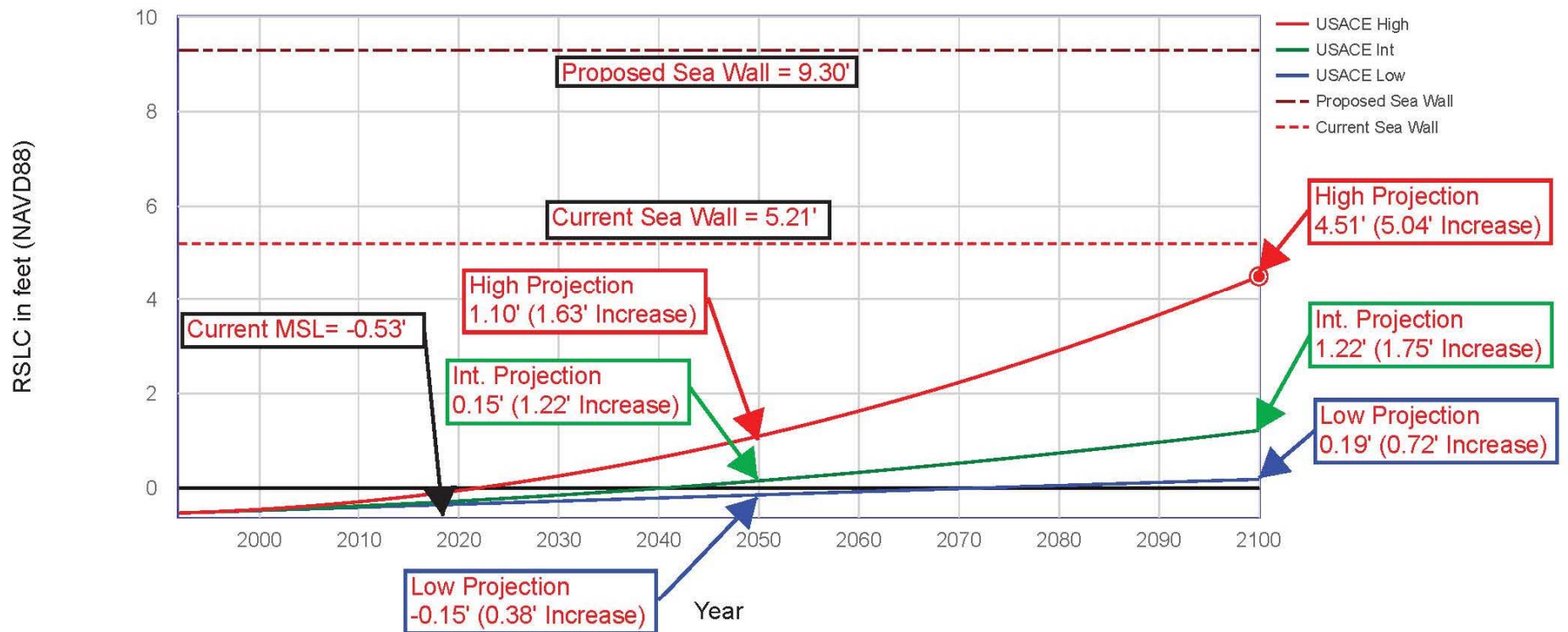


Critical Elevations

Event	Current
MHHW Tide	EL=2.74'
Hurricane Matthew	EL=6.91'
Hurricane Irma	EL=6.34'

Google Earth

Estimated Relative Sea Level Change Projections - Gauge: 8720030, Fernandina Beach, FL



Critical Waterfront Elevations



Critical Elevations

Event	Current	Low	Int.	High
MHHW Tide	EL=2.74'	3.45'	4.50'	7.77'
Hurricane Matthew	EL=6.91'	7.39'	8.44'	11.53'
Hurricane Irma	EL=6.34'	6.82'	7.87'	10.96'

Google Earth



Waterfront Flood Protection Project

Stormwater upgrade
w/ check valve
currently funded

Remove existing 18"
pipe and connect to
existing line on
Centre Street

Zone 4
Inflatable
Flood Barrier

Zone 1
Inflatable
Flood Barrier

Zone 6
Inflatable
Flood Barrier

Zone 5
Berm Flood
Protection

Install Check valve
in existing 32" pipe

Zone 2
Reconstructed
Sea Wall &
drainage
modifications

Zone 3
Install Check valve
in existing 24" pipe

Cumberland Sound Ferry

Flood Protection Level

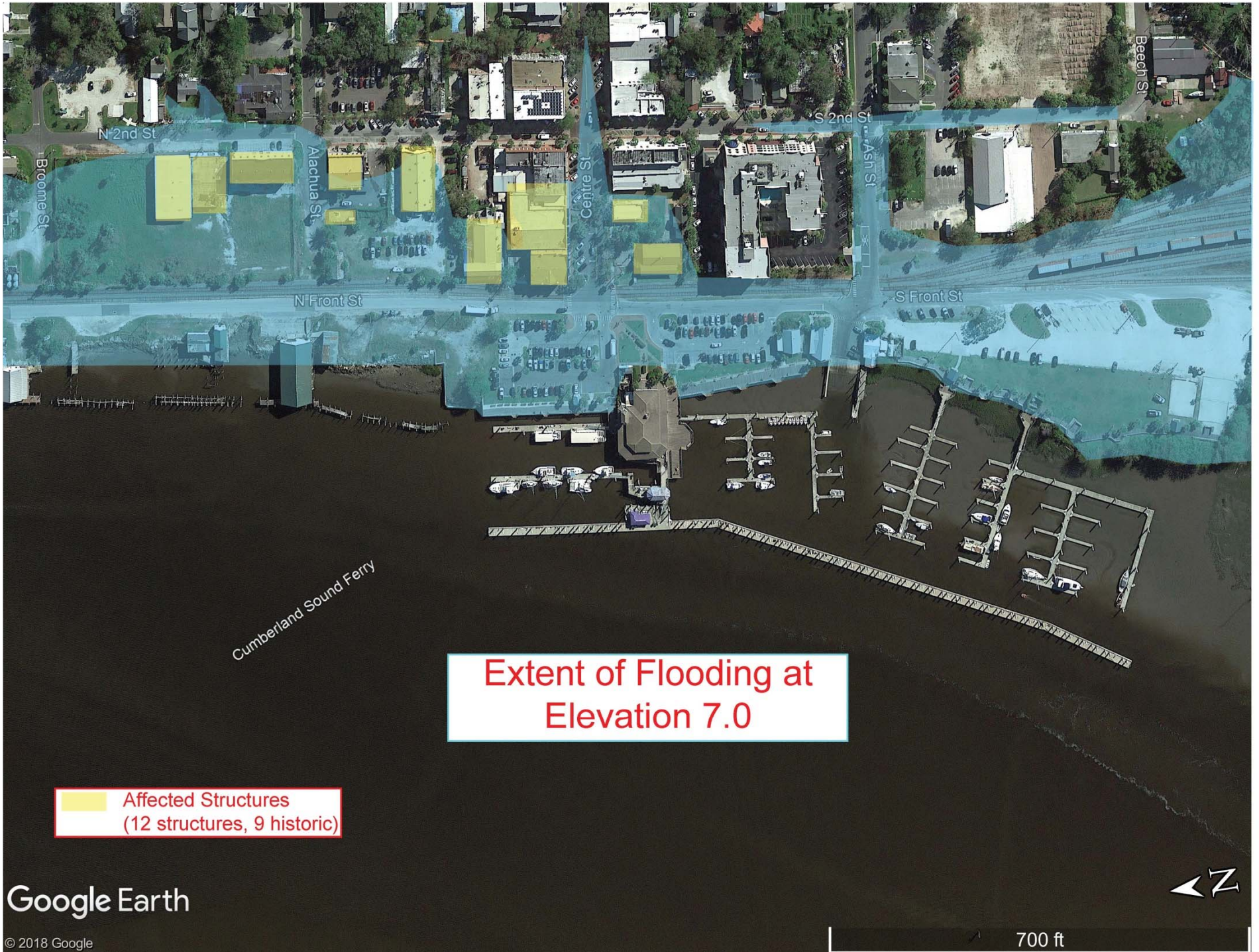
Zone	Existing Flood Protection EL	Proposed Flood Protection EL
1	5.1'	8.0'
2	5.2'	9.3'
3	5.3'	7.2'
4	4.6'	7.9'
5	4.6'	7.9'
6	5.0'	8.2'

Google Earth

© 2018 Google

700 ft





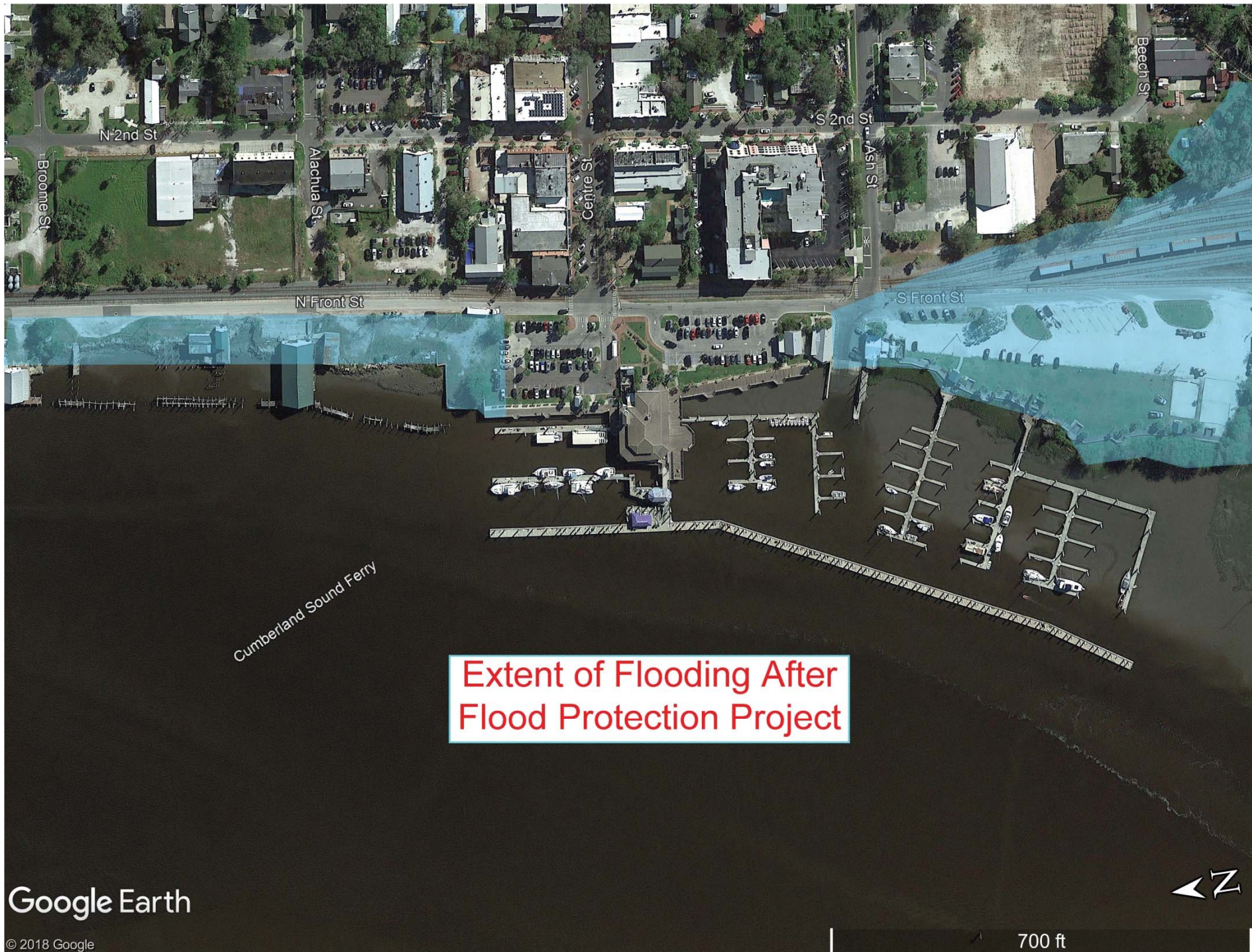
Extent of Flooding at
Elevation 7.0

Affected Structures
(12 structures, 9 historic)

Google Earth

© 2018 Google

700 ft





Project Budget

Flood Control Feature	Location (Zone)	Cost
Reconstructed Sea Wall	2	\$2,380,000
Stormwater Check Valves	1,3	\$37,100
Water quality structures	1,3	\$90,000
Inflatable Flood Walls	1,4,6	\$102,000
Flood Control Berm	5	\$15,500
Total		\$2,624,600

Project Benefit: Raise flood protection elevation from 4.63' to 7.23'



Project Funding

	Funding
Project Budget	\$2,624,600
State Appropriation	\$350,000
FEMA LMS	\$1,370,000 (maximum)
Stormwater Utility Fund	\$230,000
Capital Improvement Funds	\$674,600



Resources

- USACOE Sea Level Change Curve Calculator
http://corpsmapu.usace.army.mil/rccinfo/slc/slcc_calc.html
- University of Florida Sea Level Sketch Planning Tool
<https://sls.geoplan.ufl.edu/>
- National Oceanic & Atmospheric Administration – Tides & Currents (Station 8720030)
<https://tidesandcurrents.noaa.gov/>

Local Mitigation Strategy



The Local Mitigation Strategy is a required plan allowing for the submission of Federal; Hazard Mitigation Assistance Grants, Pre Disaster Assistant Grants and Flood Mitigation Assistant Grants.

*In Nassau County the program is
Managed by the Emergency
Management. The Fernandina Beach
City Commission has adopted the
Nassau County LMS Plan.*

*This authorizes the City to submit
Projects and apply for the previously
noted Grants.*

- Current Fernandina Beach Projects (Maximum 34 Points)

- First Avenue storm water 18.6

- Area 1 Drainage 19.5

- Area 2 Drainage 19.5

- Area 5 Drainage 19.5

- Area 7 Drainage 19.5

- Notes:

- A-1 Funded SJRWMD.

- A-5 Partial State Funded.

- A-6 2018/9 Legislative Funding Request.

- Area 9 Drainage 19.5

- Trailer Mounted Emergency Generator 12

- Airport Generator 20.5

- Lisa Avenue Drainage 23

- Area 6 Drainage (Pending submission)

- Shoreline Stabilization 22

Current Hurricane Hazard
Mitigation Grant funding
Project submitted 2018.

Partial Shoreline Stabilization
Project. \$2,624,600.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Westrec Marina

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: Commissioners to discuss financial projections, marketing, and cost/benefit analysis of expanding the mooring filed and moving the Marina north.

This item in placed on the agenda at the request of Commissioner Ross.

FISCAL IMPACT: To be determined based upon Commission direction.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 01/04/2019

Dale Martin, City Manager 01/16/2019

Date: January 04, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:



Fernandina
HARBOR MARINA

3 S. Front Street

Fernandina Beach Florida

(904) 310-3300 Fax (904) 310-3451

Marina Projections

Assume the South Basin opens 1 June 2019

Assume the Fuel Dock Opens 1 November 2019

Please request Westrec provide the following:

- **1 An operating budget for the marina for the current fiscal year and next 2 fiscal years**
 - Current Year 2018-2019**
 - Projected 2019-2020**
 - Projected 2020-2021**
- **2 A marketing plan**
- **3 A long-term lease policy**
- **4 A maintenance plan for the entire marina**
- **5 A cost benefit analysis of expanding the mooring field**
- **6 A cost benefit analysis of expanding the marina north**
- **7 A analysis of need for additional bathroom / shower facilities and estimate of required land**
- **8 A cost benefit analysis of adding additional services such as boat repair/servicing, dry boat storage and an estimate of the needed required land.**
- **9 Parking requirements for the completed marina with no northern expansion**

Fernandina Harbor Marina
Operating Budgets
Current year through 2021

MARINA

REVENUES	BUDGET 2018-2019	BUDGET 2019-2020	BUDGET 2020-2021
33120 FEMA GRANT	4,500,000		
BigP Grant Revenue			
33148 FBIP			
33210 FEDERAL GRANT			
33400 STATE GRANT	250,000	175,000	190,000
33420 FEMA STATE	750,000		
34750 SLIP RENTALS - PERMANENT	200,000	260,000	280,000
SLIP RENTALS TRANSIENT BigP			
SLIP RENTALS TRANSIENT BigP Non Taxable			
34755 SLIP RENTALS TRANSIENT	45,000	450,000	525,000
34755 SLIP RENTALS-NON-TAXABLE	785	4,300	6,000
34759 DOCK STORE RENT	0	0	0
34760 BUSINESS RENTALS	24,768	25,000	26,000
34762 MOORINGS TAXABLE	8,000	32,000	38,000
MOORINGS NON TAXABLE			
34765 MERCHANDISE FOR RESALE			
34766 SERVICES - NON TAXABLE	0	275	325
34767 SERVICES - TAXABLE	0	950	1,500
34770 FUEL - DIESEL	0	1,005,000	1,215,000
34771 FUEL - GAS	0	238,000	285,000
GASOLINE/FUEL OILS/ADDITIVES			
34773 FUEL - DIESEL NON TAXABLE	0	6,000	9,500
GASOLINE/FUEL - DISCOUNTS			
34775 FUEL - DISCOUNTS DIESEL	(5,000)	(9,500)	(23,000)
34776 FUEL - DISCOUNTS GAS	(1,000)	(900)	(1,525)
34777 GASOLINE/FUEL - DISCOUNTS N/T DSL			
36110 INTEREST			
36215 NON-TAXABLE RENTS	9,390	9,500	9,750
36420 INSURANCE PROCEEDS			
36990 OTHER REVENUE	600	210	275
TOTAL	5,782,543	2,195,835	2,561,825

MARINA

EXPENSE	BUDGET 2018-2019	BUDGET 2019-2020	BUDGET 2020-2021
PERSONNEL SERVICES			
51200 SALARIES			
52100 FICA			
TOTAL	-		
OPERATING EXPENSES			
53100 PROFESSIONAL SERVICES	-		
53200 AUDITING	6,795	6,795	6,795
53400 CONTRACTUAL	376,629	475,000	510,000
54000 TRAINING/TRAVEL	350	500	1,000
54100 COMM - PHONE/FAX/ALARM	1,200	1,500	1,575
54101 COMMUNICATIONS-CELLULAR	2,780	2,800	2,900
54103 COMMUNICATIONS - INTERNET	3,600	5,000	8,000
54300 UTILITIES - ELECTRIC	16,000	32,000	38,000
54310 UTILITIES - WATER & WASTEWATER	9,500	21,000	25,000
54400 RENTALS/LEASES	23,868	31,824	31,824
54500 INSURANCE	69,509	70,000	72,500
54610 R/M BLDG & GROUNDS	35,000	36,000	35,000
54620 R/M EQUIPMENT	11,750	16,000	18,000
54675 R/M MOORING FIELD	23,600	18,000	24,000
54700 PRINTING	500	800	1,200
54800 PROMOTIONAL	3,500	5,500	7,500
54902 BAD DEBT EXPENSE	-	-	-
55100 OFFICE SUPPLIES	3,800	5,200	5,600
55200 OPERATING SUPPLIES	26,770	40,000	42,000
55210 UNIFORMS	350	1,500	1,200
55220 JANITORIAL	1,800	3,400	4,000
55230 GAS/OIL	125	350	500
55400 BOOKS/SUBS/DUES	825	825	875
55500 MERCHANDISE FOR RESALE	-	-	-
55510 FUEL FOR RESALE	0	1,065,000	1,250,000
Sub Total	618,251	1,838,994	2,087,469
Adjusting Entry	5,164,292	356,841	474,356
TOTAL	5,782,543	2,195,835	2,561,825

Fernandina Harbor Marina Marketing Plan

***Westrec Marinas Marketing Plan
for
The Fernandina Harbor Marina***

Overview

Studies performed by the Marine Industries Association of South Florida indicate that the marine industry contributes millions of dollars in revenue annually to local economies. All of Florida is a winter haven for “snowbirds” and regional marinas draw boaters from the northeast, mid-west, and Canada in addition to the local population. Fernandina Harbor appeals to captains and yacht owners alike as they are drawn to the Marina by the destination location, amenities, and personalized service. In addition, the mega yacht market continues overall to be very active. This market segment retains a certain economic resilience in the industry. Those marinas due for upgrades or renovation are remodeling a number of slips to accommodate these larger vessels to lure this market segment to their facility. The economy remains extremely strong, new and used sales continue to grow with most yachts now travelling far and wide. The Caribbean charter market is also booming with many people once again able to afford a luxury vacation in the islands.

Fernandina Beach has an excellent location for vessels traveling up and down the eastern seaboard. Its unique location and quaint downtown community provides an excellent retreat for those boaters looking to recover from a long trip or those that wish to explore Mother Nature at its best. Fernandina Harbor is a link in the Florida chain of Westrec Marinas and provides boaters opportunity to access the consistent, quality experience that they have come to know at Westrec whether traveling to northern climes for the summer or returning snowbirds in the winter months. The entire community benefits when the Fernandina Harbor Marina is visited by transient boaters and every visitor is enriched by the experience that is Fernandina Beach.

Objectives

Westrec’s marketing plan for all of their marinas includes three primary objectives;

- To increase occupancy and utilization of the Marina
- To increase exposure via promotional strategies and other marine associations
- To provide complete customer service

Strategy

One of the greatest strengths Westrec brings to bear is its nationwide network of marinas and excellent reputation among boaters. In addition to the promotional plan we have in place outlined below, the word of mouth and referrals from our other regional Westrec Marinas always help to build occupancy and enhance relationships among other vendors and related businesses. Our main goal of any marketing or promotional plan is to maximize revenues through effective slip management with the greatest possible average boat length per space.

Highlights of the promotional plan we established for Fernandina Harbor Marina included the development of a new web site for the Marina that is linked to Westrec's corporate site and the creation and utilization of marketing collaterals and a new brochure that has been distributed throughout our family of marinas and at trade shows that we participate in worldwide. In addition, Westrec holds and sponsors other events targeted at the yachting market featuring our marinas.

Plan Focus

Advertising and Marketing

Westrec currently markets Fernandina Harbor Marina through a variety of methods. These include print advertising, the internet, boat shows, events, sponsorships, and most importantly through Westrec's company operating philosophy which emphasizes complete customer service and personalized attention in all interactions of marina staff with the vessel's owner, its captain and crew. In the day-to-day operations of a yacht, whether it is corporate or privately owned, it is most often the yacht's captain who makes the decision of where to berth the vessel especially in more populous destinations where there is more than one option available. It is for this reason that Westrec's marketing program for Fernandina Harbor Marina targets these marine professionals in addition to yacht owners themselves.

Westrec print advertising for the Marina includes the back cover of *Dockwalk*, a well established and modern magazine for global crew, and a ½ page ad in *The Triton* a popular monthly

Celebrating 30 Years of Navigating the Good Life

30th ANNIVERSARY

AWARD WINNING PROPERTIES

HALLAND BEACH MARINA	HAMILTON HARBOR MARINA	SUNRISE HARBOR MARINA	FERNANDINA HARBOR MARINA
• Yachts up to 135' • Olympic Hall of Fame Swimming Pools • Cable TV • Wireless Internet Access • One Block from the Beach	• Wet Slips up to 200' • Storage power to 480V • Dry Storage to 30' • Fuel Dock, Bulk and Tackle • 100-Ton Travel Lift • Marine Services Computer	• Mega Yachts up to 200' • Heated Pool • Luxury Fitness Center • Full Resort Amenities • Wireless Internet Access • 24-Hour Gated Security	• 1,000 Linear Feet Side Tie Dockage, 25' Depth • High-Speed Fuel Pumps • Laundry, Bait and Tackle • Captain's Lounge with Satellite TV and Wireless Internet Access
Scott Salomon 954.264.3075 info@hallandbeachmarina.net	Logan Moore 954.926.0300 info@hamiltonharbormarina.net	Brad St. Coeur 954.667.6720 info@sunriseharbormarina.net	Joe Springer 904.310.3300 jspringer@fall.org

WESTREC MARINAS
Navigating the Good Life

WWW.WESTREC.COM

Back Cover of International Superyacht Society's Gala Magazine

newspaper geared to the same market. In addition, there are full page print ads in conjunction with our other regional Westrec marinas placed in the Southern Waterway Guide, Waterway Facilities Guide, and Embassy Cruising Guide. This same full page ad also runs in *Boat International* (formerly "Showboats") Magazine, a very upscale magazine catering to the mega and super yacht market, on a schedule which includes issues with specific distribution such as the Global Order Book, the Monaco Yacht Show, and the Fort Lauderdale and Miami International Boat Shows. During Westrec's tenure, Fernandina Harbor Marina has had a three

page spread in *Marinalife* and over the years also coverage in *Dockwalk* and *Soundings* as well as others. Currently Fernandina Harbor Marina is on ActiveCaptain which is an app used by Garmin owners to share boating experiences and information, and it is also on Dockwalk.com and Salty Southeast Cruisers Net. All keep fellow captains and boaters connected by sharing information on where to go and stay on the water.

The Fernandina Harbor Marina, along with our other area properties, continues to be promoted at numerous domestic and international boat shows to reach the global mega yacht marketplace. Westrec participates in the Annual Monaco Yacht Show every September, the Fort Lauderdale International Boat Show, Miami International Boat Show, the Newport Charter Show and METS (Marine Equipment Trade Show in Amsterdam) as well the Annual International Marina and Boatyard Conference (IMBC), and other International Boat and trade shows held throughout the region.

Our regular promotion at shows such as the Antigua Charter Show and St Maarten will resume once these areas fully recover from the 2017 Hurricanes Irma and Maria. In today's yacht world, it is common for vessels to spend the summer season in the Mediterranean or the northeast U.S. and travel to Fort Lauderdale or the Caribbean for the winter season. We have established excellent relationships with the yacht transport companies and through our contacts in Europe are able to garner a good share of this market.

As we have noted, over the last ten years other marinas in Florida have attempted to lure to mega yachts to their facilities, renovating older marina basins to accommodate a number of these vessels. Westrec has adjusted their marketing and promotions accordingly to meet the needs of the market. We expect Fernandina Harbor Marina to attract a steady market share as a new accommodation for these mega yachts.

AWARD WINNING PROPERTIES
The Perfect Ports to Call Home

Fort Lauderdale Marina
 • 1,000 slips up to 300'
 • 24-hour security
 • 24-hour boat service
 • 24-hour internet access
 • 24-hour clock from the beach
 • Scott's Landing
 954.764.3175
 fhm@westrecmarinas.net
 Fort Lauderdale, Florida

Amelia Island, Florida
 • 1,000 linear feet dockage
 • 25' depth
 • High speed fuel pump
 • Learning Boat and Yacht
 • On-site lounge with
 satellite TV and wireless
 internet access
 Jon Springer
 904.210.3300
 jon@westrecmarinas.net

WESTREC MARINAS
 Navigating the Good Life
 WESTREC.COM

Recent half page ad in the Triton

Special Events

Each year Westrec and Fernandina Harbor Marina have continued to sponsor and support the annual Isle of Eight Flags Shrimp Festival. This event now in its 56th year is one of the largest in the country. It is well-attended by land and by sea and is a huge boost to the local economy. The Marina hosts the best decorated boat contest and the blessing of the fleet. This event brings many people through the marina showcasing all we have to offer. In 2020, attendees will reap the benefits of the all new facility.

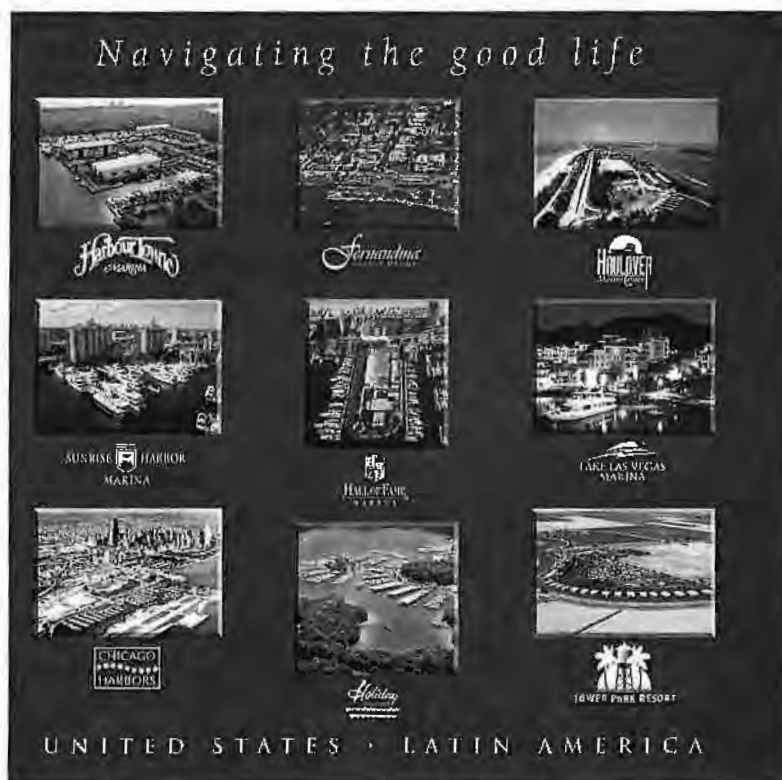
Westrec's Annual Captain and Crew Appreciation party hosted by Westrec's Sunrise Harbor each year is one of the premier events for this market sector. Held every April to celebrate the "end" of the season, this "thank you" aimed at professional captains and crew has a different theme every year with prizes given for the best costume. Past year's themes included a Buccaneer Ball (Pirates of the Caribbean), Wizard of Oz, Great Gatsby Speakeasy, and Casino Royale (Bond 007) among others. It is a huge event and allows us the opportunity to promote all of Westrec's marinas in the region and build customer loyalty. These parties, by target invitation only, include food, beer, wine, and entertainment with 85% of the cost born by our sponsors who are marine related businesses who also serve the mega yacht market sector.

Other events sponsored by Fernandina Harbor Marina through Westrec include Dockwalk's Annual Crew Party and the National Marine Suppliers Annual Cancer Awareness Crew Party. These are both huge events during the Fort Lauderdale International Boat Show. In partnership with other area Westrec marinas, Fernandina Harbor sponsors the International Superyacht Society's (ISS) Distinguished Crew Award and the ISS Annual Gala. This Distinguished Crew honor is reserved for the best of the best, a captain and crew who exemplify the highest level of expertise and professionalism in the super yacht industry. Each year the winner is chosen from a slate of candidates who have been nominated by fellow colleagues in the industry. Westrec has been sponsoring this award since its inception over ten years ago.

Promotional Plan

The promotional plan we have in place for the Fernandina Harbor Marina includes the following elements:

- Creation of advertising and sales collateral including brochures, cards, and other promotional material such as signage, burgees, etc.
- Created new website dedicated to Fernandina Harbor Marina www.fhmarina.com this site will be revised and updated once the current marina renovations are complete and operational.
- Advertising in appropriate trade and consumer magazines and publications as necessary.
- Placement of editorial in appropriate trade and consumer magazines and publications including newsletters.
- Presence on Westrec's corporate web site
- Inclusion in all Westrec's promotional pieces distributed to our member database.
- Promotion at Fort Lauderdale and Miami International Boat Shows, Monaco Yacht Show, the AMI International Boatyard and Marina Conference, the Annual International Superyacht Society Gala, and other marina industry events.
- Creation and promotion of new special events tailored to the Fernandina Harbor Marina, to bring the community to the waterfront.



One of the booth panels from Westrec's trade show booth features Fernandina Harbor Marina

**Fernandina Harbor Marina
Long Term Lease**

LEASE

between

HARBOUR TOWNE ASSOCIATES,
a California General Partnership
("Landlord")

and

a _____ Corporation,

("Tenant")

Marine Repair Building
Harbour Towne Marina
Dania Beach, Florida

LEASE

I. Basic Terms.

(a) **Landlord's Name and Address:** Harbour Towne Associates, a California General Partnership
801 N.E. Third Street
Dania, FL 33004
Attn: Marina Manager
Telecopy No: (954) 922-5485

With a Copy To: Harbour Towne Associates
c/o Westrec Marina
16633 Ventura Boulevard
Sixth Floor
Encino, California 91436
Attn: William Anderson
Telecopy No: (818) 907-1104

(b) **Tenant's Name and Address:** _____
A _____ Corporation

Attn: _____
Telecopy No: _____

(c) **Premises:** Approximately _____ square feet in the Marine Repair Building, depicted on Exhibit A, attached hereto, located at Harbour Towne Marina, Dania, Florida, (the "Marina") and all fixtures and improvements located in such area.

(d) **Term:** Commencing on _____, 2010, and ending on _____, 201_, unless extended or terminated earlier in accordance with this Lease.

(e) **Basic Rent:** _____ / month plus sales tax

(f) **Percentage Rent:** Waived

(g) **Security Deposit:** _____

(h) **Business to be conducted on Premises:** _____

(i) **Monthly Common Area Maintenance Charge:** Waived

(j) **Utilities are to be paid by Tenant or Landlord as indicated:**

Water	<u>Landlord</u>	Electricity	<u>Tenant</u>
Gas	<u>N/A</u>	Sewer	<u>Landlord</u>
Telephone	<u>Tenant</u>	Garbage	<u>Landlord</u> *

* Except that Tenant will be responsible for the removal of any Hazardous Material.

(k) **Date of Lease:** _____

2. Premises.

2.1 Real Property. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises. Tenant acknowledges that Tenant has examined the Premises prior to executing this Lease and agrees that the Premises are in acceptable working order and repair and are suitable for Tenant's intended purpose. Tenant accepts the Premises as is and understands that Landlord makes no express or implied warranties of habitability, suitability, quality, condition, merchantability or fitness for any particular purpose or use concerning the Premises, and Tenant hereby waives all such warranties.

2.2 Relocation of Tenant. Landlord, at its sole expense, on at least 60 days prior written notice, may require Tenant to move from the Premises to another area of comparable size; provided, however, that Tenant by written notice to Landlord may elect not to move to the other space and in lieu thereof to terminate this Lease. In the event of any such relocation, Landlord will pay all expenses of moving Tenant's furniture and equipment to the relocated premises. Occupancy of the new Premises shall be under and pursuant to the terms of this Lease.

2.3 The Master Lease. Tenant acknowledges that Landlord's right to occupancy and control of the Marina has been granted pursuant to a lease (the "Master Lease") from the City of Dania ("Master Landlord"). All of Tenant's rights hereunder are subject and subordinate to the provisions of the Master Lease. Tenant has received a complete copy of and reviewed the Master Lease. Landlord will promptly forward any future amendments to the Master Lease to Tenant. In the event that the Master Lease shall be terminated for any reason whatsoever, this Lease shall likewise terminate without further liability to either party. During the term of this Lease, Tenant does hereby expressly assume and agree, for the benefit of Landlord and Master Landlord, to perform and comply with and be bound by, as such obligations relate to the Premises, each and every obligation of and restriction on Landlord under the Master Lease except for the payment of rent. The obligations that Tenant has assumed under this Section are hereinafter referred to as "Tenant's Assumed Obligations." Tenant shall indemnify and hold Landlord free from and harmless and defend Landlord against all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of Tenant's failure to comply with or perform Tenant's Assumed Obligations.

3. Rent.

3.1 Basic Rent. All Basic Rent shall be payable in advance, on the first day of each calendar month during the term of this Lease. If the first month of the Lease is a partial calendar month, Basic Rent shall be due on the first day of the term of this Lease for that partial month. At the beginning of each Lease year after the initial Lease year, the Basic Rent payable for that Lease year shall be the Basic Rent payable for the previous Lease year increased by the same percentage as the Consumer Price Index published immediately prior to that Lease Year shall have increased from that published immediately prior to the previous Lease year. For the purposes of this Lease, the term "Consumer Price Index" shall refer to the Consumer Price Index for all Urban Consumers - U.S. City Average (All Items) compiled by the U.S. Department of Labor - Bureau of Labor Statistics based on 1982-84 as 100. In no event shall the Basic Rent payable in any year be less than that payable during the previous year.

3.2 Payment of Rent. Rent payments shall be delivered to Landlord at Landlord's address. Checks shall be made payable to the Marina. "Rent" hereunder shall include Basic Rent, Percentage Rent, if applicable, and as "Additional Rent," such other sums and expenses payable by Tenant on the terms and conditions specified in this Lease. Rent payable for any fractional portion of a month or year at the beginning or end of the term of this Lease shall be a like fraction of the Rent due for an entire month or year. If any Rent payment is not received within five days after it is due, Tenant shall pay a late charge of 5% of such payment, or interest from the date Rent was due at the maximum lawful rate, whichever is greater.

4. Security Deposit. Tenant has deposited with Landlord the Security Deposit as security for the full performance and observance of each of Tenant's obligations under this Lease. If Tenant is in default under this Lease, Landlord may use the whole or any part of the Security Deposit to satisfy any sum due to Landlord or to defray any expense or damage reasonably incurred by reason of the default. In the event that all or part of the Security Deposit is so used, Tenant shall on demand pay to Landlord a like sum to replenish the Security Deposit. Landlord is not a trustee of the Security Deposit and may commingle it or use it in ordinary business. No interest shall accrue on it. At the termination of this Lease or any extension or renewal thereof, if Tenant is not then in default, Landlord shall return the remaining balance of the Security Deposit to Tenant or, at Landlord's election, to the last assignee of Tenant's interest. If Landlord shall transfer its interest in the Marina during the term of this Lease, Landlord may pay the Security Deposit to the transferee and Landlord will then be released from all liability to Tenant for the return of the Security Deposit.

5. Use.

(a) Tenant shall operate on the Premises the business described in Section 1 and shall use the Premises for no other purposes without the specific consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant shall continuously and at all times actively and diligently operate its business on the Premises in a first class and reputable manner. Tenant shall employ its best business judgment, efforts and abilities to operate its business on the Premises in an efficient and businesslike manner so as to enhance the reputation and attractiveness of the Premises and the Marina.

(b) No use shall be made or permitted to be made of the Premises, nor any act done, which may increase the existing rates of insurance upon the building within which the Premises are located, or which may cause the cancellation of any insurance policy covering said building or any portion thereof. If any act on the part of Tenant or use of the Premises by Tenant shall cause, directly or indirectly, an increase of Landlord's insurance expense, said additional expense shall be paid by Tenant to Landlord upon demand. Such payment by Tenant shall not limit Landlord in the exercise of any rights or remedies. Tenant, at its sole expense, shall comply with any and all requirements pertaining to the use of the Premises, or of any insurance organization or company, which compliance may be necessary for maintenance of reasonable fire, extended coverage, public liability and other insurance upon the building and the appurtenances thereto.

(c) Tenant shall not commit, or suffer to be committed, any waste or nuisance upon the Premises.

(d) Tenant shall keep the Premises open for business from 8:00 a.m. to 5:00 p.m. seven days each week or such other hours as Landlord and Tenant may mutually agree.

(e) Tenant shall not vacate or abandon the Premises at any time during the term of this Lease. If Tenant shall abandon, vacate or surrender the Premises, or be dispossessed therefrom by process of law or otherwise, any personal property belonging to Tenant and left in or upon the Premises shall be deemed abandoned at the option of Landlord.

(f) Tenant shall not post or erect any signs at the Premises or elsewhere in the Marina without Landlord's prior written consent.

(g) During boat shows or other promotional events occurring at the Marina, Landlord will have the exclusive right to utilize all slip and parking areas at the Marina, without abatement of Rent.

(h) Tenant assumes full responsibility for the safety and security of Tenant, Tenant's employees and customers, any other people at the Marina because of Tenant (e.g., visitors, sales people, etc.) and all of such persons' personal property (e.g., cars, boats, equipment) while such persons and property are at the Marina.

6. Compliance with Laws/Hazardous Materials.

6.1 Compliance with Laws. Tenant shall, at Tenant's cost and expense, cause the Premises to be used in accordance with all: (a) laws, ordinances, codes, licenses, permits, orders, rules, regulations and requirements of every duly constituted governmental or quasi-governmental authority or agency ("Laws") applicable to Tenant or the Premises, including without limitation, all applicable Laws pertaining to air, water and upland runoff/stormwater quality, fuel storage tanks, Hazardous Materials (as defined below), air emissions and other environmental matters ("Environmental Laws"), all zoning and other land use matters and the Americans with Disabilities Act; (b) similar applicable orders, rules and regulations of any regulatory, licensing, accrediting, insurance underwriting or rating organization or other body exercising similar functions; (c) policies of insurance at any time in force with respect to the Premises; and (d) the Marina rules. If Tenant receives any notice that Tenant or the Premises is in default under or is not in compliance with any of the foregoing, or notice of any proceeding initiated under or with respect to any of the foregoing, Tenant will promptly furnish a copy of such notice to Landlord.

6.2 Hazardous Materials Upon Premises Prohibited; Indemnity Tenant shall not have or allow any Hazardous Materials upon, about or beneath the Premises or the Marina, except (i) small quantities of Hazardous Materials commonly used in normal office operations or for premises cleaning and maintenance and used for those purposes by Tenant and (ii) boat fuel, oils and other fluids contained in the boat in-use fuel tank, engine or other mechanical system. In no event shall Tenant install, cause or allow any underground or aboveground storage tank or any condition at the Premises that requires a hazardous waste treatment, storage or disposal permit under the federal Resource Conservation and Recovery Act, 42 U.S.C. § § 6901 et seq., or any analogous state or local law. Without limiting the provisions of Section 21.6, Tenant shall indemnify, defend and hold Landlord and all officers, directors, partners, shareholders, agents, employees, representatives and affiliates of Landlord and of any affiliated company or person harmless from and against any and all Environmental Damages (as defined below). Tenant's obligation under this Section shall survive the expiration of this Lease.

6.3 Definitions.

(1) "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of a claim, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of (i) any Hazardous Material that comes to be present at, or is disposed on or released at or from the Premises during the term of this Lease (except to the extent any Hazardous Material existed on the Premises prior to the Term of this Lease), (ii) any Hazardous Material that comes to be present or is disposed on or released at or from the Marina due to Tenant's action or inaction, or (iii) the breach of any provision of Section 6 of this Lease involving Hazardous Material or Environmental Laws, including without limitation lost profits, consequential damages (foreseeable or unforeseeable), diminution of property value, claims brought by or on behalf of employees of Tenant (with respect to which Tenant waives any immunity to which it may be entitled under any industrial or worker's compensation laws), fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or breach of Section 6 as required by law and as necessary to make full economic use of or restore the full economic value of the Premises or any other affected property or otherwise expended in connection with such conditions.

(2) "Hazardous Material" means any substance (i) which is or becomes defined as "hazardous" under any federal, state or local Law, (ii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is or becomes regulated as such by any federal, state or local governmental authority, (iii) the presence of which requires investigation or remediation under any federal, state or local law, (iv) which causes or threatens to cause a nuisance upon or waste to the Premises, the Marina or adjacent properties or threatens to pose a hazard to the health or safety of persons on or about the Marina, or (v) without limitation contains gasoline, oil, diesel fuel or other petroleum products, asbestos or polychlorinated biphenyls (PCB's).

6.4 Obligation to Remediate. Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this Lease, at Landlord's option Tenant shall, at its sole cost and expense, promptly take all actions required by any federal, state or local governmental agency or political subdivision or reasonably necessary to mitigate Environmental Damages. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Premises, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or restoration work, whether on or off of the Premises. Tenant shall take all actions necessary to make full economic use of and restore the full economic value of the Premises and any other affected area, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. All such work shall be performed by one or more contractors, selected by Tenant and approved in advance and in writing by Landlord. Tenant shall proceed continuously and diligently with such actions, provided that in all cases such actions shall be in accordance with all applicable requirements of governmental entities. Any such actions shall be performed in a good, safe and workmanlike manner and shall minimize any impact on the business conducted at the Premises and any other affected area. Tenant shall pay all costs in connection with such investigatory and remedial activities, including but not limited to all power and utility costs, and any and all taxes or fees that may be applicable to such activities. Tenant shall promptly provide to Landlord copies of testing results and reports that are generated in connection with the above activities. Promptly upon completion of such investigation and remediation, Tenant shall permanently seal or cap all monitoring wells and test holes to industrial standards in compliance with applicable federal, state and local laws and regulations or such more stringent specifications as may be necessary to make full economic use of and restore the full economic value of the Premises and any other affected area, remove all associated equipment, and restore the Premises and any other affected area to the maximum extent possible, which shall include, without limitation, the repair of any surface damage, including paving, caused by such investigation or remediation hereunder. Within 10 days of demand therefor, Tenant shall provide Landlord with a bond, letter of credit or similar financial assurance evidencing that the necessary funds are available to perform the obligations established by this paragraph.

7. Personnel. All personnel employed by Tenant shall be clean, neat, courteous and responsive to the needs of boat owners and other customers at all times. Tenant and Tenant's employees and customers shall park their vehicles only in areas designated by Landlord.

8. Alterations. Tenant shall not make any alterations, additions or improvements to the Premises without the written consent of Landlord, which may be withheld in Landlord's sole discretion.

9. Liens. The interest of Landlord in the Premises shall not be subject to liens for improvements made by Tenant. Tenant will not permit to remain and will promptly discharge, at its cost and expense, all liens, encumbrances and charges upon the Premises or any part thereof. Landlord shall have and is hereby given authority to enter upon the Premises at any time to post any notices which, in its opinion, shall be necessary to hold Landlord harmless from any claim or liability arising out of any work done on the Premises. Landlord may require Tenant to execute and cause to be recorded a memorandum of this Lease or such other

documents as Landlord may determine to be necessary to effect such purposes. If Tenant shall fail to discharge such liens as aforesaid, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien, by depositing in court or by giving security or in such other manner as is or may be prescribed by law. Any amounts paid by Landlord for any of the aforesaid purposes and all reasonable expenses of Landlord, including counsel fees, with interest thereon at rate of the lesser of 12% per annum or the maximum rate allowed under the law, from the date of payment, shall be repaid by Tenant to Landlord on demand and if unpaid, may be treated as Additional Rent.

10. Assignment and Subletting. Tenant shall not sublet, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, without the prior written consent of Landlord, which Landlord may give, withhold or condition in its sole discretion. A change in the control of Tenant shall constitute a transfer for purposes of this Lease. A consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. Any assignment or subletting without such consent shall be void, and shall, at the option of Landlord, terminate this Lease. In any event, Landlord's consent to any assignment or subletting shall not relieve Tenant from any obligation under this Lease. In the event of default of any assignee of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee. Landlord shall have the right to assign all or any portion of its rights under this Lease. If Landlord so assigns its rights under this Lease, such assignee shall become Landlord hereunder.

11. Maintenance. Landlord shall maintain the structural soundness of the Premises, which portions are limited to foundation, exterior walls and roofs. Tenant shall, at Tenant's sole cost and expense, maintain all other portions of the Premises and every part thereof in good, neat and sanitary condition and repair, at all times free from trash and rubbish. Tenant shall repair all damage to the Premises resulting from use and wear by Tenant. Tenant shall be responsible for the repair or replacement of any broken windows or doors and shall maintain and repair all equipment within the Premises, all heating, ventilating and air conditioning equipment and all electrical facilities within the Premises. All repairs and replacements made by Tenant under this Section or the Section entitled "Damage to Premises" shall be made under the supervision and with the approval of Landlord, and shall be of a quality equal to the original work. At the reasonable request of Landlord, Tenant, at Tenant's expense, shall remedy any condition on the Premises not in keeping with the pleasing appearance of the Marina. Tenant expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or would terminate this Lease due to Landlord's failure to keep the Premises in good order, condition and repair. If Tenant fails to perform its obligations under this Section or the Section entitled "Damage to Premises," Landlord may, at its option (but shall not be required to), enter upon the Premises, after five days' prior written notice to Tenant, and put the same in good order, condition and repair and the cost thereof together with interest at the maximum lawful rate shall become due and payable as Additional Rent to Landlord upon its demand.

12. Taxes. Tenant shall pay, ten days prior to delinquency, all taxes, assessments, license fees and public charges levied for or during the term of this Lease against or on Tenant's business operations, trade fixtures, leasehold improvements, merchandise or any personal property in possession of Tenant, or installed by or for Tenant, in, upon or about the Premises. Such obligation is assumed by Tenant whether such assessment is made against Tenant in the first instance or is made against Landlord. Landlord shall pay the real property taxes on the land and building included in the Premises. Tenant shall pay and hold Landlord harmless from all sales taxes payable on account of this Lease and Tenant's sales made pursuant to this Lease.

13. Surrender Upon Expiration or Termination. Tenant shall, upon the expiration or earlier termination of this Lease for any reason as provided herein, immediately and without notice from Landlord, surrender and deliver up the Premises in such condition as may be consistent with the performance of all the Tenant's obligations in this Lease and shall deliver all keys to Landlord. Unless Landlord requires their removal, all alterations, improvements, additions and fixtures upon the Premises shall be the property of Landlord upon the expiration or earlier termination of this Lease.

14. No Abatement. No abatement of Rent or other compensation shall be claimed or allowed for loss, inconvenience or discomfort arising from the making of repairs, alterations or improvements to any areas within the Marina, including the Premises.

15. No Representations. Tenant hereby specifically covenants that all of the terms of this Lease have been fully and completely set forth herein and no promises or representations have been made by Landlord or any of its agents or representatives except as specifically set forth herein. No surrender of this Lease on Tenant's part, and no modification or waiver by Landlord of any of the terms hereof, shall be binding upon Landlord unless in writing signed by a general partner of Landlord or other authorized officer or member of Landlord.

16. Holding Over. If, with Landlord's consent, Tenant holds possession of the Premises after the termination or expiration of this Lease, Tenant shall become a tenant from month to month on the same terms and conditions contained herein except that Basic Rent shall be increased by 50%.

17. Entry by Landlord. Landlord and its authorized partners and employees shall be permitted during the term of this Lease to visit and inspect the Premises during normal business hours. Landlord shall not enter the Premises without cause and prior notice to Tenant outside of normal working hours. However, in the event of an emergency requiring immediate admission, if Tenant shall not be personally present to open and permit an entry into the Premises, Landlord or its agents may forcibly enter the same without rendering Landlord or such agents liable to any claim or cause of action for damages by reason thereof and without in any manner affecting the obligations and covenants of this Lease.

18. Default by Tenant; Remedies.

18.1 Default. The following shall constitute a default by Tenant under this Lease:

- (i) Any failure to pay Rent when due.
- (ii) Any failure to perform the services and obligations agreed to be performed by Tenant pursuant to the Section entitled "Use," if such failure is not cured within ten days after notice from Landlord as to such failure.
- (iii) Any breach of any other covenant or agreement of Tenant contained herein where Tenant does not commence and proceed diligently to cure such breach within 30 days after notice from Landlord as to such breach.
- (iv) Any abandonment of the Premises by Tenant.
- (v) The filing by Tenant of a voluntary petition in bankruptcy, or the adjudication of Tenant as bankrupt or insolvent, or the filing by Tenant of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy or insolvency or a general assignment by Tenant for the benefit of creditors.
- (vi) Any failure to perform Tenant's Assumed Obligations.

Landlord may, at its option (but shall not be required to), cure any default by Tenant and any costs incurred by Landlord in so doing, together with interest at the maximum lawful rate, shall become due and payable as Additional Rent to Landlord upon demand.

18.2 Remedies. In the event of any default or breach by Tenant, Landlord may at any time thereafter, in Landlord's sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach do any one or more of the following:

(i) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent and other charges and adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided, and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of Rent or other sums shall bear interest from the date due at the maximum legal rate.

(ii) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent and any other charges and adjustments as may become due hereunder.

(iii) pursue any other legal remedy now or hereafter available to Landlord under the laws of judicial decisions of the State of Florida.

19. Damage to Premises.

19.1 Damage to Structure of Premises. If the structure of the Premises, i.e. roof, foundation or exterior walls, shall be partially damaged by fire, storm or other casualty, repair shall be made by Landlord with reasonable dispatch. In the event of the substantially total destruction of the structure of the Premises by fire or otherwise, or if the damage shall be so extensive that it cannot, in the opinion of Landlord, be repaired within three months from the date of such damage, then at Landlord's option the Rent shall be paid only up to the time of such destruction or damage and this Lease and the term thereof shall thereupon cease, except that Tenant shall be and continue to be liable for any destruction or damage caused or permitted by Tenant. Notwithstanding the other provisions of this Section, Landlord shall not be obligated to incur any repair or reconstruction expense for the structure of the

Premises in excess of the proceeds of any insurance policy maintained by Landlord payable to Landlord for such expense. Landlord shall have no obligation to repair or rebuild any of Tenant's fixtures, equipment, tenant improvements or personal property and Landlord shall not be liable for any loss or damage to any such property suffered by Tenant. Notwithstanding the provisions of the Section entitled "Maintenance" and this Section, Tenant shall pay the cost of repair and replacement due to damage or injury done to the structure of the Premises by Tenant or Tenant's agents, employees, contractors, licensees or invitees. Tenant shall pay such amount to Landlord upon demand as Additional Rent, plus interest at the maximum lawful rate from demand until payment.

19.2 Nonstructural Damage to Premises. If the Premises (other than the roof, foundation or exterior walls), or any of Tenant's fixtures, equipment, tenant improvements or personal property are damaged or destroyed, Tenant shall, at its sole expense, repair or replace such damage or destruction as soon as reasonably possible and this Lease shall continue in full force and effect. Tenant waives the benefit of any law which provides that a lease terminates upon the destruction of the thing which is leased.

20. Waiver of Claims. Landlord shall not be liable to Tenant and Tenant hereby waives all claims against Landlord for any injury or damage to any person or property in or about the Premises by or from any cause whatsoever other than resulting from the willful misconduct or negligence of Landlord or its employees.

21. Insurance.

21.1 Liability Insurance. Tenant shall, at its sole expense, obtain and keep in force and effect a policy of combined single limit, bodily injury and property damage insurance against any liability arising out of the conduct of Tenant's business and the ownership, use, occupancy or maintenance of the Premises, all areas appurtenant thereto and the Marina. The policy shall insure performance by Tenant of the indemnity provisions of this Lease and shall include premises/operations, independent contractors and personal injury liability coverages. Such insurance shall be a combined single limit policy in an amount not less than \$1,000,000.

21.2 Property Insurance. Tenant shall, at its sole expense, obtain and keep in force during the term of this Lease, a policy of insurance covering loss or damage to: (i) the Premises (other than the structure of the Premises, i.e., roof, foundation or exterior walls) unless such loss or damage is caused solely by the negligence or willful misconduct of Landlord or Landlord's agents, employees, contractors, licensees or invitees; (ii) the structure of the Premises, if such loss or damage is caused by Tenant or Tenant's agents, employees, contractors, licensees or invitees; and (iii) Tenant's fixtures, equipment, tenant improvements and personal property on the Premises, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk) and sprinkler leakage. Such policy shall be in the amount and on the terms reasonably required by Landlord.

21.3 Workers' Compensation and Employer's Liability. Tenant shall maintain workers' compensation insurance for all of Tenant's employees who work on the Premises as mandated by state regulations. Workers' compensation insurance shall include Longshoreman Harbor Workers Act and maritime law coverage. Tenant shall maintain employer's liability insurance in an amount that is the greater of \$100,000 or the amount required by applicable statutes.

21.4 Insurance Policies. The insurance required hereunder shall be procured from a responsible insurance company or companies authorized to do business in the state where the Marina is located and satisfactory to Landlord. Each policy shall name Landlord, Westrec Marina Management, Inc. and any lenders holding mortgages on Landlord's interest in the Marina as additional insureds and shall include loss payable clauses satisfactory to Landlord. Each policy shall state that the insurance is primary over any insurance carried by Landlord. Tenant shall deliver to Landlord the originals or certificates of all insurance policies required to be carried by Tenant pursuant to this Section at least 30 days prior to: (i) the beginning of the initial Lease term; and (ii) the expiration of any policy or policies being replaced during the term of the Lease, together with evidence that the premiums therefore have been paid. All policies shall contain an endorsement prohibiting cancellation of coverage, reduction in coverage or any other modification except after 15 days prior written notice to all parties in interest.

21.5 Waiver of Subrogation. Landlord and Tenant each hereby waive any and all rights for recovery against the other or against the officers, employees, agents and representatives of the other for loss of or damage to such waiving party's property or the property of others under its control to the extent that such loss or damage is insured under any insurance policy in force at the time of such loss or damage. Tenant shall, upon obtaining the policies and insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

21.6 Indemnity. Tenant shall indemnify and hold each of Landlord, all persons and companies affiliated with Landlord, and all officers, directors, partners, shareholders, agents, employees, representatives and affiliates of Landlord and of any affiliated company or person (the "Indemnitee") harmless from and against all cost, loss, expense, suits, judgments, claims or liability (including attorneys' fees) (collectively, the "Claims") arising from Tenant's use of the Premises and/or the Marina and from the conduct of Tenant's business or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises and/or

the Marina or elsewhere and from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease (including Tenant's noncompliance with any laws, as provided in Section 6), except to the extent the Claim arises from the willful misconduct or gross negligence of the Indemnitee. If any action or proceeding is brought against the Indemnitee by reason of any such Claim, Tenant shall, upon notice from the Indemnitee, defend the same at Tenant's expense by counsel satisfactory to the Indemnitee. Landlord need not have first paid any claim in order to be defended or indemnified. This Section shall survive termination of the Lease.

22. Landlord's Liability. Tenant shall look solely to the estate of Landlord in the Marina, subject to the rights of any mortgagee in respect of the Marina, for the collection or satisfaction of any judgment or other judicial process requiring the payment of money by Landlord in the event of any default by Landlord under this Lease or any breach by Landlord of any duties relating to this Lease or the Premises; and no other property of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

23. Eminent Domain. If all or any part of the Premises are taken by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding or otherwise, then this Lease shall terminate as of the date of such taking or transfer. Landlord shall be entitled to all awards and to all purchase monies attributable to the Premises, except as to any part of the award attributable to the improvements installed in the Premises at Tenant's cost, which said part shall be payable to Tenant.

24. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover, for the reasonable fees of its attorneys in such action or proceeding. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. Landlord shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of default and consultations therewith, whether or not a legal action is subsequently commenced in connection with such default.

25. Waiver. The failure of Landlord to insist in any one or more instances upon strict performance of any of the covenants of this Lease shall not be construed as a waiver or relinquishment for the future of such covenant, rule or regulation, but the same shall continue and remain in full force and effect. The receipt by Landlord of Rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord. Even though Landlord shall consent to an assignment hereof, no further assignment shall be made without express consent in writing by Landlord. The delivery of keys to the Premises to any officer or employee of Landlord or to Landlord's agent shall not operate as a termination of this Lease or as a surrender of the Premises.

26. Notices. Communications relating to this Lease shall be in writing and shall be delivered personally, sent by United States mail, first class postage prepaid, by telecopy, or by private messenger or courier service, to the parties or their assignees at the addresses as set forth in Section 1. A party may change these addresses by written notice to the other delivered in accordance with this Section. If a communication is mailed under this provision, it shall be deemed received on the earlier of: (i) five business days after it is mailed; or (ii) the date it is actually received. A communication by any other method permitted under this Section shall be effective when actually received.

27. Successors and Assigns. This Lease and every provision hereof shall bind, apply to and run in favor of Landlord, its successors and assigns, and of Tenant and the successors and assigns of Tenant. The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the interest in the Premises which Landlord currently holds and in the event of any transfer of such interest, Landlord herein named (and in case of any subsequent transfers the then transferor) shall be relieved from and after the date of such transfer of all liability with respect to Landlord's obligations thereafter to be performed. The obligations contained in this Lease to be performed by Landlord shall be binding on Landlord's successors and assigns only during their respective periods of ownership.

28. Estoppel Certificate. Tenant shall at any time upon not less than ten days' prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which Rent and other charges are paid in advance, if any; and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of the Premises. At Landlord's option, Tenant's failure to deliver such statement within such time shall be material breach of this Lease or shall be conclusive upon Tenant: (i) that this Lease is in full force and effect, without any modification except as may be represented by Landlord; (ii) that there are no uncured defaults in Landlord's performance; and (iii) that not more than one month's Rent has been paid in advance.

29. Encumbrances by Landlord; Subordination. Landlord shall have the unrestricted right to encumber its interest in the Premises. Tenant agrees that this Lease, at Landlord's option, shall be subordinated to any mortgage or deed of trust, whether presently encumbering the Premises, or which may hereafter be placed on the Premises, and to any advances to be made thereunder, any interest

thereon and all renewals, replacements and extensions thereof. Tenant shall execute and deliver, without cost to Landlord, whatever instruments may be required to reflect such subordination, including an agreement to attorn to any mortgagee or beneficiary under any mortgage or deed of trust or any purchaser at a foreclosure sale or any transferee by deed in lieu of foreclosure. If Tenant fails to execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney-in-fact to execute and deliver any such documents or instruments.

30. Joinder. Upon written request from Landlord, Tenant shall promptly join in all applications for permits, licenses or other authorizations required by any governmental agencies or other body claiming jurisdiction in connection with any work which Landlord may desire to undertake.

31. No Offer. Preparation of this Lease by Landlord or Landlord's agent and submission of same to Tenant shall not be deemed an offer to Tenant to lease. This Lease shall become binding upon Landlord and Tenant only when fully executed by both parties.

32. Miscellaneous. This Lease is governed by the internal laws of the state in which the Marina is located and any question arising hereunder shall be construed or determined according to such law. Headings at the beginning of each numbered Section of this Lease are solely for the convenience of the parties and are not a part of this Lease. Time is of the essence of this Lease. If any provision of this Lease is or is held to be invalid or unenforceable, then to the extent possible all of the remaining provisions of this Lease shall remain in full force and effect and shall be fully binding upon the parties hereto. Any modification to this Lease must be in writing. This Lease is the entire agreement of the parties and supersedes all prior agreements, negotiations or understandings between the two parties with respect to the subject matter of this Lease.

33. Utilities and Common Area Maintenance.

33.1 Utilities. Tenant and Landlord shall each pay the cost of the utilities for which it is responsible as indicated in Section 1.

34. Radon Disclosure. In accordance with Section 404.056, Florida Statutes, Landlord hereby notifies Tenant as follows: 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; and additional information regarding radon and radon testing may be obtained from the applicable county public health unit.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date below their signature below, to be effective as of the date set forth at the beginning of this Lease.

"LANDLORD"

HARBOUR TOWNE ASSOCIATES,
A CALIFORNIA GENERAL PARTNERSHIP

By: PS Marinas 3
a California Limited Partnership
its corporate general partner

By: Westrec Investors, Inc.
a California corporation
its corporate general partner

By: _____
Jeffrey K. Ellis, Vice President

Date: _____

By: PS Marinas 4
a California Limited Partnership
its corporate general partner

By: Westrec Investors, Inc.
a California corporation
its corporate general partner

By: _____
Jeffrey K. Ellis, Vice President

Date: _____

"TENANT"

A _____ CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

PREMISES

EXHIBIT A

PERSONAL GUARANTY

The undersigned, _____, absolutely and unconditionally guarantees performance of the obligations of _____, a _____ corporation, under that certain Lease dated _____, 2010, between _____, ("Tenant") and Harbour Towne Associates ("Landlord"). The undersigned agrees to pay all expenses, including attorneys' fees, of enforcing this guaranty. Landlord may, without in any way affecting the liability hereunder of the undersigned: (i) release, renew or extend the time for performance of any of the obligations under the Lease; (ii) extend the Lease; (iii) sell, release, waive or change any security held for such obligations; and (iv) otherwise deal with Tenant or with any assignee or co-guarantor, as Landlord may elect. Notice of acceptance of this guaranty, as well as all demands, presentments, notices of protest, notices of nonpayment, nonperformance or nonobservance, and notices of every kind or nature, including those of any action or nonaction on the part of Landlord, Tenant, or anyone else, are hereby waived. Failure of Landlord to enforce its rights against Tenant or concessions made by Landlord to Tenant shall not affect the guarantor's liability hereunder. Upon any default by Tenant, Landlord may, at its option, proceed directly and at once, without notice, against the undersigned to collect and recover all amounts and obligations hereby guaranteed, or any portion thereof, without: (i) proceeding against Tenant or any other person or entity; or (ii) foreclosing upon, selling, or otherwise disposing of or collecting or applying any property, real or personal, securing said obligations or any renewals or extensions thereof.

Dated: _____

Signature

**Fernandina Harbor Marina
Maintenance Plan**

WESTREC MARINAS - MAINTENANCE PLAN

Fernandina Harbor Marina

Years of experience in the marina industry have resulted in Westrec having significant maintenance expertise. We are familiar with problems specific to the marina industry, such as corrosion, exposure, salt-water damage, etc., and know how to prevent and repair damage to property, fixtures or equipment. The maintenance program for Fernandina Harbor Marina consists of several elements, including routine maintenance plans, regular inspection schedules and disaster preparedness plans. The best maintenance program is one that takes an offensive approach to maintaining the environment and infrastructure of a marina. For this reason, Westrec places a great deal of emphasis on practicing preventive maintenance, the training of employees and the preparation of disaster plans. Our commitment to maintaining and improving a property, so that its value is preserved, is what sets Westrec apart from other marina operators.

Environmental Controls

Westrec provides certain environmental controls for each of their properties. Among these are a Spill Contingency Plan, Emergency Procedure and Evacuation Plan, and a Hurricane Preparedness Plan. All marina employees are trained in all aspects of these plans. In addition, policies are in place relative to any boat service or marine service subcontractors working on vessels within the managed premises of the Fernandina Harbor Marina. These policies protect not only the environment, but the interests of the Marina and the City of Fernandina Beach as well. Westrec is proud that two of its properties in Florida were among the first to be recognized with Clean Marina Awards from the United States Environmental Protection Agency in 1996. Since that time our facilities have continued to be environmental award winners, designated "Clean Marinas" and "Clean Boatyard" adhering to Best Management Practices for marinas at all of our facilities across the nation. In addition, our former property in Jamaica, the Errol Flynn Marina, is an international "Blue Flag" facility, one of only three marinas throughout the Caribbean that presently holds this Blue Ribbon of marina compliance. This international designation is only achieved by those marinas that are in total compliance with all environmental standards, make only minimal impact on our environment, and can measure up to the constant scrutiny of the Blue Flag rating committee. Westrec achieved this designation for the Errol Flynn Marina during our management term there up until the Marina was sold.

In 2010 at the commencement of Westrec's agreement for the operation of Fernandina Harbor Marina, we worked hard to complete all the requirements to become a designated "Clean Marina" by the State of Florida Department of Environmental Protection. We established rules, regulations, and environmental contracts to be signed by all subcontractors coming onto the property, in addition to their providing and maintaining proper certificates of insurance on file with the marina office. As required by various agencies, we secured all licenses (i.e. radio and occupational licenses, etc.) as necessary.

Westrec also instituted other certain and definite environmental controls for Fernandina Harbor Marina. Among these are a Spill Contingency Plan, Emergency Procedure and Evacuation Plan, and a Hurricane Preparedness Plan. Our marina employees are trained in all aspects of these plans. These policies protect both the interests of the marina and the environment as well. As a result Fernandina Harbor Marina was awarded the Clean Marina designation in 2011.

Westrec takes pride in maintaining all of its facilities in good order, and in a sanitary and safe condition. Where appropriate, Westrec makes every attempt to recycle when possible, whether simply aluminum cans, paper products and glass bottles or vessel waste oil.

Westrec properties have a standard of routine maintenance for all of its marina facilities outlined as follows:

Routine Maintenance

Daily

- Restrooms and the surrounding area will be cleaned every morning as follows:
 - Trash will be removed.
 - Floors, walls, windows, stalls, urinals, toilets, mirrors, counters, etc. will be washed and sanitized.
 - Soap dispensers, paper towels and toilet tissue will be replenished.
 - Restroom repairs will be made immediately.
- Patrol all walkways, driveways, and grounds for debris and hazards
- Sweep, clean or wash any areas as required to avoid accumulations of dirt, sand leaves or other debris.
- Collect all garbage from property and buildings

Weekly

- Any preventive maintenance tasks on docks, equipment or restrooms required to insure minimal failure, down time, and customer inconvenience.

Monthly

- Pest control.
- Lubricate locks and hinges on all gates and doors to prevent corrosion.
- Spray all electrical shore power plugs with approved anti-corrosive spray.

Semi-annually

- Pressure wash all docks.

Annually

- All HVAC units will be serviced by qualified technicians to insure proper operation.
- Interior and exterior painting of all buildings and fixtures as needed.

Inspections

As part of the routine and scheduled maintenance program, regular property inspections are made. Fire and emergency equipment inspections are completed with the frequency required by state and local regulations. Westrec add any other mutually agreed upon lists of particular maintenance inspections that the Marina owner would like to be documented in a log available for inspection on a regular basis.

Other inspections are conducted as follows:

Daily

- All docks will be inspected for loose fendering, shore power outlet covers, debris in the water or on the docks. General conditions will be evaluated.
- All perimeter security fences to insure integrity against theft and intrusions.
- Restrooms will be inspected throughout the day as often as necessary to insure cleanliness and adequate supplies. (See Routine Maintenance above.) Realizing that clean restrooms are a high priority for boaters, special attention will be given to the condition of the restrooms during special events or any time that usage is high.

Weekly

- All lighting on the docks and property.
- All utilities for docks and slips.
- All emergency pumps, generators and equipment.

Monthly

- Dolphin piles at low tide
- Electrical shore power
- HVAC units
- All driveways and sidewalks

Semi-annually

- All fasteners for cleats and fendering will be inspected for tightness and general condition.

Annually

- All access covers from power sources will be removed and physically inspected. Necessary repairs will be made immediately.
- All roofs will be inspected.

Fernandina Harbor Marina Mooring Field Expansion ROI Analysis

Current	Daily	Weekly	Monthly	Reported Income for mooring ball only					
	Rate	Rate	Rate	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019
Usable Balls				15	15	12	12	12	12
				\$	\$	\$	\$	\$	\$
	20	105	360	25,260	30,570	33,939	11,854	27,553	25,835
				\$	\$	\$	\$	\$	\$
Per Ball				1,684	2,038	2,828	988	2,296	2,153

Proposed	Anticipated Income								
	Daily Rate	Weekly Rate	Monthly Rate	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019
72 Balls				15	15	12	12	12	72
Current rate w/72 balls				\$	\$	\$	\$	\$	\$
	20	105	360	121,248	146,736	203,634	71,124	165,318	155,011
72 balls w/ 25 % Increase				\$	\$	\$	\$	\$	\$
	25	135	450	151,560	183,420	254,543	88,905	206,648	193,764

INCOME

\$ 193,764

COST (4000 PER BALL)

\$ 288,000

ROI

16 MONTHS

**Fernandina Harbor Marina
Northern Expansion Cost Analysis**

The expansion cost analysis was previously completed by ATM.

ATM is available to provide a copy of that analysis if needed.

**Fernandina Harbor Marina
Upland Amenity needs and land
requirements for additional bathroom / shower**

The Marina currently has three bathroom suites. These three suites include the toilet, sink and shower.

The immediate need is for 5 additional bathroom suites.

These additional suites could be located across from the exiting bathrooms. This would place them near water, sewer, electricity and hot water. The preferred location would be between the Captain's Lounge and the Marina Welcome Center

Fernandina Harbor Marina
Cost benefit analysis of adding additional services,
such as boat repair/servicing, dry boat storage and
an estimate of the needed required land.

This joint project will require staff
assistance to determine the City's Code
restrictions and guidance on the path the
City wishes to follow or this development area.

Fernandina Harbor Marina Parking Requirements

ALL DOCKS with no extension north				PARKING NEEDS		
Dock			Length	Avg boat	# of Boats	Total Spaces
1 N	(Length X Sides) - (Reduction for store location X Sides)	$((304*2)-(8*9))$	536	50	10.72	
1 S	(Length X Sides) - (Gangway Landing X Sides)	$(152+547+82)$	781	50	15.62	
2	(Length X Sides) - (Gangway Landing X Sides)	$(220*2)-(10*2)$	420	50	8.4	
3	(Length X Sides) - (Gangway Landing X Sides)	$(220*1)-(10*2)$	200	50	4	
4	(Length X Sides) - (Gangway Landing X Sides)	220-40	180	50	3.6	
5	(Length X Sides) - (Gangway Landing X Sides)	250-12	238	50	4.76	
6	((Length - Reduction for Boat Ramp) X Sides) - (Gangway Landing X Sides)	$((800-50)*2)-(20*2)$	1460	50	29.2	
			3815	50	76.3	38.15
Staff	Total 9 staff members - Max shift 5 people	5 man shift	5			2.5
						40.65

41 parking spaces required

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
 Beach Driving

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: City Commission to discuss safety concerns related to Police vehicles damaging the natural landscape and enforcing violation(s) of "no driving" signage.

This item is placed on the agenda at the request of Commissioner Lednovich.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 01/04/2019

Dale Martin, City Manager 01/16/2019

Date: January 04, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2012-⁷⁷
Endorses and Approves the Coastal Wildlife Conservation Initiative Beach Driving Training Program for all designated City employees

DEPARTMENT: City Manager's Office

ATTACHMENTS: ☐ Ordinance ☒ Resolution
☐ Support Documents ☐ Other

SUMMARY: The Coastal Wildlife Conservation Initiative (CWCI) is a State of Florida multi-agency strategy led by the Florida Fish and Wildlife Conservation Commission to ensure the long-term conservation of native wildlife in coastal ecosystems throughout Florida in balance with human activities. One of the first projects of the CWCI was the development of a Beach Driving Training Program designed to teach the proper protocol for beach driving to keep beach users safer and reduce impacts to wildlife. This Resolution requests the City to endorse the Beach Driving Training Program as well as offer it to those City employees whose job responsibilities might require them to operate a vehicle on our beaches. The Training Program is provided at no cost to the City.

CITY ATTORNEY COMMENTS: No additional comments.

RECOMMENDED ACTION: Approve Resolution 2012-⁷⁷ endorsing and approves the CWCI Beach Driving Training Program for all designated City employees.

DEPARTMENT HEAD	Submitted: David W. Lott <i>DWL</i> Interim City Manager	Date: 5/8/12
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FINANCE DEPARTMENT	Requested Agenda	Date:
CITY ATTORNEY	Approved as to Budget Requirements	Date:
CITY MANAGER	Approved as to Form <i>TEB</i>	Date: 5/9/12
	Approved Agenda Item For <i>5/15/12</i> <i>David Wheel</i>	Date: 5/10/12

COMMISSION ACTION: ☐ Approved As Recommended ☐ Disapproved
☐ Approved With Modification ☐ Tabled to Time Certain
☐ Other

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH ENDORSING AND APPROVING THE COASTAL WILDLIFE CONSERVATION INITIATIVE (CWCI) BEACH DRIVING TRAINING PROGRAM FOR ALL DESIGNATED CITY EMPLOYEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Coastal Wildlife Conservation Initiative (CWCI) is an Florida Fish and Wildlife Conservation Commission-led multi-agency to ensure the long-term conservation of native wildlife in coastal ecosystems throughout Florida in balance with human activities; and

WHEREAS, one of the CWCI's first projects was the development of a Beach Driving Training Program designed to teach the proper protocol for beach driving to keep beach users safer and reduce impacts to wildlife; and

WHEREAS, the Beach Driving Training Program would be offered to those City employees whose job responsibilities might require them to operate a vehicle on our beaches at no cost to the City.

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

SECTION 1. The City Commission hereby endorses and approves the Coastal Wildlife Conservation Initiative Beach Driving Training Program for all designated City employees.

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

SECTION 3. Adopted this 15th day of May, 2012.

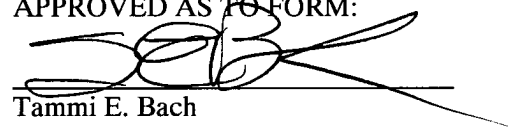
CITY OF FERNANDINA BEACH

Arlene R. Filkoff
Commissioner – Mayor

ATTEST:

Mary L. Mercer
City Clerk

APPROVED AS TO FORM:



Tammi E. Bach
City Attorney

Beach Driving Training

Reducing impacts to wildlife while driving on the beach

Provided by:
Coastal Wildlife Conservation Initiative (CWCI)
Northeast Working Group



Why do we need this training?

- Knowing the proper protocol for beach driving can keep beach users safer and reduce impacts to wildlife
- Understanding wildlife, laws and regulations, and impacts can improve survival of many species
- Knowing what to do when encountering these species can increase their chances of survival
- Being trained and knowledgeable makes you a valuable conservation and education resource!

Protected Species To Know

Sea Turtles

- We have 3 species that nest on our beaches and 2 additional species that are found in our area
- All sea turtle species are federally listed as Threatened or Endangered
- All species are protected
- Although nesting season is defined as May 1 – October 31 it is not uncommon for turtles to start nesting early or for nests to hatch much later than these dates



Protected Species To Know

Loggerhead (*Caretta caretta*)

- Federally Threatened
- 90% of Loggerhead nesting in the US takes place in Florida
- Adults are 2 ½ to 3 ½ feet long and weigh about 250 lbs. on average
- Most common nesting turtle in Florida
- Usually nest from April – September but can start earlier and incubation can last until November



Protected Species To Know

Green Sea Turtle (*Chelonia mydas*)

- Florida population is Federally Endangered
- Adults are about 3 feet long and weigh up to 350 lbs.
- Usually nest from June - September but can start earlier and incubation can last until November



Protected Species To Know

Leatherback (*Dermochelys coriacea*)

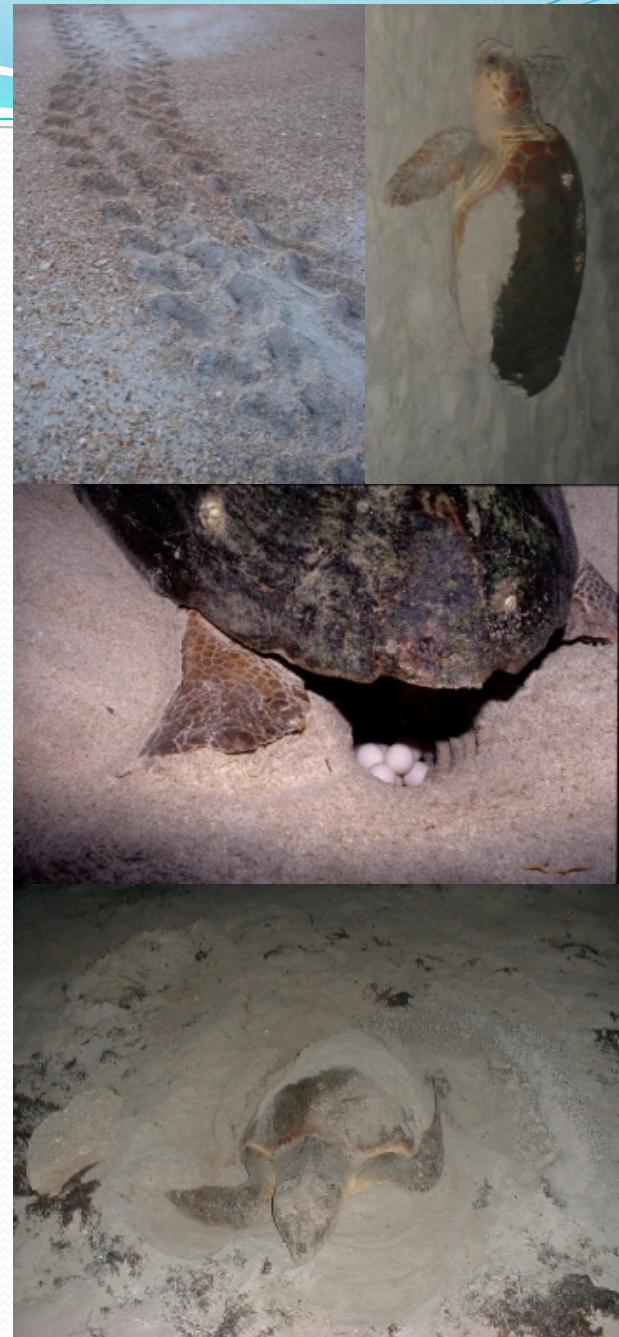
- Federally Endangered
- Adults are about 6.5 feet long and weigh up to 2,000 lbs.
- Usually nest from April - June but can start earlier
- Largest living reptile in the world!



Sea Turtle Nesting

Nesting Process

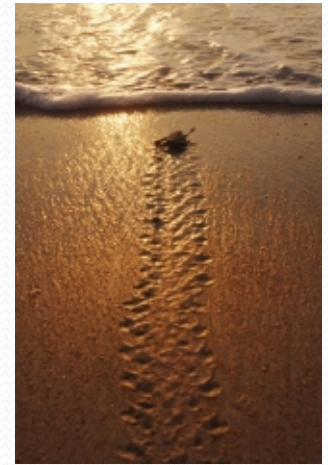
- Females crawl up past the high tide line (**even as far as into the dune**) – if the female is disturbed she will often abandon the nesting attempt and return to the sea possibly dropping her eggs on shore or at sea resulting in total loss of that nest
- If she finds an acceptable place, an egg chamber is then dug with the back flippers and ~100 eggs deposited
- Using her front flippers, she then covers the nest with sand – often disguising herself in the process



Sea Turtle Nesting

Nesting Process

- ❑ Eggs are incubated within the nest for around 60 days
- ❑ During incubation, nests may be vulnerable to sand compaction and predation
- ❑ Hatchlings emerge at night with the majority coming out at once
- ❑ Occasional day emergences may occur, especially during cloudy/stormy weather
- ❑ Additional hatchlings may emerge over the next 2 nights



Sea Turtle Nesting

Nesting Process

- ❑ Once hatched, sea turtles crawl toward the ocean
- ❑ Hatchlings and adult turtles orient towards the water by following the brightest light
- ❑ In nature this would be the reflection of the moon or the stars on the water, however headlights, house lights and other artificial sources can lead them in the wrong direction
- ❑ Once in the water, hatchlings will swim for several days and settle in floating seaweed beds

Sea Turtle Nesting

What to look for on the beach

- ❑ Sea turtle tracks look like a single tractor tire coming up and going back to the sea and often times cross over each other
- ❑ Females can be difficult to see during and after a nesting attempt as they get covered in sand and lay in a “pit” during nesting
- ❑ Hatchlings are about the size of a silver dollar and can easily fit in the palm of a hand making them and their tracks very difficult to see



Beach Driving and Turtle Nests

Dangers for Turtles

- ❑ Tire ruts left by cars and ATVs pose a barrier to hatchlings which can get exhausted trying to cross
- ❑ Adults and hatchlings can be very difficult to see, especially at night, and may get run over
- ❑ Compaction of sand on turtle nests may reduce survival or collapse egg chambers
- ❑ Artificial lighting may confuse turtles and lure them the wrong way or towards danger
- ❑ Seaweed washed ashore during storms may contain hatchlings who are vulnerable to the same dangers
- ❑ Activity, lights, and sound can cause females to abandon nesting attempts



Beach Driving Recommendations To Reduce Impacts on Sea Turtles

- ☐ Routine patrol should not be done at night during nesting season. – DO NOT DRIVE AT NIGHT UNLESS ABSOLUTELY NECESSARY
- ☐ Driving at night during nesting season could make you liable for “take” (death or injury) of federally protected species and migratory birds
- ☐ In emergency situations when night driving is necessary, headlights should be kept at lowest setting or a spotlight with red film cover should be used
- ☐ Notify others when beaches have been patrolled to avoid multiple cars
- ☐ When entering the beach, only use designated beach access points

Beach Driving Recommendations To Reduce Impacts on Sea Turtles

- ☐ Tire pressure should be reduced to 10 psi (ATV) and 15 psi (cars) to reduce tire ruts
- ☐ Tire ruts should be removed by raking where nests are present prior to nightfall
- ☐ Speed should not exceed 10 MPH
- ☐ ALWAYS drive below the high tide line
- ☐ Do not drive through the “wrack” (seaweed beds that have washed up)
- ☐ Do not drive up to, park near, or drive over a nest
- ☐ Do not drive through or over turtle tracks – these are used by patrols for identification
- ☐ Never drive in or near dunes or vegetation

Protocol if you come across a turtle

- ❑ Female coming ashore: Turn off all lights and remain still at least until egg laying begins.
- ❑ If you need to exit the beach, slowly, quietly and carefully return to the nearest exit without crossing the turtle's path (i.e. back car away) once nesting begins.
- ❑ If a daytime turtle event happens, maintain a perimeter around the turtle and keep beachgoers at least 20 feet away. Stand off to the side and never get in front of a turtle. Call your local turtle patrol or the FWC hotline at 888-404-FWCC.
- ❑ Washbacks/Hatchlings: Do not put hatchlings back into the water as they may be exhausted or sick. Call FWC immediately for protocol.

Protocol if you come across a turtle

- ☐ If you find a stranded sea turtle (dead or alive/sick)
- ☐ Call 1-888-404-FWCC (1-888-404-3922).
- ☐ Please be prepared to answer the following questions:
 - ☐ What is the exact location of the animal?
 - ☐ Is the turtle alive or dead?
 - ☐ What is the approximate size of the turtle?
 - ☐ Is the turtle marked with spray paint? (This may indicate that the turtle has been previously documented.)
 - ☐ What is the location of the closest access point to the turtle?
 - ☐ If the turtle is alive, please be prepared to stay with it until help arrives.

Protected Species To Know

Least Tern (*Sternula antillarum*)

- ❑ State Threatened
- ❑ Gray upper body, white under body, yellow bill and black cap
- ❑ Nest in colonies on open beaches (seabird)
- ❑ Chicks and eggs are camouflaged
- ❑ Flightless chicks begin to leave nest a few days after hatching
- ❑ Chicks move between colony and water's edge
- ❑ Extremely sensitive to disturbance
- ❑ Nests from April - August



Protected Species To Know

Black Skimmer (*Rynchops niger*)

- ❑ State Species of Special Concern
- ❑ Black body with white neck and face.
Orange and black bill with lower half of bill being longer
- ❑ Nest in colonies on open beaches (seabird)
- ❑ Flightless chicks begin to leave nest a few days after hatching
- ❑ Chicks move between colony and water's edge
- ❑ Chicks and eggs are camouflaged
- ❑ Nests from May - August



Species To Know

Wilson's Plover (*Charadrius wilsonia*)

- ☐ Monitored but not listed
- ☐ Protected by US Migratory Bird Treaty Act and state Wildlife Code
- ☐ Nesting from April – July
- ☐ Dark neck ring, grayish-brown upper parts, white underside, flesh-colored legs and brown or black breast band
- ☐ Nest in isolated pairs or loose colonies near or in vegetation/dunes (shorebird)
- ☐ Flightless chicks are mobile hours after hatching and may roam up to a mile from nest site



Photo: Jack Rogers



Species To Know

Royal Tern (*Thalasseus maximus*)

- ☐ Monitored but not listed
- ☐ Protected under US Migratory Bird Treaty Act and state Wildlife Code
- ☐ Nests from April – August
- ☐ Nest in colonies (seabird)
- ☐ Gray upper parts, white underside, orange-red bill with crested cap that is black during breeding season
- ☐ Usually found in association with gulls, skimmers, and other terns
- ☐ Chicks will travel out of colony and down to water's edge



Species To Know

Laughing Gulls (*Leucophaeus atricilla*)

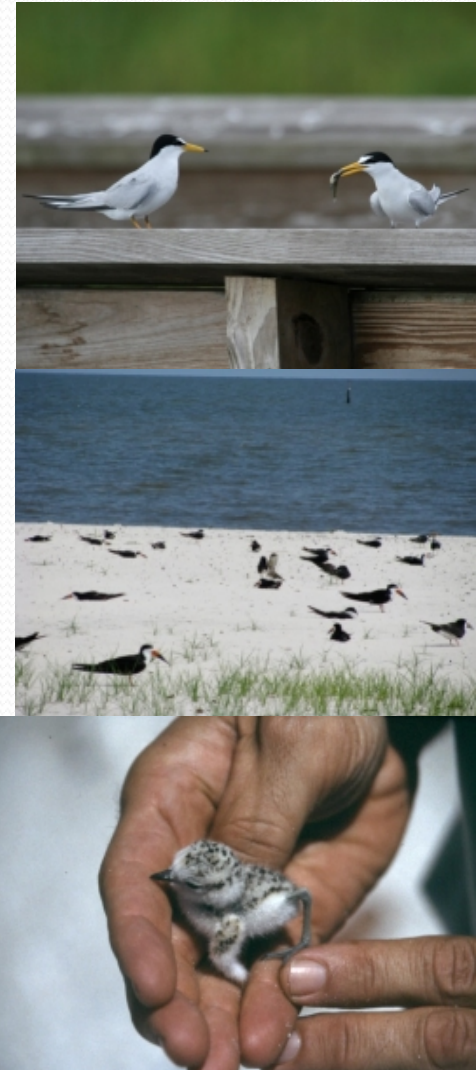
- ❑ Not listed
- ❑ Protected under US Migratory Bird Treaty Act
- ❑ Nests from April – August
- ❑ Nest in colonies (seabird)
- ❑ Medium gray upper parts, white underside, red bill with cap that is black during breeding season
- ❑ Builds nest of vegetation on the ground
- ❑ Chicks regularly move between dunes and water's edge



Shorebird and Sea Bird Nesting

What to look for on the beach

- ☐ Birds in pairs or colonies on the beach
- ☐ Birds sitting stationary on the beach
- ☐ Courtship displays such as a bird bringing fish to another or nest building
- ☐ Groups of birds congregated in a specific area
- ☐ Small chicks
- ☐ Adult birds pretending to be injured or “dive bombing” beachgoers



Beach Driving and Bird Nesting

Dangers for Shorebirds

- ❑ Birds, nests, and chicks are difficult to see and can easily be run over
- ❑ Chicks and nests are very well camouflaged putting them at increased risk
- ❑ Chicks can be mobile hours or days after hatching but still cannot fly
- ❑ Chicks often wander by themselves and go down to the water to feed putting them directly in driving paths
- ❑ When scared, chicks flatten down and freeze making them more difficult to see



Bird Nesting

Dangers for Shorebirds

- ❑ Chicks may seek shade in tire ruts, vegetation, or debris
- ❑ If adult birds are forced to fly or leave nests, eggs and chicks may be left vulnerable to predators or weather conditions – exposure may cause overheating
- ❑ Well camouflaged nests and chicks may get trampled by beachgoers on foot, bikes, or in cars
- ❑ Unleashed pets pose a serious risk to birds – an unleashed dog can destroy a whole colony or cause it to abandon a nest in minutes! Birds see dogs as predators and will be disturbed at a much further distance than people. Dogs should be kept very far away from nesting birds.



Beach Driving Recommendations

To Reduce Impacts on Bird Nesting

- ❑ Avoid driving on beaches where nesting birds or chicks are present – use ATVs instead of trucks during nesting season
- ❑ Do not drive near or through posted or suspected beach-nesting birds – maintain a minimum of 300 foot distance (around a football field)
- ❑ When passing through a known nesting area, use binoculars to scan the beach ahead before proceeding
- ❑ If birds are present, park the car and go on foot carefully watching where you walk
- ❑ Drive below the high tide line but watch carefully for birds at the waters edge

Beach Driving Recommendations To Reduce Impacts on Bird Nesting

- ❑ Be aware that chicks may not be flight capable and cannot avoid your vehicle – stop and wait for all birds to move to upper beach carefully checking around and under your vehicle before proceeding
- ❑ Avoid the “wrack line” (sea weed) and vegetation where chicks may be hiding or foraging
- ❑ Remember: every time a bird flies up, it expends precious energy no matter what time of year. Avoid driving through flock of birds and encourage others to walk around the birds resting or feeding.

Protocol If You Find Nesting Birds

- ❑ Keep your distance – if birds take flight, appear agitated, “dive bomb” or pretend to be injured you are too close!
- ❑ You have the knowledge – If you see others disturbing nests, educate them!
- ❑ If disturbance continues, report activities to FWC’s Wildlife Alert hotline at 888-404-FWCC (3922).
- ❑ If you find a colony or solitary nest with no posted signs, contact Audubon of Florida at 904-813-5115 or FWC Wildlife Alert hotline to ensure monitoring of the population.

Training Provided By: Coastal Wildlife Conservation Initiative

Northeast Work Group

Spearheaded by FWC, the Coastal Wildlife Conservation Initiative (CWCi) is a multi-agency strategy to address coastal issues that affect wildlife and their habitats while considering human needs. It has the broad goal of ensuring the long-term conservation of native wildlife in coastal ecosystems throughout Florida in balance with human activities.

For more information or to schedule a training for your organization, please contact Blair Hayman, CWCi Coordinator, at (386)754-1669
Blair.Hayman@MyFWC.com

Training materials were developed by Tina Bouse
Coastal Training Program Specialist at the Guana Tolomato
Matanzas National Estuarine Research Reserve.
Editing and Contributions by: FWC, Audubon, DEP, and other
CWCi partners.

CWCi Northeast Partners



Best management practices for operating vehicles *on the beach*



Operating vehicles, including ATVs, on the beach can destroy wildlife habitat and be harmful or fatal to wildlife. This is one reason that, in many areas, beach-driving is strictly prohibited year-round to all but authorized personnel. The eggs and flightless young of beach-nesting birds can be virtually invisible, especially from a vehicle. Sea turtles coming ashore to nest may be scared away by vehicles and hatchlings are vulnerable to being run over. Both adult and hatchling sea turtles can be disoriented by any form of artificial light, including headlights. Ruts made by vehicles can trap and disorient turtle hatchlings and baby birds. May through October is considered sea turtle nesting season. However, some species of sea turtles have been known to nest as early as February, and hatchlings can emerge from their nests as late as the mid-winter months. Beach-nesting birds may be active from mid-February through the end of August. Therefore it is best to avoid beach-driving whenever feasible and critical that everyone authorized to operate a vehicle on the beach during these periods of the year take the following precautions:

- Enter the beach only at designated access points and proceed directly to the hard-packed sand near or below the high tide line. Avoid driving on the upper beach whenever possible, and never drive over any dunes or over beach vegetation. If beach conditions require driving above the high tide line, avoid those areas with known sea turtle nests or shorebird breeding areas.
- Avoid the wrack line or areas of dense seaweed, which may contain sea turtle hatchlings or baby birds.
- Minimize ruts on the dry sandy beach by lowering tire pressure and using 4WD, particularly in front of sea turtle or bird nests.
- Drive slowly. Movement should be slow enough to observe any bird eggs, chicks, or sea turtle hatchlings in the vehicle's line of travel. Please be aware that recently hatched chicks often feed along the water's edge. They may freeze in place rather than run away when ATVs or other vehicles approach.
- Whenever possible, avoid driving on the beach at night.
- Do not park vehicles adjacent to nests or posted areas, and, if you must drive on the beach at night, turn headlights off when parking.
- If you observe a sea turtle crawling out of the surf, stop the vehicle and turn off all lights. No additional movement should occur until the turtle moves across the beach and begins digging her nest or moves into deeper water.



Florida Fish and Wildlife
Conservation Commission

MyFWC.com

From: BJ Morris <bj@bjandtony.com>

Sent: Wednesday, January 2, 2019 7:17 PM

To: Johnny Miller <jmiller@fbfl.org>; Philip Chapman III <pchapman@fbfl.org>;
Chip Ross <cross@fbfl.org>; Mike Lednovich <mlednovich@fbfl.org>; Len Kreger
<lkreger@fbfl.org>

Cc: Dale Martin <dmartin@fbfl.org>

Subject: Beach Driving

Dear Mayor Miller and Commissioners Chapman, Ross, Lednovich and Kreger:

My husband and I have are residents of Fernandina Beach. We love almost everything about our little paradise. We own 2 pieces of property on the beach on S. Fletcher.

We walk on the beach at sunrise every morning with our little dog. The chopped up sand and tire tracks on the beach make it unattractive and sometimes difficult to walk. While we appreciate the protection from the police who pass by, we think if they could use a golf cart or 4 wheeler, it might make less of a mess. We've also witnessed people driving past the signs at the beach parking lot near Sliders. Some better signage might help cut back on this.

Thanks for addressing this situation!

BJ Morris

706 S. Fletcher Avenue

Fernandina Beach, FL 32034-2230

404-358-7337 Cell

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Land Conservation

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Lednovich.

FISCAL IMPACT: To be determined based upon Commission direction.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 01/16/2019

Date: January 09, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

The Ghost of Goals past

2015

Open Alachua

Discuss waterfront funding
infrastructure funding

N. Front Street private property

Complete Waterfront Park by 2018

2016

Open Alachua

Become the most ADA friendly city in Florida

Redesign/redo entrance at Lime St

Implement ATM Study - move the marina by 2019

2017

Develop downtown Amelia River waterfront

Acquire downtown USPS facility

Examine paid parking opportunities (downtown
and beach)

2018

Waterfront/Marina

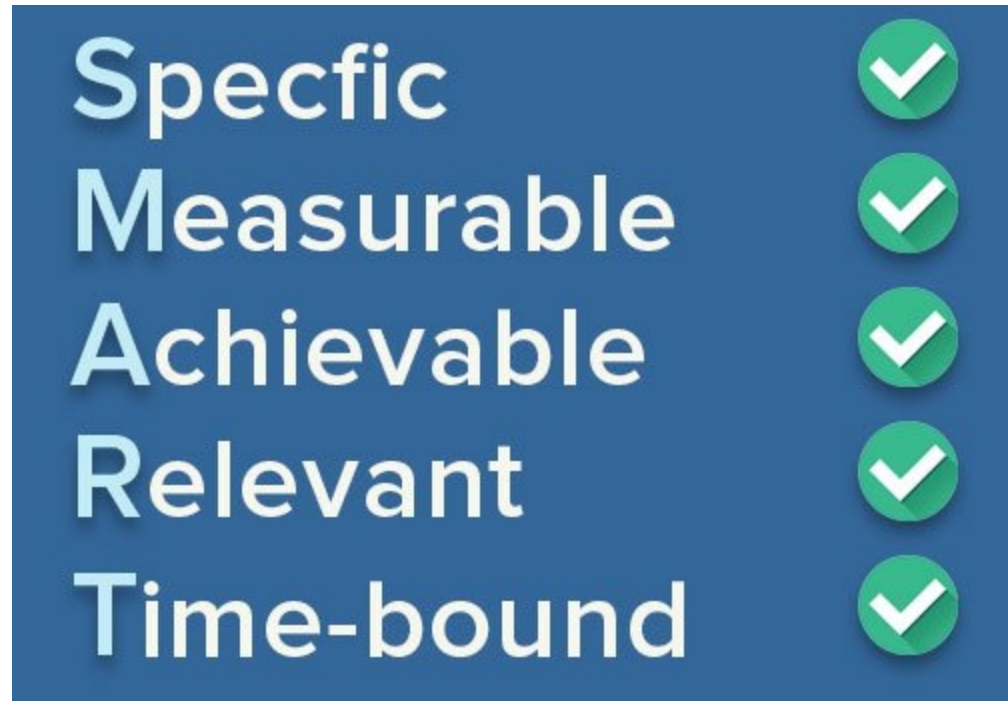
Project Management

Conservation

Density

Beach Parking

S-M-A-R-T Conservation/Open Space Goal



S-M-A-R-T Goal

Example

“In 2019-20 the City will acquire 20 acres of the 865 remaining undeveloped acres for conservation by August 2020.”

Specific	✓
Measurable	✓
Achievable	✓
Relevant	✓
Time-bound	✓

Measurable

“Acquire 20 acres of the 865 remaining undeveloped acres for conservation by August 2020.”

Specific	✓
Measurable	✓
Achievable	✓
Relevant	✓
Time-bound	✓

Milestones example

1. Establish funding amount needed by Feb. 19, 2019
2. Select funding methods by Feb. 19, 2019
3. Prioritize 20 key parcels of property by March 31, 2019
4. Contact those 20 property owners by April 30, 2019
5. Have funding in place by September 1, 2019
6. Begin first negotiations by September 15, 2019
7. Close on 10 acres by Dec. 31, 2019

S-M-A-R-T Goal

What's our goal?

Specific	✓
Measurable	✓
Achievable	✓
Relevant	✓
Time-bound	✓

Example

“In 2019-20 the City will acquire 20 acres of the 865 remaining undeveloped acres for conservation by August 2020.”

Funding Source

- Bond Issue
- Establishment of an Open Space land Conservation Impact fee
 - a. Developers have a choice of incorporating more open space in the development or paying fees in lieu.
 - b. Use fees-in-lieu monies to purchase conservation lands open space land. All sales and incorporated development spaces must be memorialized with a conservation easement deeded to the City or a Conservation Land Trust. (Commissioner Ross)
- Establishment of an Island wide MSTU
- Parks & Rec impact fees for passive parks

When and how will we make a decision? Next Steps?

Marc Hudson <mhudson@NFLT.org>

Fri 1/11/2019, 12:13 PM

You;

cross@fb.fl.org;

Jim McCarthy

13

Hey Chip,

It's a simple model, and more information could be added if desired, but by way of explanation (a bit long for an e-mail, apologies), I've written the following:

First I did some simple analysis of the City of Fernandina Beach to try and figure out what parts of town would be priority in the park preservation context. Each aspect of the analysis generated a different map, attached, which may have utility on their own. Because we then need to rank parcels later, each analysis was provided a score, of 1 point or a fraction of a point, depending on the analysis. I've summarized each different analysis, the attached map, and the scoring below relating to that analysis below:

1. FloodZones - I isolated the High Risk Flood Zones, all those categorized as A or V, and mapped them on the attached "Floodzones" Map. Each High-Risk Floodzone area was provided 1 point. The assumption in this analysis is the city wants avoid building in the flood zone, and therefore has an interest in preserving those vacant properties in those zones.
2. Storm Surge - Here I used the North Florida Regional Council's Storm Surge analysis, wherein they had modeled what areas could be potentially be impacted under different potential categories of Hurricane. This can be seen on the "Storm Surge" Map. Because there's some redundancy between this and the Flood Zones Map, I neglected to provide an entire point to this, lest we overemphasize surge and flooding as importance to the model, so the maximum score here is .5, or a half a point. Areas that can be flooded under a Category 1 Hurricane were given .5 points, a Category 2 Hurricane = .4 points, a Category 3 Hurricane = .3 points, a Category 4 Hurricane = .2 points, and a Category 5 Hurricane = .1 points.
3. Native Habitat - Using the Florida Fish and Wildlife Commission's Cooperative Land Cover Map, I isolated those areas that still have some form of native habitat. All areas that contained native habitat were given a full (1) point. The assumption here is that the City would prioritize lands with habitat retained, versus lands that are purely vacant.
4. Unserved Greenspace - The thinking behind this map is that most city's have a goal of having a park or greenspace within simple walking distance of everyone in the community. A rule of thumb in park planning is that parks farther than a 10 minute walk from home will be used very infrequently by people in that home. Within 10 minutes will get regular use, and within 5 minutes will get frequent use. Given walking speeds and that travel is rarely direct, this can be averaged as being 1/2 mile (10 minute walk), and 1/4 mile (5 minute walk). I then isolated all the public parks and greenspaces in the

City, and defined "5 minute" and "10 minute" service areas. The good news is that 90% of the city is within a 10 minute walk from a park, and 95% of residences. However, about 4.5% of the city has no easy, walkable park access, and a further 20.7% of the city is within a 10 minute, but not 5 minute walk from a park. Places that have no park access were given one (1) point, so as to prioritize a park within their unserved area. Areas within a 10 but not 5 minute walk from a park were given a half (.5) points, giving them a lesser prioritization for the same reasons.

5. Adjacent to Parks and Trails - The purpose of this map is to prioritize parcels that are adjacent to, and therefore buffer and take advantage of existing park and trails infrastructure. For this I identified all of the official city trails and public greenspace, then created a 100 yard buffer around that parkland infrastructure to capture parcels with near adjacency to the park or trail. Any parcels within that buffer were given one (1) point.

There are other analyses that can be done, though largely with a lot more complexity in the doing. If you have other specific ideas I am free to discuss.

After I got done with the analysis I then overlaid all of the maps that resulted from them, and combined the area scores to develop the "Heatmap" as attached, wherein if multiple scores occurred on the same parcel, the scores were added together. I then isolated the vacant parcels as described by the county property tax appraiser and as seen on the "Vacant Lands" map, attached. Because all of the vacant lands was too long of a list (approximately 1900 properties), I then eliminated all properties under a half (1/2) acre, so as to capture things of usable park, if even pocket park, sizes. The final map, labeled "Final vacant land score" displays all of those scores applied to different vacant parcels, of which 192 were identified and ranked. Things in red are high priorities based on the scores, in blue are low. There's a frequency distribution on the map as well to give you an idea of how many scored highly or lowly.

I've provided final product in three forms. The map, as mentioned. I've also attached an excel sheet which has all of the 192 parcels and all of their property tax information, with which, if you scroll all the way to the right, it has their final scores. Finally, I've provided a Google Earth file. If you download Google Earth Pro (it's free), you can see all the parcels, their relative score, and if you click the parcels, all the property tax information, overlaid on an interactive aerial map.

Hope this fills the need sir. If you have questions I'm free in the late afternoon and Monday.

Marc



Marc Hudson | *Land Protection Director*

A: 2038 Gilmore Street Jacksonville, FL 32204

P: 904.479.1967 (Office) 904.479.1963 (Direct)

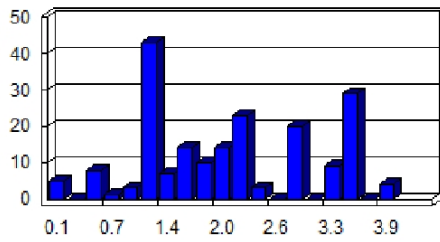
W: www.northfloridalandtrust.org



Final Vacant Parcel Scores

This map displays all of the vacant parcels, ranked by their score, with parcels under .5 acres eliminated to make a more manageable list. The highest ranked properties achieved 4 out of 5 potential points: the lowest .1 out of 5 potential points. Red on the map indicates high priority; blue indicates a low priority. A total of 192 parcels were identified and ranked. the frequency and distribution of scores are below.

Frequency Distribution

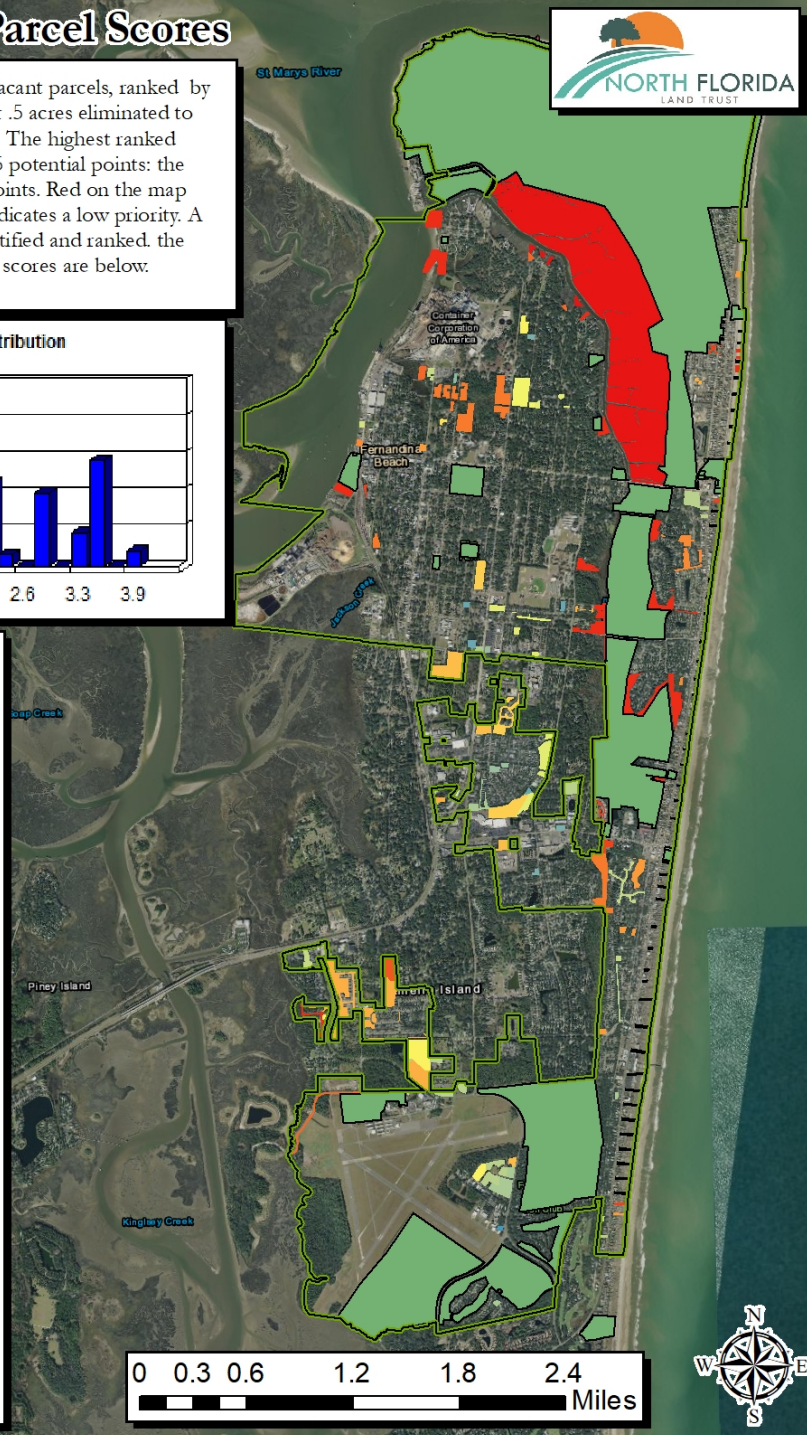


Legend

- CoFB City Limits
- CoFB Designated Greenspace

List of Parcel Scores

- .1
- .2
- .3
- .6
- .7
- .8
- 1.1
- 1.2
- 1.3
- 1.4
- 1.5
- 1.6
- 1.7
- 1.8
- 1.9
- 2.1
- 2.2
- 2.3
- 2.4
- 2.5
- 2.9
- 3
- 3.3
- 3.4
- 3.5
- 4



Flood Zones Map

This map displays the FEMA High-Risk Flood Zone Maps, displaying those flood zones under an "A" or "V" Flood Risk Category.



Areas of Ranked High Priority

This map displays, using the five ranking criteria, the significance of all the non-conservation land as potential future conservation properties, using those criteria.

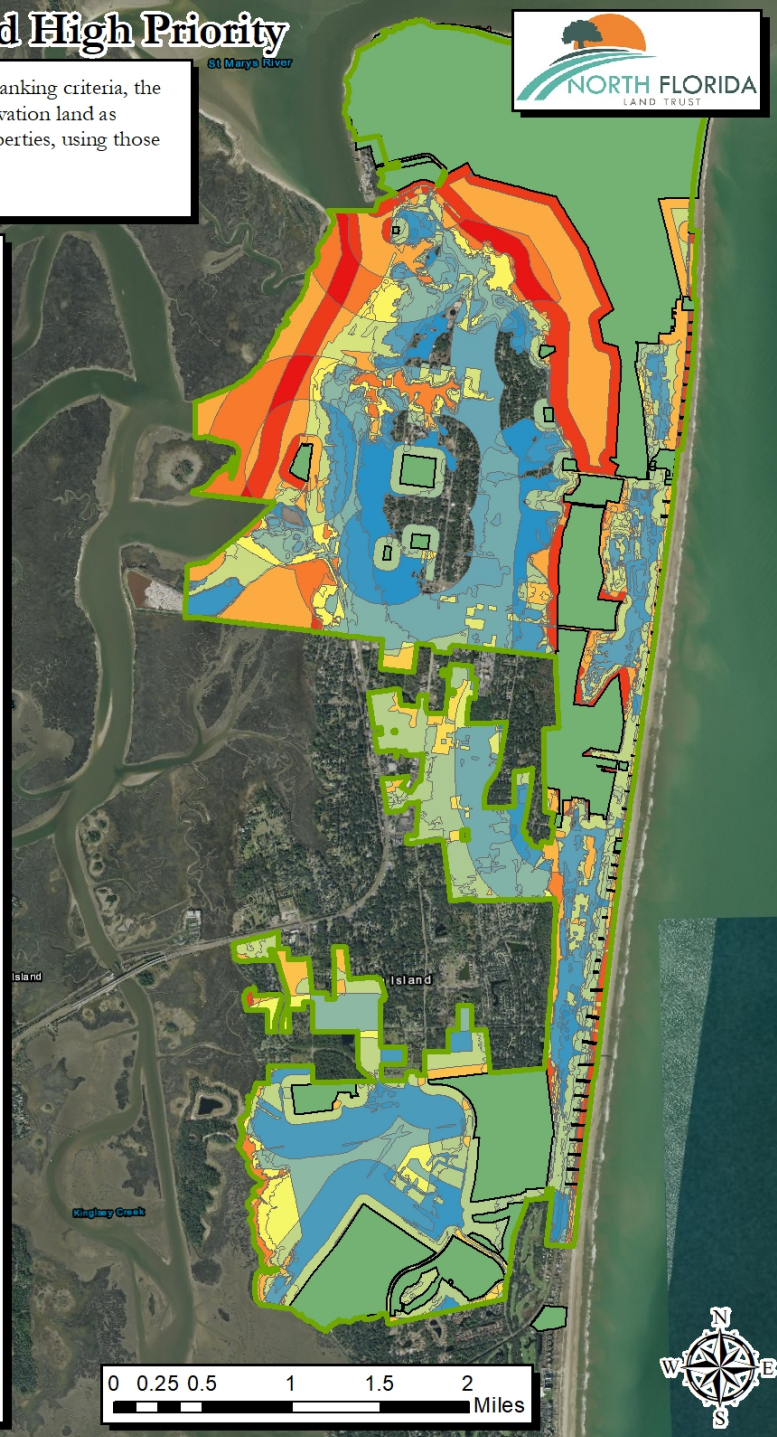


Legend

- CoFB City Limits
- CoFB Designated Greenspace

Ranked Score

- 0.1
- 0.2
- 0.3
- 0.4
- 0.5
- 0.6
- 0.7
- 0.8
- 0.9
- 1
- 1.1
- 1.2
- 1.3
- 1.4
- 1.5
- 1.6
- 1.7
- 1.8
- 1.9
- 2
- 2.1
- 2.2
- 2.3
- 2.4
- 2.5
- 2.7
- 2.8
- 2.9
- 3
- 3.1
- 3.2
- 3.3
- 3.4
- 3.5
- 3.9
- 4



Native Habitat Map

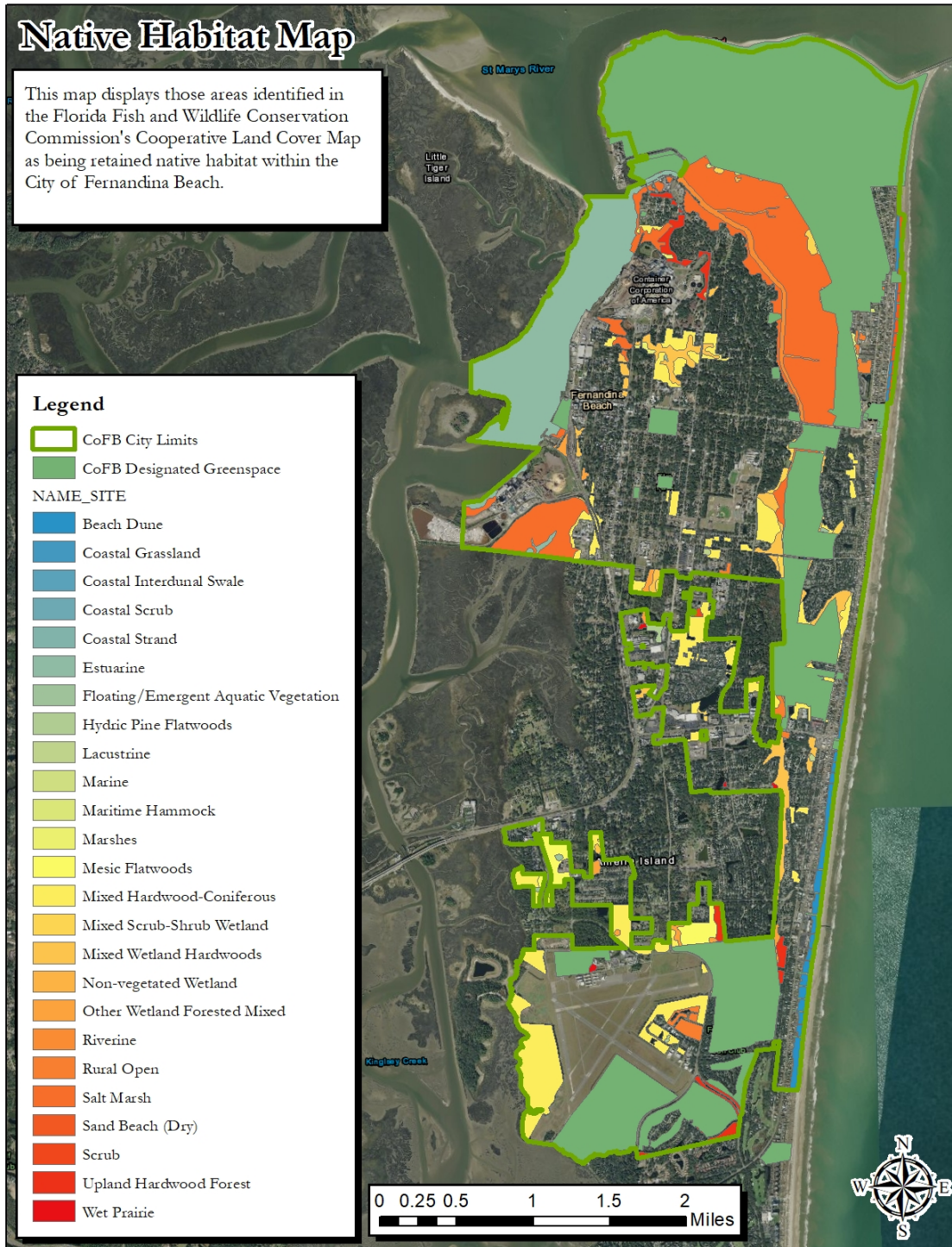
This map displays those areas identified in the Florida Fish and Wildlife Conservation Commission's Cooperative Land Cover Map as being retained native habitat within the City of Fernandina Beach.

Legend

- CoFB City Limits
- CoFB Designated Greenspace

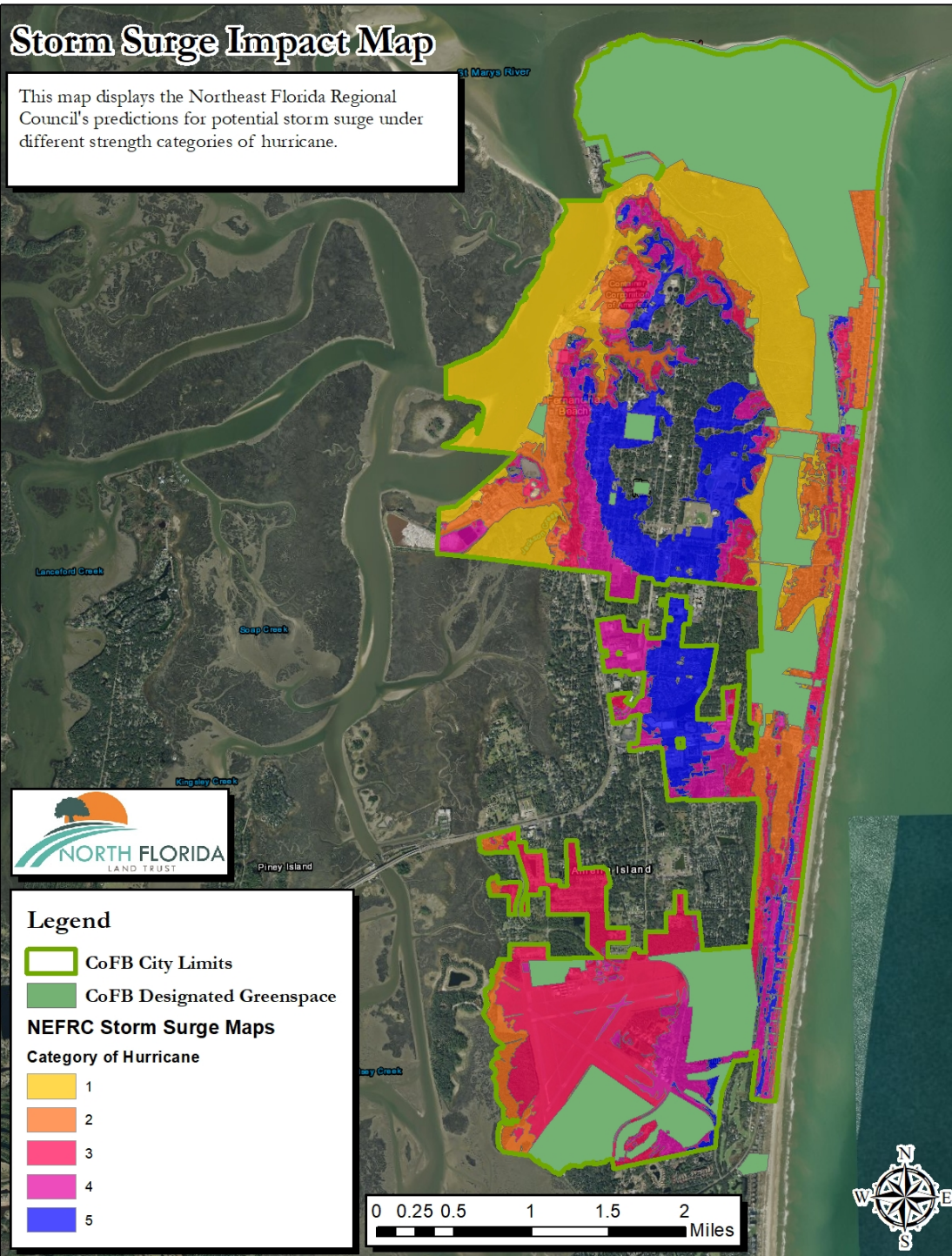
NAME_SITE

- Beach Dune
- Coastal Grassland
- Coastal Interdunal Swale
- Coastal Scrub
- Coastal Strand
- Estuarine
- Floating/Emergent Aquatic Vegetation
- Hydric Pine Flatwoods
- Lacustrine
- Marine
- Maritime Hammock
- Marshes
- Mesic Flatwoods
- Mixed Hardwood-Coniferous
- Mixed Scrub-Shrub Wetland
- Mixed Wetland Hardwoods
- Non-vegetated Wetland
- Other Wetland Forested Mixed
- Riverine
- Rural Open
- Salt Marsh
- Sand Beach (Dry)
- Scrub
- Upland Hardwood Forest
- Wet Prairie



Storm Surge Impact Map

This map displays the Northeast Florida Regional Council's predictions for potential storm surge under different strength categories of hurricane.



Underserved Greenspace Areas

This map demonstrates those community service areas provided by different public greenspaces within and adjacent to City of Fernandina Beach. As a rule of thumb, pedestrian park access to parks significantly reduces at walks greater than 10 minutes, with frequent usage at less than a 5 minute walk, roughly equivalent to a half and quarter mile travel distance, respectively. In analysis of the City of Fernandina Beach we have found that:

29.6% of the community is active greenspace.

40.6% of the community is within a quarter mile of a park or greenspace area.

20.7% of the community is within a half mile of a park or greenspace area.

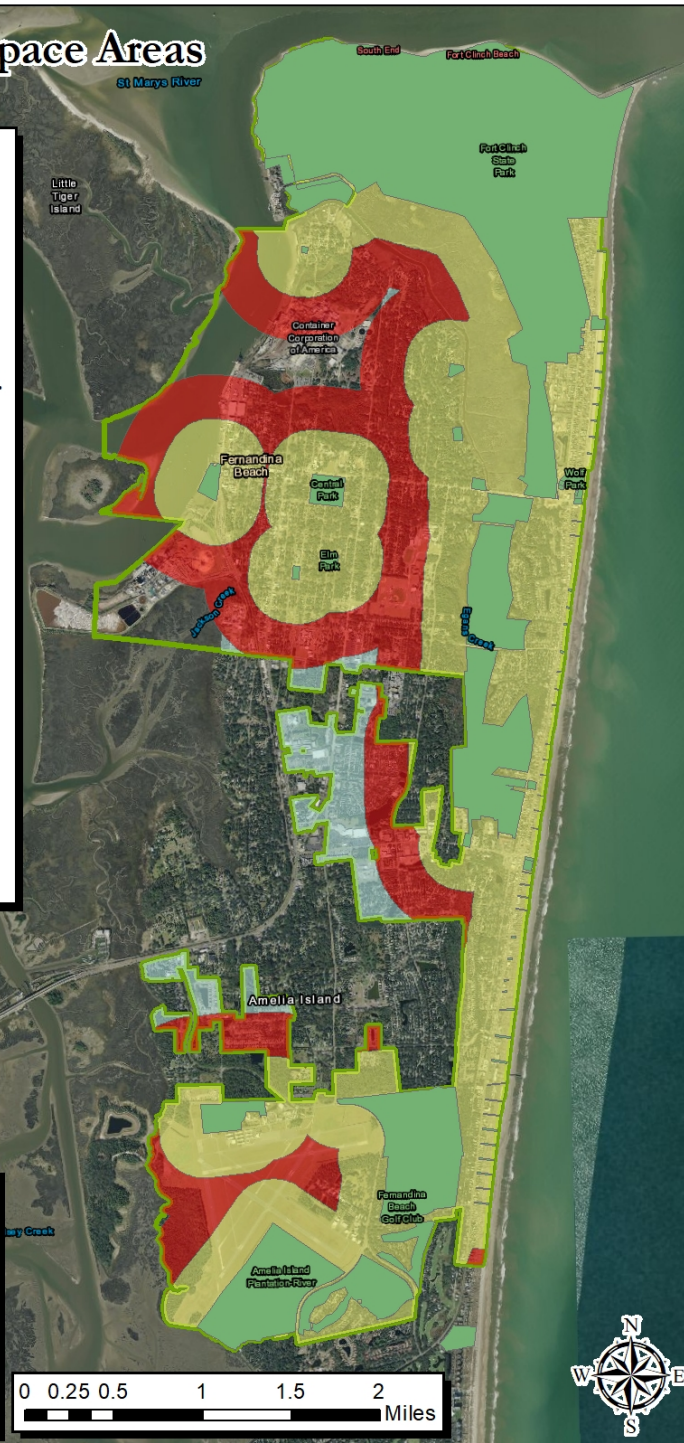
4.2% of the community is unserved by a park or greenspace area.

4.9% of the community is unserved industrial land, or unpreserved and inaccessible natural areas.



Legend

- CoFB City Limits
- CoFB Designated Greenspace
- .25 Mile Park Service Area
- .5 mile Park Service Area
- Unserved by Greenspace



Sheet1

FID_1CNTYNAMELINK,C,30	PARCELID,C,30
177 NASSAU 55-00-00-31-1600-0062-0000	00-00-31-1600-0062-0000
179 NASSAU 55-14-3N-28-0000-0001-0000	14-3N-28-0000-0001-0000
180 NASSAU 55-14-3N-28-0000-0001-0010	14-3N-28-0000-0001-0010
191 NASSAU 55-10-3N-29-0000-0001-0000	10-3N-29-0000-0001-0000
25 NASSAU 55-00-00-30-0440-00RW-0000	00-00-30-0440-00RW-0000
36 NASSAU 55-05-2N-28-0000-0001-0010	05-2N-28-0000-0001-0010
55 NASSAU 55-00-00-31-1760-0034-0000	00-00-31-1760-0034-0000
61 NASSAU 55-00-00-31-1580-0028-0000	00-00-31-1580-0028-0000
65 NASSAU 55-00-00-31-1820-0010-0000	00-00-31-1820-0010-0000
66 NASSAU 55-00-00-31-1820-0016-0000	00-00-31-1820-0016-0000
67 NASSAU 55-00-00-31-1820-0011-0000	00-00-31-1820-0011-0000
118 NASSAU 55-29-3N-28-0100-000B-0000	29-3N-28-0100-000B-0000
137 NASSAU 55-00-00-31-1180-0022-0010	00-00-31-1180-0022-0010
138 NASSAU 55-17-3N-29-0000-0002-0000	17-3N-29-0000-0002-0000
139 NASSAU 55-00-00-31-1616-0003-0000	00-00-31-1616-0003-0000
142 NASSAU 55-27-3N-28-1192-000B-0000	27-3N-28-1192-000B-0000
143 NASSAU 55-27-3N-28-1192-000D-0000	27-3N-28-1192-000D-0000
146 NASSAU 55-00-00-31-1460-0071-0020	00-00-31-1460-0071-0020
147 NASSAU 55-00-00-31-1540-0019-0020	00-00-31-1540-0019-0020
148 NASSAU 55-00-00-31-1676-000A-0000	00-00-31-1676-000A-0000
149 NASSAU 55-00-00-31-1676-000B-0000	00-00-31-1676-000B-0000
150 NASSAU 55-00-00-31-1676-000C-0000	00-00-31-1676-000C-0000
151 NASSAU 55-00-00-31-1540-0017-0010	00-00-31-1540-0017-0010
153 NASSAU 55-00-00-31-1540-0019-0010	00-00-31-1540-0019-0010
154 NASSAU 55-00-00-31-1676-000D-0000	00-00-31-1676-000D-0000
155 NASSAU 55-18-3N-29-0000-0004-0000	18-3N-29-0000-0004-0000
157 NASSAU 55-00-00-31-1679-000A-0000	00-00-31-1679-000A-0000
165 NASSAU 55-00-00-31-1420-0006-0010	00-00-31-1420-0006-0010
175 NASSAU 55-00-00-31-128D-0188-0000	00-00-31-128D-0188-0000
181 NASSAU 55-11-3N-29-0000-0002-0000	11-3N-29-0000-0002-0000
186 NASSAU 55-00-00-31-134A-0049-0000	00-00-31-134A-0049-0000
187 NASSAU 55-00-00-31-134A-0056-0000	00-00-31-134A-0056-0000
192 NASSAU 55-14-3N-28-0000-0001-0030	14-3N-28-0000-0001-0030
24 NASSAU 55-10-2N-28-0000-0034-0010	10-2N-28-0000-0034-0010
58 NASSAU 55-00-00-31-1800-0272-0000	00-00-31-1800-0272-0000
114 NASSAU 55-00-00-31-142L-000A-0000	00-00-31-142L-000A-0000
119 NASSAU 55-29-3N-28-0100-000C-0000	29-3N-28-0100-000C-0000
145 NASSAU 55-00-00-30-0600-0002-0121	00-00-30-0600-0002-0121
182 NASSAU 55-00-00-31-1020-0016-0000	00-00-31-1020-0016-0000
189 NASSAU 55-00-00-31-1470-00E1-0000	00-00-31-1470-00E1-0000
0 NASSAU 55-11-2N-28-0000-0005-0080	11-2N-28-0000-0005-0080
47 NASSAU 55-00-00-30-044B-0073-0000	00-00-30-044B-0073-0000
1 NASSAU 55-19-2N-28-0000-0001-0000	19-2N-28-0000-0001-0000
62 NASSAU 55-00-00-31-1800-0064-0010	00-00-31-1800-0064-0010
176 NASSAU 55-00-00-31-128D-0194-0000	00-00-31-128D-0194-0000
178 NASSAU 55-00-00-31-1800-0253-0040	00-00-31-1800-0253-0040
59 NASSAU 55-00-00-31-1800-0281-0020	00-00-31-1800-0281-0020
60 NASSAU 55-00-00-31-1800-0281-0060	00-00-31-1800-0281-0060
64 NASSAU 55-00-00-31-1800-0073-0010	00-00-31-1800-0073-0010

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85 NASSAU	55-00-00-31-167C-000A-0000	00-00-31-167C-000A-0000
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87 NASSAU	55-29-3N-28-0000-0006-0000	29-3N-28-0000-0006-0000
93 NASSAU	55-01-2N-28-0000-0001-0000	01-2N-28-0000-0001-0000
158 NASSAU	55-00-00-31-1800-0082-0020	00-00-31-1800-0082-0020
159 NASSAU	55-00-00-31-1800-0217-0010	00-00-31-1800-0217-0010
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161 NASSAU	55-00-00-31-1800-0245-0050	00-00-31-1800-0245-0050
162 NASSAU	55-00-00-31-1800-0245-0070	00-00-31-1800-0245-0070
167 NASSAU	55-00-00-31-1800-0076-0011	00-00-31-1800-0076-0011
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170 NASSAU	55-00-00-31-1800-0218-0010	00-00-31-1800-0218-0010
171 NASSAU	55-00-00-31-1800-0246-0010	00-00-31-1800-0246-0010
53 NASSAU	55-00-00-31-1760-0001-0020	00-00-31-1760-0001-0020
152 NASSAU	55-00-00-31-1540-0018-0030	00-00-31-1540-0018-0030
156 NASSAU	55-00-00-31-152C-000A-0000	00-00-31-152C-000A-0000
23 NASSAU	55-10-2N-28-0000-0030-0000	10-2N-28-0000-0030-0000
38 NASSAU	55-00-00-30-0440-00TB-0000	00-00-30-0440-00TB-0000
56 NASSAU	55-00-00-31-1800-0043-0030	00-00-31-1800-0043-0030
78 NASSAU	55-00-00-30-021C-0001-0000	00-00-30-021C-0001-0000
79 NASSAU	55-00-00-30-021L-000A-0000	00-00-30-021L-000A-0000
82 NASSAU	55-00-00-30-021C-0011-0000	00-00-30-021C-0011-0000
91 NASSAU	55-00-00-31-1014-0001-0000	00-00-31-1014-0001-0000
92 NASSAU	55-00-00-31-1014-0004-0000	00-00-31-1014-0004-0000
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28 NASSAU	55-00-00-30-044B-0036-0000	00-00-30-044B-0036-0000
29 NASSAU	55-00-00-30-044B-0037-0010	00-00-30-044B-0037-0010
33 NASSAU	55-00-00-30-044B-0059-0000	00-00-30-044B-0059-0000
41 NASSAU	55-00-00-30-0440-0003-0000	00-00-30-0440-0003-0000
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43 NASSAU	55-00-00-30-044B-0079-0000	00-00-30-044B-0079-0000
44 NASSAU	55-00-00-30-044B-0083-0000	00-00-30-044B-0083-0000
45 NASSAU	55-00-00-30-044D-000A-0000	00-00-30-044D-000A-0000
46 NASSAU	55-00-00-30-044D-00RW-0000	00-00-30-044D-00RW-0000
48 NASSAU	55-00-00-31-087I-000A-0000	00-00-31-087I-000A-0000
50 NASSAU	55-00-00-30-0800-0029-0040	00-00-30-0800-0029-0040
144 NASSAU	55-27-3N-28-1192-000G-0000	27-3N-28-1192-000G-0000
190 NASSAU	55-00-00-31-1677-00DR-0000	00-00-31-1677-00DR-0000
51 NASSAU	55-00-00-31-1800-0210-0070	00-00-31-1800-0210-0070
52 NASSAU	55-00-00-31-1800-0211-0000	00-00-31-1800-0211-0000
73 NASSAU	55-00-00-31-1018-0048-0000	00-00-31-1018-0048-0000
108 NASSAU	55-25-3N-28-0000-0001-0050	25-3N-28-0000-0001-0050
110 NASSAU	55-29-3N-28-0000-0004-0130	29-3N-28-0000-0004-0130
129 NASSAU	55-00-00-31-1800-0235-0010	00-00-31-1800-0235-0010
130 NASSAU	55-00-00-31-1800-0235-0040	00-00-31-1800-0235-0040
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105 NASSAU	55-00-00-31-1611-000A-0000	00-00-31-1611-000A-0000
106 NASSAU	55-00-00-31-1611-000C-0000	00-00-31-1611-000C-0000
107 NASSAU	55-00-00-31-1611-00RW-0000	00-00-31-1611-00RW-0000

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133 NASSAU	55-00-00-31-1800-0240-0010	00-00-31-1800-0240-0010
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18 NASSAU	55-00-00-31-1018-0057-0000	00-00-31-1018-0057-0000
19 NASSAU	55-00-00-31-1018-0058-0000	00-00-31-1018-0058-0000
26 NASSAU	55-00-00-30-0440-00TA-0000	00-00-30-0440-00TA-0000
27 NASSAU	55-00-00-30-044B-0034-0000	00-00-30-044B-0034-0000
31 NASSAU	55-00-00-30-044B-0040-0000	00-00-30-044B-0040-0000
68 NASSAU	55-00-00-30-044A-0009-0010	00-00-30-044A-0009-0010
77 NASSAU	55-00-00-31-1018-0055-0000	00-00-31-1018-0055-0000
172 NASSAU	55-00-00-31-1800-0255-0030	00-00-31-1800-0255-0030
127 NASSAU	55-00-00-31-1800-0197-0000	00-00-31-1800-0197-0000
163 NASSAU	55-00-00-31-1800-0257-0010	00-00-31-1800-0257-0010
166 NASSAU	55-00-00-31-1600-0006-0010	00-00-31-1600-0006-0010
173 NASSAU	55-00-00-31-1800-0257-0040	00-00-31-1800-0257-0040
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120 NASSAU	55-00-00-31-102P-000A-0000	00-00-31-102P-000A-0000
121 NASSAU	55-00-00-31-102P-000O-0000	00-00-31-102P-000O-0000
122 NASSAU	55-00-00-31-102P-00P8-0000	00-00-31-102P-00P8-0000
123 NASSAU	55-00-00-31-102P-00X8-0000	00-00-31-102P-00X8-0000
124 NASSAU	55-00-00-31-142I-000A-0000	00-00-31-142I-000A-0000
134 NASSAU	55-00-00-31-1800-0264-0030	00-00-31-1800-0264-0030
136 NASSAU	55-00-00-31-1600-0202-0010	00-00-31-1600-0202-0010
141 NASSAU	55-00-00-31-163W-000A-0000	00-00-31-163W-000A-0000
164 NASSAU	55-00-00-31-1375-000A-0000	00-00-31-1375-000A-0000
54 NASSAU	55-00-00-31-1760-0004-0000	00-00-31-1760-0004-0000
39 NASSAU	55-00-00-30-044B-0098-0060	00-00-30-044B-0098-0060
40 NASSAU	55-00-00-30-044B-0098-0070	00-00-30-044B-0098-0070
63 NASSAU	55-00-00-31-1800-0065-0020	00-00-31-1800-0065-0020
89 NASSAU	55-00-00-31-125B-0002-0000	00-00-31-125B-0002-0000
94 NASSAU	55-00-00-31-1651-000D-0000	00-00-31-1651-000D-0000
95 NASSAU	55-00-00-31-1651-000F-0000	00-00-31-1651-000F-0000
8 NASSAU	55-00-00-31-1018-0037-0000	00-00-31-1018-0037-0000
9 NASSAU	55-00-00-31-1018-0038-0000	00-00-31-1018-0038-0000
10 NASSAU	55-00-00-31-1018-0039-0000	00-00-31-1018-0039-0000
11 NASSAU	55-00-00-31-1018-0040-0000	00-00-31-1018-0040-0000
12 NASSAU	55-00-00-31-1018-0041-0000	00-00-31-1018-0041-0000
16 NASSAU	55-00-00-31-1018-0045-0000	00-00-31-1018-0045-0000
21 NASSAU	55-10-2N-28-0000-0008-0020	10-2N-28-0000-0008-0020
22 NASSAU	55-10-2N-28-0000-0013-0000	10-2N-28-0000-0013-0000
30 NASSAU	55-00-00-30-044B-0039-0000	00-00-30-044B-0039-0000
34 NASSAU	55-00-00-30-044B-0066-0000	00-00-30-044B-0066-0000
35 NASSAU	55-00-00-31-110B-000A-0000	00-00-31-110B-000A-0000
37 NASSAU	55-06-2N-28-0000-0001-0010	06-2N-28-0000-0001-0010
69 NASSAU	55-00-00-30-044A-0009-0030	00-00-30-044A-0009-0030
70 NASSAU	55-00-00-30-044B-0105-0002	00-00-30-044B-0105-0002
71 NASSAU	55-00-00-31-1018-0046-0000	00-00-31-1018-0046-0000
74 NASSAU	55-00-00-31-1018-0050-0000	00-00-31-1018-0050-0000

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75 NASSAU	55-00-00-31-1018-0051-0000	00-00-31-1018-0051-0000
76 NASSAU	55-00-00-31-1018-0054-0000	00-00-31-1018-0054-0000
90 NASSAU	55-06-2N-29-0000-0001-0030	06-2N-29-0000-0001-0030
116 NASSAU	55-29-3N-28-0000-0002-0020	29-3N-28-0000-0002-0020
117 NASSAU	55-29-3N-28-0000-0002-0050	29-3N-28-0000-0002-0050
183 NASSAU	55-00-00-31-1020-0045-0000	00-00-31-1020-0045-0000
184 NASSAU	55-00-00-31-1020-0050-0000	00-00-31-1020-0050-0000
185 NASSAU	55-14-3N-29-0000-0003-0000	14-3N-29-0000-0003-0000
2 NASSAU	55-00-00-31-163N-0063-0000	00-00-31-163N-0063-0000
4 NASSAU	55-00-00-31-1018-0032-0000	00-00-31-1018-0032-0000
5 NASSAU	55-00-00-31-1018-0033-0000	00-00-31-1018-0033-0000
6 NASSAU	55-00-00-31-1018-0034-0000	00-00-31-1018-0034-0000
7 NASSAU	55-00-00-31-1018-0035-0000	00-00-31-1018-0035-0000
13 NASSAU	55-00-00-31-1018-0042-0000	00-00-31-1018-0042-0000
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15 NASSAU	55-00-00-31-1018-0044-0000	00-00-31-1018-0044-0000
49 NASSAU	55-00-00-30-0800-0015-0060	00-00-30-0800-0015-0060
72 NASSAU	55-00-00-31-1018-0047-0000	00-00-31-1018-0047-0000
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81 NASSAU	55-29-3N-28-0000-0004-0030	29-3N-28-0000-0004-0030
84 NASSAU	55-32-3N-28-0000-0001-0000	32-3N-28-0000-0001-0000
88 NASSAU	55-00-00-31-1680-0011-0200	00-00-31-1680-0011-0200
97 NASSAU	55-00-00-30-0800-0037-0050	00-00-30-0800-0037-0050
98 NASSAU	55-00-00-31-102P-0017-0PLO	00-00-31-102P-0017-0PLO
102 NASSAU	55-00-00-31-102P-00M7-0000	00-00-31-102P-00M7-0000
104 NASSAU	55-00-00-31-127A-0012-0000	00-00-31-127A-0012-0000
132 NASSAU	55-00-00-31-1800-0238-0060	00-00-31-1800-0238-0060
99 NASSAU	55-00-00-31-102P-00A2-0000	00-00-31-102P-00A2-0000
100 NASSAU	55-00-00-31-102P-00C2-0000	00-00-31-102P-00C2-0000
135 NASSAU	55-00-00-31-1800-0265-0052	00-00-31-1800-0265-0052
169 NASSAU	55-00-00-31-1800-0084-0010	00-00-31-1800-0084-0010
83 NASSAU	55-00-00-31-143A-00RA-0000	00-00-31-143A-00RA-0000
111 NASSAU	55-00-00-31-117C-00CM-0000	00-00-31-117C-00CM-0000
174 NASSAU	55-00-00-31-1800-0255-0090	00-00-31-1800-0255-0090
112 NASSAU	55-00-00-31-102P-000C-0000	00-00-31-102P-000C-0000
125 NASSAU	55-00-00-31-1600-0167-0010	00-00-31-1600-0167-0010
128 NASSAU	55-00-00-31-1800-0233-0080	00-00-31-1800-0233-0080
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140 NASSAU	55-00-00-31-163V-000A-0000	00-00-31-163V-000A-0000
32 NASSAU	55-00-00-30-044B-0053-0000	00-00-30-044B-0053-0000
113 NASSAU	55-00-00-30-0600-0001-0231	00-00-30-0600-0001-0231
115 NASSAU	55-00-00-30-0200-0002-0000	00-00-30-0200-0002-0000
3 NASSAU	55-00-00-31-1015-0011-0000	00-00-31-1015-0011-0000
20 NASSAU	55-00-SB-30-197W-000F-0000	00-SB-30-197W-000F-0000

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12-089-10-3N-29-0000-0001-0000	096	0
12-089-00-00-30-0440-00RW-0000	000	5
12-089-05-2N-28-0000-0001-0010	096	0
12-089-00-00-31-1760-0034-0000	040	0
12-089-00-00-31-1580-0028-0000	040	0
12-089-00-00-31-1820-0010-0000	040	0
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12-089-29-3N-28-0100-000B-0000	000	5
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12-089-00-00-31-1540-0019-0020	000	0
12-089-00-00-31-1676-000A-0000	000	5
12-089-00-00-31-1676-000B-0000	000	5
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12-089-00-00-30-044B-0073-0000	000	0
12-089-19-2N-28-0000-0001-0000	000	0
12-089-00-00-31-1800-0064-0010	000	0
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12-089-00-00-31-1800-0281-0020	000	0
12-089-00-00-31-1800-0281-0060	000	0
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12-089-00-00-31-1800-0246-0010	000	0
12-089-00-00-31-1760-0001-0020	040	0
12-089-00-00-31-1540-0018-0030	000	0
12-089-00-00-31-152C-000A-0000	000	5
12-089-10-2N-28-0000-0030-0000	000	0
12-089-00-00-30-0440-00TB-0000	000	5
12-089-00-00-31-1800-0043-0030	096	0
12-089-00-00-30-021C-0001-0000	000	0
12-089-00-00-30-021L-000A-0000	000	5
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0	110	110	0	0	110	110	0	0
0	166320	166320	0	0	166320	166320	0	0
0	122580	122580	0	0	122580	122580	0	0
0	291362	291362	0	0	291362	244071	0	0
0	407335	407335	0	0	407335	407335	0	0
0	709500	709500	0	0	709500	709500	0	0
0	105000	105000	0	0	105000	105000	0	0
0	30000	30000	0	0	30000	30000	0	0
0	30000	30000	0	0	30000	30000	0	0
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0	30000	30000	0	0	30000	30000	0	0
0	15000	15000	0	0	15000	15000	0	0
0	30000	30000	0	0	30000	30000	0	0
0	30000	30000	0	0	30000	30000	0	0
0	154800	154800	0	0	154800	154800	0	0
0	30000	30000	0	0	30000	30000	0	0
0	8175	8175	0	0	8175	8175	0	0
0	75600	75600	0	0	75600	24948	0	0
0	95200	95200	0	0	95200	76296	0	0
0	295312	295312	0	0	295312	278438	0	0
0	172602	172602	0	0	172602	125309	0	0
0	100	100	0	0	100	100	0	0
0	100	100	0	0	100	100	0	0
0	489600	489600	0	0	489600	489600	0	0
0	94694	94694	0	0	94694	94694	0	0
0	105875	105875	0	0	105875	105875	0	0
0	100	100	0	0	100	100	0	0
0	122360	122360	0	0	122360	122360	0	0
0	37500	37500	0	0	37500	37500	0	0
0	100	100	0	0	100	100	0	0
0	377165	377165	0	0	377165	377165	0	0
0	111760	111760	0	0	111760	91174	0	0
0	100	100	0	0	100	100	0	0
0	100	100	0	0	100	100	0	0
0	119196	119196	0	0	119196	101979	0	0
0	79714	79714	0	0	79714	68200	0	0
0	100	100	0	0	100	100	0	0
0	338250	338250	0	0	338250	259213	0	0
0	153789	153789	0	0	153789	68438	0	0
0	40965	40965	0	0	40965	40965	0	0
0	200000	200000	0	0	200000	200000	0	0
0	100	100	0	0	100	100	0	0

Sheet1

ONAME,C,30	OADDR1,C,40
MONROE MOI M III & CHERYL B	2017 SUNRISE DRIVE
THORNTON JACK R	4062 PEACHTREE RD
GODWIN LEE H JR & ANNETTE B &	DAVID L & SHARON G HALL
THORNTON JACK R	4062 PEACHTREE RD
RIVERBEND AMELIA OWNERS	ASSOCIATION INC
BRADDOCK DONALD L	PO BOX 57385
AMELIA ISLAND DEVELOPMENT	COMPANY INC
ROCKTENN CP LLC	504 THRASHER ST
CSX TRANSPORTATION INC	TAX DEPARTMENT
CSX TRANSPORTATION INC	TAX DEPARTMENT
CSX TRANSPORTATION INC	TAX DEPARTMENT
AMELIA OAKS HOMEOWNERS	ASSOCIATION INC
SEALS & ASSOCIATES INC	300 WILLOW BEND ROAD #200
TRIANGLE INVESTMENT LIMITED	PARTNERSHIP
DODD JOHN H & MARGARITA	2775 RACHEL AVE
SHELL COVE HOMEOWNERS ASSC INC	1880 S 14TH STREET STE # 103
SHELL COVE HOMEOWNERS ASSC INC	1880 S 14TH STREET STE # 103
COOK ROY &	COOK BRIAN KELLY (JT/RS)
TOWLES JENNIFER L	304 S 17TH ST
SEA GROVE PROPERTY OWNERS	ASSOCIATION INC
SEA GROVE PROPERTY OWNERS	ASSOCIATION INC
SEA GROVE PROPERTY OWNERS	ASSOCIATION INC
J R HOLDINGS OF NORTH FLORIDA	INC
STUDDARD JO EMMA & JERRY M	2342 PINE ISLAND COURT
SEA GROVE PROPERTY OWNERS	ASSOCIATION INC
RAYONIER PERFORMANCE FIBERS	LLC
SEASIDE HOMEOWNERS ASSOC INC	C/O 2955 HARTLEY RD STE #106A
SAVOLDI MARIA JO TRUSTEE OF	MARIA JO SAVOLDI LIVING TRUST
HARTRICH JOHN D & CARLA R	4924 SUAREZ BLUFF RD
SAVOLDI MARIA JO TRUSTEE OF	MARIA JO SAVOLDI LIVING TRUST
BANCO FORECLOSURES SALE LLC	12717 W SUNRISE BLVD
BANCO FORECLOSURES SALE LLC	12717 W SUNRISE BLVD
ISLAND CREEK OUTPOST INC	951 N FLETCHER AVE
BULLARD WILLIAM D & ELIZABETH	4065 S FLETCHER AVE
UNKNOWN	-
KOLAR ERIC PA	3305 ATLANTIC BLVD STE B
AMELIA OAKS HOMEOWNERS	ASSOCIATION INC
PINELAND HOLDING COMPANY LLC	427 BULL STREET
DUNLOP HOSPITALITY INVESTMENTS	LLC
NORTH POINTE HOMEOWNERS	ASSOCIATION INC
MULLIN MICHAEL S	95089 BUCKEYE COURT
JASINSKY BRUCE A & PATRICIA L	645 GAINES LANE
THE RANGE AT CRANE ISLAND LLC	4001 CENTURION WAY
ROCKTENN CP LLC	FERNANDINA BEACH MILL
STEGER SAMUEL M & JOY J	2030 HIGHLAND DR
DUNCUM JOHNIE M TRUSTEE	OF DUNCUM LIVING TRST
RICHARDSON MICHAEL	PO BOX 483
COURSON CHARLES A	P O BOX 6069
ROCKTENN CP LLC	FERNANDINA BEACH MILL

Sheet1

SCHOONER LANDING HOMEOWNERS	ASSOC INC
DENTON II LLC	18305 BISCAYNE BLVD
QUATTLEBAUM SHERRY	1922 LAKESIDE DRIVE SOUTH
HOLLAND ROBERT J	54192 CHURCH ROAD
SIMMONS JOSEPH JR	3112 TURTON AVE
CHURCH EPISCOPAL IN THE	DIOCESE OF FLA INC
GARRETT FLOYD	2010 OAKVIEW DRIVE
ROCKTENN CP LLC	FERNANDINA BEACH MILL
JAMEL MITCHELL W	82051 HOODED WARBLER CT
ROCKTENN CP LLC	FERNANDINA BEACH MILL
MARX NANCY ANN	2623 FOREST RIDGE DRIVE
ROCKTENN CP LLC	FERNANDINA BEACH MILL
ROCKTENN CP LLC	PO BOX 4098
O'STEEN COMPANY LLP (2/3) &	SIMMONS RICHARD & PAMELA (1/3)
J R HOLDINGS OF NORTH FLORIDA	INC
OCEAN CAY AT AMELIA ISLAND	HOMEOWNERS ASSOCIATION INC
HOFFMAN EVE P	2000 GRANITE SPRINGS LANE
RIVERBEND AMELIA OWNERS	ASSOCIATION INC
MEMORIAL UNITED METHODIST	CHURCH INC
UNDERKOFER DAVID J & ANNE M	1846 SHELL RING CIR
EGANS LANDING HOMEOWNERS	ASSOCIATION INC
TONTI LOUIS G & JOYCE L	96249 HIGH POINTE DRIVE
O'CONNER JAMES P &	O'CONNER JAMES M &
O'CONNER JAMES P &	O'CONNER JAMES M &
THE RESIDENCE AT AMELIA	LANDINGS INC
SMITH DONALD & ROSE ANNE ET AL	C/O ANGELA HANSON
AMELIA HOLDING LLC	C/O JON C LASSERRE
AMELIA HOLDING LLC	C/O JON C LASSERRE
PARKWAY DUNES LLC	414 OLD HARD RD STE 502
SUMMERWOODS OF AMELIA ISLAND	LLC
PARKWAY DUNES LLC	414 OLD HARD RD STE 502
PARKWAY DUNES LLC	414 OLD HARD RD STE 502
PARKWAY DUNES LLC	414 OLD HARD RD STE 502
DUNES OF AMELIA HOMEOWNERS	ASSOCIATION INC
DUNES OF AMELIA HOMEOWNERS	ASSOCIATION INC
ISLE DE MAI AT AMELIA	HOMEOWNERS ASSOCIATION INC
JACKSONVILLE SDI LLC	PO BOX 2009
SHELL COVE HOMEOWNERS ASSC INC	1880 S 14TH STREET STE # 103
SEASCAPE AT AMELIA	HOMEOWNERS ASSOCIATION
FIRST BAPTIST CHURCH OF	FERNANDINA BEACH
FNB SOUTH	PO BOX 2028
O'CONNER JAMES J TRSTEE (50%)&	O'CONNER JAMES P & JAMES M &
VIJUK PROPERTIES LLC	29 SALT MARSH DR
LAND CHARLES D	4110 EAST BROOKHAVEN DR NE
FIRST NATIONAL BANK SOUTH	PO BOX 2028
FIRST NATIONAL BANK SOUTH	PO BOX 2028
AMELIA PARK NEIGHBORHOOD	ASSOCIATION INC
COASTAL OAKS AMELIA OWNERS	ASSOCIATION INC
COASTAL OAKS AMELIA OWNERS	ASSOCIATION INC
COASTAL OAKS HOMEOWNERS ASSC	3675 PINE STREET

Sheet1

THE YOUNG MEN'S CHRISTIAN
COASTAL OAKS AMELIA OWNERS
SIMMONS EVETT L REVOC TRUST
SWANN S A EST
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
RIVERBEND AMELIA OWNERS
THE ASPIRE AT AMELIA LLC
AMELIA HOLDING LLC
PATTEN BRIAN
O'CONNER JAMES J TRSTEE (50%)&
STALNAKER JOHN C REV TRUST
FIRST NATIONAL BANK SOUTH
ROCKTENN CP LLC
BRANNIGAN GERI
ROCKTENN CP LLC
EGMONT PROFESSIONAL PARK
AMELIA PARK NEIGHBORHOOD
HOLY TRINITY ANGLICAN CHURCH
AMELIA PARK NEIGHBORHOOD
AMELIA PARK NEIGHBORHOOD
ISLE OF PALMS OF AMELIA
AMELIA ISLAND NASSAU COUNTY
FB MED LAND TRUST
PARKVIEW II HOMEOWNERS
HIGHLAND DUNES HOMEOWNERS
KAVANAUGH ANNE B
FRE AMELIA ISLAND LLC
J TWENTY-NINE ELEVEN LLC
ROCKTENN CP LLC
SURF HOME BUILDERS
THE RESIDENCE AT AMELIA
THE RESIDENCE AT AMELIA
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
KARIBO NORMA S TRUSTEE
POLLOCK ROBERT E & LOUISE A
THE ASPIRE AT AMELIA LLC
COONROD ANNE T
BARRINGTON HOMEOWNERS
J H COBB PROPERTIES INC
MONTGOMERY DELOIS
SKYWAY AMELIA LLC
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&

ASSOCIATION OF FLORIDA'S
ASSOCIATION INC
7843 SABAL LAKE DRIVE
C/O MRS E C O'CONNOR
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
ASSOCIATION INC
1435 ROLLING LINKS DR
C/O JON C LASSERRE
2525 CAPRICE LANE
O'CONNER JAMES P & JAMES M &
JOHN CALVIN STALNAKER TRUSTEE
PO BOX 2028
PO BOX 4098
247 N FLETCHER AV #B
PO BOX 4098
PROPERTY OWNERS ASSOC INC &
ASSOCIATION INC
OF NASSAU COUNTY INC
ASSOCIATION INC
ASSOCIATION INC
HOMEOWNERS ASSOCIATION INC
ASSOCIATION OF REALTORS INC
CAMCAM MANAGEMENT LLC TRUSTEE
ASSOCIATION
ASSOCIATION INC
112 NORTH 6TH STREET
3010 LBJ FREEWAY SUITE 1400
5205 LEEWARD COVE
FERNANDINA BEACH MILL
2504 ROBERT OLIVER AV
LANDINGS INC
LANDINGS INC
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
OF NORMA S KARIBO REV TRUST
P.O. BOX 17135
1435 ROLLING LINKS DR
3017 RIVERSIDE DRIVE
ASSOCIATION
10138 WHIPPOORWILL LANE
4866 STRATO PLACE
86271 MEADOWFIELD BLUFFS RD
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &

Sheet1

O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
EGANS LANDING OWNERS ASSOC INC
LLMM LLC &
LLMM LLC &
A A MILLER FAMILY LLC
LODGING RESOURCES INC
GF/AMELIA ISLAND PROPERTIES
RHO NANCY H LIVING TRUST
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRUSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
O'CONNER JAMES J TRSTEE (50%)&
PRESTAR LTD
O'CONNER JAMES J TRSTEE (50%)&
JOYCE D MIXON LIVING TRUST
MIXON JOYCE D EST
MIXON JOYCE D EST
S MASTERS LIMITED PARTNERSHIP
KEYSTONE PLAZA LLC
AMELIA PARK NEIGHBORHOOD
AMELIA PARK NEIGHBORHOOD
JAX NAVY CREDIT UNION
LIME PEPPER LAND TRUST
AMELIA PARK TND LLC
AMELIA PARK NEIGHBORHOOD
HARREL LAND LLC
ROCKTENN CP LLC
LAKEWOOD OF AMELIA HOMEOWNERS
CITIZENS STATE BANK
GORE CARROL WAYNE TRUSTEE
AMELIA PARK NEIGHBORHOOD
TREVETT HOMES INC
KINGDOM MINISTRIES INC
FHFC III INC
PARKVIEW HOMEOWNERS
HARDWICK JAMES O & JUDITH B
BENNETT HAROLD C & MARY
DRURY LINDA DARLENE
KIM GOES TO WORK LLC
SUMMER BEACH WEST LLC

O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
PO BOX 16175
WINDDOG LLC
WINDDOG LLC
96509 BLACKROCK ROAD
1617 ATANTIC AVE
INC
NANCY H RHO TRUSTEE
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
O'CONNER JAMES P & JAMES M &
PO BOX 50682
O'CONNER JAMES P & JAMES M &
2684 SUSAN DR
2684 SUSAN DRIVE
2684 SUSAN DRIVE
4144 NORTH OLCOTT
PO BOX 16987
ASSOCIATION INC
ASSOCIATION INC
4949 BLANDING BLVD
CAMCAM MANAGEMENT LLC TRUSTEE
ATTN: RICK WOOD
ASSOCIATION INC
1875-A SOUTH 14TH STREET
FERNANDINA BEACH MILL
ASSOCIATION
PO BOX 1355
CARROL WAYNE GORE TRUST
ASSOCIATION INC
PO BOX 706
PO BOX 16299
227 NORTH BRONOUGH ST STE 5000
ASSOCIATION
4115 ORTEGA BLVD
2189 SADLER RD
2732 EASTWOOD DR
4726 MEADOWLARK LN
5456 FIRST COAST HWY

Sheet1

OADDR2,C,40	OCITY,C,40	OST#OZIPCD
SUITE A-414	FERNANDINA BEACH	FL 32034
1903 AMELIA AVE	ATLANTA	GA 30319
SUITE A-414	FERNANDINA BEACH	FL 32034
PO BOX 1987	ATLANTA	GA 30319
	YULEE	FL 32041
1214 OLIVIA STREET	JACKSONVILLE	FL 32241
	KEY WEST	FL 33040
500 WATER STREET (C910)	NORCROSS	GA 30071
500 WATER STREET (C910)	JACKSONVILLE	FL 32202
500 WATER STREET (C910)	JACKSONVILLE	FL 32202
2374 NW 38TH ST	JACKSONVILLE	FL 32202
	BOCA RATON	FL 33431
C/O LDI CONSULTANTS INC	PEACHTREE CITY	GA 30269
	ATLANTA	GA 30306
	FERNANDINA BEACH	FL 32034
	FERNANDINA BEACH	FL 32034
2808 CLEVELAND AVE	FERNANDINA BEACH	FL 32034
	FERNANDINA BEACH	FL 32034
2753 SEA GROVE LN	FERNANDINA BEACH	FL 32034
2753 SEA GROVE LN	FERNANDINA BEACH	FL 32034
2753 SEA GROVE LN	FERNANDINA BEACH	FL 32034
109 NORTH LIBERTY ST	JACKSONVILLE	FL 32202
	JACKSONVILLE	FL 32224
2753 SEA GROVE LN	FERNANDINA BEACH	FL 32034
C/O RAYONIER ADVANCE MATERIALS	JACKSONVILLE	FL 32207
	JACKSONVILLE	FL 32257
1890 1ST AVE	FERNANDINA BEACH	FL 32034
	FERNANDINA BEACH	FL 32034
1890 1ST AVE	FERNANDINA BEACH	FL 32034
	SUNRISE	FL 33323
	SUNRISE	FL 33323
	FERNANDINA BEACH	FL 32034
	FERNANDINA BEACH	FL 32034
	FL	
	JACKSONVILLE	FL 32207
2374 NW 38TH ST	BOCA RATON	FL 33431
	SAVANNAH	GA 31401
98 S FLETCHER AV	FERNANDINA BEACH	FL 32034
PO BOX 1312	FERNANDINA BEACH	FL 32035
	FERNANDINA BEACH	FL 32034
	FERNANDINA BEACH	FL 32034
	FERNANDINA BEACH	FL 32034
PO BOX 4098	NORCROSS	GA 30091
	FERNANDINA BEACH	FL 32034
45 NORTH 14TH PLACE	FERNANDINA BEACH	FL 32034
	FERNANDINA BEACH	FL 32035
	HUDSON	FL 34674
PO BOX 4098	NORCROSS	GA 30091

Sheet1

C/O 1784 HAMMOCK DRIVE	FERNANDINA BEACH	FL	32034
SUITE 400	AVENTURA	FL	33160
	FERNANDINA BEACH	FL	32034
	CALLAHAN	FL	32011
	JACKSONVILLE	FL	32208
325 MARKET ST	JACKSONVILLE	FL	32202
	SEVERVILLE	TN	37876
PO BOX 4098	NORCROSS	GA	30091
	YULEE	FL	32097
PO BOX 4098	NORCROSS	GA	30091
	FERNANDINA BEACH	FL	32034
PO BOX 4098	NORCROSS	GA	30091
	NORCROSS	GA	30091
759 NORTH EDGEWOOD AVE	JACKSONVILLE	FL	32254
109 NORTH LIBERTY ST	JACKSONVILLE	FL	32202
2215 EAST ST RD 200	YULEE	FL	32097
	NORCROSS	GA	30092
PO BOX 1987	YULEE	FL	32041
601 CENTRE ST	FERNANDINA BEACH	FL	32034
	MT PLEASANT	SC	29466
2932 ROBERT OLIVER AVE	FERNANDINA BEACH	FL	32034
	FERNANDINA BEACH	FL	32034
MOONEY TRACY O	FERNANDINA BEACH	FL	32035
MOONEY TRACY O	FERNANDINA BEACH	FL	32035
3000 INDEPENDENT SQ	JACKSONVILLE	FL	32202
330 13TH ST NE	WASHINGTON	DC	20002
PO BOX 653	FERNANDINA BEACH	FL	32035
PO BOX 653	FERNANDINA BEACH	FL	32035
	FLEMING ISLAND	FL	32003
3675 PINE ST	JACKSONVILLE	FL	32205
	FLEMING ISLAND	FL	32003
	FLEMING ISLAND	FL	32003
	FLEMING ISLAND	FL	32003
414 OLD HARD RD STE 502	FLEMING ISLAND	FL	32003
414 OLD HARD RD STE 502	FLEMING ISLAND	FL	32003
C/O LELAND MANAGEMENT	FERNANDINA BEACH	FL	32034
	ELK CITY	OK	73648
	FERNANDINA BEACH	FL	32034
986 CHADS FORD	MACON	GA	31210
1600 S 8TH ST	FERNANDINA BEACH	FL	32034
	ALMA	GA	31510
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
	AMELIA ISLAND	FL	32034
	ATLANTA	GA	30319
	ALMA	GA	31510
	ALMA	GA	31510
463499 SR 200	YULEE	FL	32097
3675 PINE STREET	JACKSONVILLE	FL	32205
3675 PINE STREET	JACKSONVILLE	FL	32205
	JACKSONVILLE	FL	32205

Sheet1

FIRST COAST	JACKSONVILLE	FL	32202
3675 PINE STREET	JACKSONVILLE	FL	32205
	PORT ST LUCIE	FL	34986
36 LYMAN RD	NORTHAMPTON	MA	1060
MOONEY TRACY O	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
PO BOX 1987	YULEE	FL	32041
	ALPHARETTA	GA	30004
PO BOX 653	FERNANDINA BEACH	FL	32035
	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
405 S 6TH ST	FERNANDINA BEACH	FL	32034
	ALMA	GA	31510
	NORCROSS	GA	30091
	FERNANDINA BEACH	FL	32034
	NORCROSS	GA	30091
AMELIA PARK NEIGHBORHOOD ASSOC	YULEE	FL	32041
463499 SR 200	YULEE	FL	32097
1830 LAKE PARK DR	FERNANDINA BEACH	FL	32034
463499 SR 200	YULEE	FL	32097
463499 SR 200	YULEE	FL	32097
144 LONGPOINT DRIVE	FERNANDINA BEACH	FL	32034
910 SOUTH 14TH STREET	FERNANDINA BEACH	FL	32034
96383 BAY VIEW DR	FERNANDINA BEACH	FL	32034
C/O 34 N 14TH ST	FERNANDINA BEACH	FL	32034
1890 S 14TH ST STE 200	FERNANDINA BEACH	FL	32034
	FERNANDINA BEACH	FL	32034
	DALLAS	TX	75234
	FERNANDINA BEACH	FL	32034
PO BOX 4098	NORCROSS	GA	30091
	FERNANDINA BEACH	FL	32034
3000 INDEPENDENT SQ	JACKSONVILLE	FL	32202
3000 INDEPENDENT SQ	JACKSONVILLE	FL	32202
MOONEY TRACEY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
3116 ORIOLE DRIVE	LOUISVILLE	KY	40213
	FERNANDINA BEACH	FL	32035
	ALPHARETTA	GA	30004
	FERNANDINA BEACH	FL	32034
86002 CHRISTIAN WAY	YULEE	FL	32097
	JACKSONVILLE	FL	32256
	JACKSONVILLE	FL	32210
	YULEE	FL	32097
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034

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MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
	FERNANDINA BEACH	FL	32035
C/O LAW OFFICE OF TOMASSETTI	FERNANDINA BEACH	FL	32034
C/O LAW OFFICE OF TOMASSETTI	FERNANDINA BEACH	FL	32034
	YULEE	FL	32097
	FERNANDINA BEACH	FL	32034
15 PIEDMONT CENTER SUITE 930	ATLANTA	GA	30305
4426 TITLEIST DRIVE	FERNANDINA BEACH	FL	32034
MOONEY TRACEY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACEY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACEY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
	HENDERSON	NV	89120
MOONEY TRACY O (50%)	FERNANDINA BEACH	FL	32034
	FERNANDINA BEACH	FL	32034
	FERNANDINA BEACH	FL	32034
	FERNANDINA BEACH	FL	32034
	NORRIDGE	IL	60706
	FERNANDINA BEACH	FL	32035
463499 SR 200	YULEE	FL	32097
463499 SR 200	YULEE	FL	32097
	JACKSONVILLE	FL	32210
96383 BAYVIEW DR	FERNANDINA BEACH	FL	32034
414 OLD HARD RD STE 502	FLEMING ISLAND	FL	32003
463499 SR 200	YULEE	FL	32097
	FERNANDINA BEACH	FL	32034
PO BOX 4098	NORCROSS	GA	30091
PO BOX 1408	FERNANDINA BEACH	FL	32035
	KINGSLAND	GA	31548
704 N 15TH ST	FERNANDINA BEACH	FL	32034
463499 SR 200	YULEE	FL	32097
	FERNANDINA BEACH	FL	32035
	FERNANDINA BEACH	FL	32035
	TALLAHASSEE	FL	32301
144 LONG POINT DRIVE	FERNANDINA BEACH	FL	32034
	JACKSONVILLE	FL	32210
	FERNANDINA BEACH	FL	32035
	DECATUR	GA	30032
	FERNANDINA BEACH	FL	32034
	FERNANDINA BEACH	FL	32034

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PHYADDR1,C,40	PHYCITY,C,30	PHYZIP SLEGAL,C,30
SUNRISE DR	FERNANDINA BEACH	32034 OUT LOT 62 (MARSH)
14TH ST N	FERNANDINA BEACH	32034 PT OF BLK 253 OF CITY OF FDNA
HIGHLAND DR	FERNANDINA BEACH	32034 BLK 252 PT LOT 1 & BLK 253 PT
FORT CLINCH DR	FERNANDINA BEACH	32034 IN OR 1889/1733
RIVERBEND WALK	FERNANDINA BEACH	32034 RIGHT OF WAY
S 8TH ST	FERNANDINA BEACH	32034 PT OF LOTS 5 & 6
251 FRONT ST S	FERNANDINA BEACH	32034 LOTS 35,36 & PT OF LOT 34 IN
GARDEN ST	FERNANDINA BEACH	32034 PT BLK 28 & PT OF ABND ST/RW
MARINE ST	FERNANDINA BEACH	32034 WATER LOT 1 & N 110FT OF
GARDEN & MARINE ST	FERNANDINA BEACH	32034 OLD TOWN PTS OF ABND ST/RW
MARINE ST	FERNANDINA BEACH	32034 OLD TOWN BLOCK 28 LOTS
AMELIA OAKS DR	FERNANDINA BEACH	32034 TRACT B
CITRONA DR	FERNANDINA BEACH	32034 PT OF LOTS 22 & 23
1 HICKORY ST	FERNANDINA BEACH	32034 PT OR 521/85 (MARSH)
526 CITRONA DR	FERNANDINA BEACH	32034 LOT 3 (EX S-1 & S-2)
SHELL COVE CR	FERNANDINA BEACH	32034 TRACT B
SHELL COVE CR	FERNANDINA BEACH	32034 TRACT D
1ST AV	FERNANDINA BEACH	32034 PT OF LOT 71 (S-2)
1ST AV	FERNANDINA BEACH	32034 PT BLK 19 OF OCEAN CITY SUB
00 SEA GROVE LN	FERNANDINA BEACH	32034 TRACT A (EX PT IN OR 907/733)
JEAN LAFITTE DR	FERNANDINA BEACH	32034 TRACT B
SEA GROVE LN	FERNANDINA BEACH	32034 TRACT C
1060 JEAN LAFITTE AVE	FERNANDINA BEACH	32034 PT BLKS 16,17,19 & PT
1ST AV	FERNANDINA BEACH	32034 PT OF BLK 19 IN OR 1254/210
JEAN LAFITTE DR	FERNANDINA BEACH	32034 TRACT D
901 JEAN LAFFITE BLVD	FERNANDINA BEACH	32034 PT OR 1279/478
00 RECORD	FERNANDINA BEACH	32034 TRACTS A & B
213 LIGHTHOUSE CR	FERNANDINA BEACH	32034 PT OF LOTS 6 & 7
SUNRISE DR	FERNANDINA BEACH	32034 LOT 188
LIGHTHOUSE CR	FERNANDINA BEACH	32034 PT SEC 11-3N-29E
OCEAN AV	FERNANDINA BEACH	32034 LOTS 49 50 51 & 52 (SUBMERGED)
OCEAN AV	FERNANDINA BEACH	32034 LOTS 56 57 60 & 61 (SUBMERGED)
14TH ST N	FERNANDINA BEACH	32034 PT OF SEC 14-3N-28E
4074 FLETCHER AVE S	FERNANDINA BEACH	32034 IN OR 2025/1494
BEECH & 2ND ST ST	FERNANDINA BEACH	32034 PT BLK 272 BEING ONLY PT LYING
SADLER RD	FERNANDINA BEACH	32034 BLOCK 2 S1/2 OF LOT 14 &
1855 AMELIA OAKS DR	FERNANDINA BEACH	32034 TRACT C
2270 SADLER RD	FERNANDINA BEACH	32034 BLOCK 2 N196.5 FT OF W85.2 FT
46 FLETCHER AVE S	FERNANDINA BEACH	32034 LOTS 16 & 17 IN OR 1909/1822
TARPON AV	FERNANDINA BEACH	32034 IN OR 521 PG 483
MARIAN DR	FERNANDINA BEACH	32034 PT OF J PELOT GRANT SEC 11
KENNETH AV	FERNANDINA BEACH	32034 LOT 74 & PT LOTS 72 & 73
OFF SR 200	FERNANDINA BEACH	32034 PT OR 1903/336 & OR 1903/369
FRANKLIN ST	FERNANDINA BEACH	32034 BLOCK 64 LOTS 1 THRU 8
SUNRISE DR	FERNANDINA BEACH	32034 LOT 194 (EX S-1)
45 N 14TH PL	FERNANDINA BEACH	32034 BLK 253 PT OF LOTS 4 & 5 & PT
S 3RD ST	FERNANDINA BEACH	32034 BLOCK 281 LOTS 2-5 & PT OF
S 3RD ST	FERNANDINA BEACH	32034 BLOCK 281 LOTS 6-9 & PT OF 10
N 8TH ST	FERNANDINA BEACH	32034 BLOCK 73 LOTS 1 2 3 5 6 7 & 8

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SAFE HARBOR LN	FERNANDINA BEACH	32034	TRACT A (1.30 AC DRAINAGE POND
OFF ROBERT OLIVER AV	FERNANDINA BEACH	32034	IN OR 1645/1528
S SIDE SADLER RD	FERNANDINA BEACH	32034	PT OF GOVT LOT 6
ROBERT OLIVER AV	FERNANDINA BEACH	32034	PT OF SEC 1-2N-28E IN
N 10TH ST	FERNANDINA BEACH	32034	BLOCK 82 LOTS 2 3 4
N 11TH ST	FERNANDINA BEACH	32034	BLOCK 217 LOTS 1 2 3 8 9 & 10
N 12TH ST	FERNANDINA BEACH	32034	BLOCK 217 LOTS 6 & 7
N 14TH ST	FERNANDINA BEACH	32034	BLOCK 245 LOTS 5 6
N 13TH TE	FERNANDINA BEACH	32034	BLOCK 245 LOT 7
N 9TH & DADE ST	FERNANDINA BEACH	32034	BLOCK 76 LOT N1/2 OF 1
N 11TH ST	FERNANDINA BEACH	32034	BLOCK 83 LOTS 1 2 3 4 7 & 8
N 11TH ST	FERNANDINA BEACH	32034	BLOCK 218 LOTS 1 2
FRANKLIN & N 13TH ST	FERNANDINA BEACH	32034	BLOCK 246 LOTS 1 2 3 4 5 9 10
FRONT ST N	FERNANDINA BEACH	32034	PT OF LOTS 1 & 2
1ST AV	FERNANDINA BEACH	32034	PT OF BLK 18
OCEAN CAY S/D	FERNANDINA BEACH	32034	COMMON PROPERTY (HB1721)
FLETCHER AVE S	FERNANDINA BEACH	32034	TRACT 2
RIVERBEND WALK	FERNANDINA BEACH	32034	TRACT B
N 7TH ST	FERNANDINA BEACH	32034	BLOCK 43 LOTS 3,4,5,6
2982 PARK SQUARE PL	FERNANDINA BEACH	32034	LOT 1
3051 ROBERT OLIVER AVE	FERNANDINA BEACH	32034	TRACTS A B PT OR 968/208
ASHLEY CT	FERNANDINA BEACH	32034	LOT 11
ASKINS ST	FERNANDINA BEACH	32034	LOT 1
ASKINS ST	FERNANDINA BEACH	32034	LOT 4
FIRST AVENUE EX	FERNANDINA BEACH	32034	PARCEL "2" & WOODEN BOARDWALK
N FLETCHER AV	FERNANDINA BEACH	32034	BLOCK 4 LOTS 4 & 5
AMELIA ISLAND PKWY	FERNANDINA BEACH	32034	LOTS 35,36,37,39,103 & PT
AMELIA ISLAND PKWY	FERNANDINA BEACH	32034	PT LOTS 37,38,39,40,49,50,51,
HIRTH RD	FERNANDINA BEACH	32034	PT OF LOTS 59,60 & 61
2942 RIVERBEND WALK	FERNANDINA BEACH	32034	LOT 3
BAILEY RD	FERNANDINA BEACH	32034	PT LOT 58
2851 BAILEY RD	FERNANDINA BEACH	32034	LOTS 79,80 & 81 IN
125 HIRTH RD	FERNANDINA BEACH	32034	PT OF LOTS 83,84,85 & 86
SEA GRAPE DR	FERNANDINA BEACH	32034	TRACT A
SEA GRAPE DR	FERNANDINA BEACH	32034	RIGHT OF WAY
2890 SANTA MARIA DR	FERNANDINA BEACH	32034	FOR INFORMATION ONLY
S 8TH ST	FERNANDINA BEACH	32034	PT OF W1/2 OF LOT 29 (S-4)
2159 SHELL COVE CR	FERNANDINA BEACH	32034	TRACT G
00 RECORD	FERNANDINA BEACH	32034	DRAINAGE/RETENTION AREA
NECTARINE ST	FERNANDINA BEACH	32034	BLK 210 LOTS 8,9,10 & FRACL
NECTARINE ST	FERNANDINA BEACH	32034	BLOCK 211 ALL OF LOTS
HAMILTON CT	FERNANDINA BEACH	32034	LOT 48
S 14TH ST	FERNANDINA BEACH	32034	IN OR 1801/507
SADLER RD	FERNANDINA BEACH	32034	PT OF GOVT LOT 4
LIME ST	FERNANDINA BEACH	32034	BLOCK 235 LOTS 1 THRU 3
LIME ST	FERNANDINA BEACH	32034	BLOCK 235 LOTS 4 THRU 10
LAKE PARK DR	FERNANDINA BEACH	32034	COMMON HB 1721
15TH ST S	FERNANDINA BEACH	32034	TRACT A
15TH ST S	FERNANDINA BEACH	32034	TRACT C
15TH ST S	FERNANDINA BEACH	32034	RIGHT OF WAY

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1915 CITRONA DR	FERNANDINA BEACH	32034	PT OR 728/429
15TH ST S	FERNANDINA BEACH	32034	TRACT F
S 13TH ST	FERNANDINA BEACH	32034	BLOCK 240 LOTS 1 THRU 5 &
N 10TH ST	FERNANDINA BEACH	32034	BLOCK 78 LOTS 2 3 6
LYNDALE CIR	FERNANDINA BEACH	32034	LOT 56
LYNDALE CIR	FERNANDINA BEACH	32034	LOT 57
LYNDALE RD	FERNANDINA BEACH	32034	LOT 58
201 RIVERBEND DR	FERNANDINA BEACH	32034	TRACT A
649 AMELIA ISLAND PKWY	FERNANDINA BEACH	32034	LOT 34 & PT LOTS 35 & 36 IN
AMELIA ISLAND PKWY	FERNANDINA BEACH	32034	PT LOTS 39,40,41,48,49 & PT OF
1456 SIMMONS RD	FERNANDINA BEACH	32034	3-2N-28 S-1 PT OF LOTS 9 & 10
LYNDALE CIR	FERNANDINA BEACH	32034	LOT 55
998 14TH ST N	FERNANDINA BEACH	32034	BLOCK 255 LOTS 3 4 5
S 14TH & LIME ST	FERNANDINA BEACH	32034	BLOCK 197 ALL OF LOTS
N 14TH ST	FERNANDINA BEACH	32034	BLOCK 257 LOTS 1 2 & 3
N 15TH ST	FERNANDINA BEACH	32034	W1/2 OF N1/2 OF OUTLOT 6
N 14TH ST	FERNANDINA BEACH	32034	BLOCK 257 LOTS 4 5 6 7 8 9 10
CITRONA DR	FERNANDINA BEACH	32034	TRACT B (LAKE) 2.54 ACRES
PARK AV	FERNANDINA BEACH	32034	TRACT A (EX R/W IN
HEATHER ST	FERNANDINA BEACH	32034	TRACT O
HOMETOWN DR	FERNANDINA BEACH	32034	TRACT P (EX PT OR 1273/1786)
SCHOOL ST	FERNANDINA BEACH	32034	COMMON HB 1721
ISLE OF PALMS LN	FERNANDINA BEACH	32034	COMMON PROPERTY (HB1721)
832 14TH ST S	FERNANDINA BEACH	32034	BLOCK 264 LOTS 3 & 8
LIME ST	FERNANDINA BEACH	32034	PT LOT 14 OF SHADY GROVE SUB
00 RECORD	FERNANDINA BEACH	32034	TRACT A (RETENTION)
1700 HIGHLAND DUNES WY	FERNANDINA BEACH	32034	TRACTS A & B (RETENTION
121 FRONT ST N	FERNANDINA BEACH	32034	PT LOT 4 IN OR 1558/1622
GATEWAY BLVD	FERNANDINA BEACH	32034	PT OF LOTS 98 & 90 & ABDN R/W
GATEWAY BLVD	FERNANDINA BEACH	32034	PR LOTS 90 & 98 IN OR 2060/799
FRANKLIN ST	FERNANDINA BEACH	32034	BLOCK 65 LOTS 2 THRU 6 &
ROBERT OLIVER AVE	FERNANDINA BEACH	32034	LOT 2
HIGH RIGGER RD	FERNANDINA BEACH	32034	TRACT D
KETCH CT	FERNANDINA BEACH	32034	TRACT F
LYNDALE RD	FERNANDINA BEACH	32034	LOT 37
LYNDALE CIR	FERNANDINA BEACH	32034	LOT 38
LYNDALE CIR	FERNANDINA BEACH	32034	LOT 39
LYNDALE CIR	FERNANDINA BEACH	32034	LOT 40
LYNDALE CIR	FERNANDINA BEACH	32034	LOT 41
LYNDALE CIR	FERNANDINA BEACH	32034	LOT 45
4110 DUNEWOOD PL	FERNANDINA BEACH	32034	PT FRACL SEC 10-2N-28E IN
FLETCHER AVE S	FERNANDINA BEACH	32034	PT FRACL SEC 10-2N-28E IN
AMELIA ISLAND PKWY	FERNANDINA BEACH	32034	PT LOTS 35,36,39,40 & PT ABND
RIVERSIDE DR	FERNANDINA BEACH	32034	5-2N-28 LOT 66
00 RECORD	FERNANDINA BEACH	32034	TRACT A (RETENTION POND)
AMELIA ISLAND PKWY	FERNANDINA BEACH	32034	PT GOVT LOT 1 OF SEC 6-2N-28E
1420 SIMMONS RD	FERNANDINA BEACH	32034	3-2N-28 S-3 PT OF LOT 9 & 10
AMELIA RD	FERNANDINA BEACH	32034	PT W1/2 OF LOT 105 OF SUB OF
HAMILTON CT	FERNANDINA BEACH	32034	LOT 46
HAMILTON CT	FERNANDINA BEACH	32034	LOT 50

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HAMILTON CT	FERNANDINA BEACH	32034	LOT 51
LYNDALE CIR	FERNANDINA BEACH	32034	LOT 54
SIMMONS RD	FERNANDINA BEACH	32034	PT OF SECTION LYING BETWEEN
OFF DRURY RD	FERNANDINA BEACH	32034	PT OR 1707/1803
DRURY RD	FERNANDINA BEACH	32034	PT OF GOVT 1
FLETCHER AVE S	FERNANDINA BEACH	32034	LOTS 45 & 46 IN OR 1365/257 &
87 FLETCHER AVE S	FERNANDINA BEACH	32034	LOTS 50 & 51
2700 ATLANTIC AVE	FERNANDINA BEACH	32034	IN OR 680/847
CANOPY DR	FERNANDINA BEACH	32034	LOT 63
3799 AMELIA ISLAND PKWY	FERNANDINA BEACH	32034	LOT 32
LYNDALE RD	FERNANDINA BEACH	32034	LOT 33
LYNDALE RD	FERNANDINA BEACH	32034	LOT 34
LYNDALE RD	FERNANDINA BEACH	32034	LOT 35
LYNDALE CIR	FERNANDINA BEACH	32034	LOT 42
LYNDALE CIR	FERNANDINA BEACH	32034	LOT 43
LYNDALE CIR	FERNANDINA BEACH	32034	LOT 44
T J COURSON RD	FERNANDINA BEACH	32034	PT OF LOT 15 (S-6) &
HAMILTON CT	FERNANDINA BEACH	32034	LOT 47
SUSAN DR	FERNANDINA BEACH	32034	PT OF LOT 57 (S-1) &
SADLER RD	FERNANDINA BEACH	32034	IN OR 242 PG 439
WILL HARDEE RD	FERNANDINA BEACH	32034	IN OR 234/499
1ST AV	FERNANDINA BEACH	32034	BLOCK 11 LOTS 20 THRU 28
1927 ISLAND WALK WAY	FERNANDINA BEACH	32034	N1/2 OF LOT 37 E OF SO 14TH ST
NEIGHBOR ST	FERNANDINA BEACH	32034	COMMON HB 1721
1 PERIMETER PARK RD W	FERNANDINA BEACH	32034	TRACT M
1900 14TH ST S	FERNANDINA BEACH	32034	LOT 12 F/N/A S-2 OF LOT 28
1127 14TH ST S	FERNANDINA BEACH	32034	BLOCK 238 LOT 6
PARK AV	FERNANDINA BEACH	32034	TRACT A (EX AIR SPACE ESMT IN
PARK AV	FERNANDINA BEACH	32034	TRACT C
1140 14TH ST S	FERNANDINA BEACH	32034	BLK 265 PT OF LOTS 4 & 5 IN
N 10TH ST	FERNANDINA BEACH	32034	BLOCK 84 LOTS 1 2 3
	FERNANDINA BEACH	32034	RETENTION POND OR LAKE
2149 SADLER RD	FERNANDINA BEACH	32034	COMMERICAL PROPERTY WITHIN
N 15TH ST	FERNANDINA BEACH	32034	BLOCK 255 LOT 9
LAKE PARK DR	FERNANDINA BEACH	32034	TRACT C
1603 NECTARINE ST	FERNANDINA BEACH	32034	E 100FT OF N 53FT OF LOT 67
S 13TH ST	FERNANDINA BEACH	32034	BLOCK 233 LOT 8
1110 13TH ST S	FERNANDINA BEACH	32034	BLOCK 238 LOTS 4 & 5
PARKVIEW PL & HICKORY ST	FERNANDINA BEACH	32034	TRACT A - POND
3141 BAILEY RD	FERNANDINA BEACH	32034	5-2N-28 LOT 53 EX S-1
2187 SADLER RD	FERNANDINA BEACH	32034	BLOCK 1 N1/2 OF W1/2 OF LOT 23
105 DRURY RD	FERNANDINA BEACH	32034	LOT 2
SHANNON RD	FERNANDINA BEACH	32034	LOT 11
SAGO DR	FERNANDINA BEACH	32034	TRACT F

Sheet1

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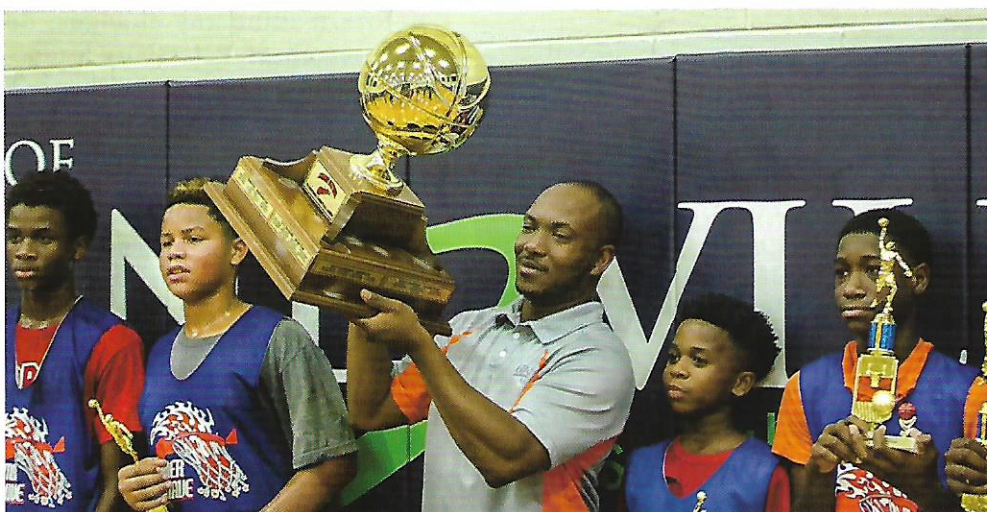
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Vacant Lands

This map displays those lands which are considered vacant private or privately owned natural areas or ponds, as designated by the Nassau County Property Appraiser. Any of these parcels would theoretically have potential usability for a park or greenspace area.





PHOTOS COURTESY OF THE CITY OF GAINESVILLE

FUNDING

Crowdfunding Improves Community Engagement

Citizen efforts lead to increased services

by Sheryl Jackson

Even in a good economy, there are always more demands placed on city departments than budgets allow. Requests for park or playground upgrades, growing interest in programs that cannot be expanded or ideas for new services from community members require staff to balance the needs of the community with the reality of the budget.

Some cities have turned to crowdfunding as a way to raise funds needed for a project and to engage their communities.

The definition of crowdfunding is: the practice of obtaining needed funding by soliciting contributions from a large number of people.

Although crowdfunding is most commonly associated with online fundraising platforms, the concept is not limited to online efforts.

EXPANDING A SUMMER PROGRAM

The City of Gainesville's Parks and Recreation Department chose to use an online crowdfunding project to raise funds to expand its summer program for at-risk youth. The 10-year-old Summer Heatwave program is a partnership between Gainesville's Parks and Recreation Department and Police Department and the State Attorney's Office to provide activities and a location for youth ages 13 to 18 during the summer. Designed to reduce crimes committed by juveniles, the program includes basketball, pool activities, teen lounges and life skills classes that develop positive behaviors.

"We had asked for an increase in our Summer Heatwave budget to bring the total to \$20,000, but the increase was not possible in 2014," said **Bob Woods, communications and marketing manager** for the City of Gainesville. Although the \$10,000 budgeted for the program would serve 500 teens, the goal was to expand

the number of youth served, offer additional classes to include arts and fitness, and add movie nights and more transportation.

The use of an online crowdfunding platform and the city's social media pages promoted the need to raise an additional \$10,000. "We did not offer any incentives for people to donate, but the feedback received was positive," said Woods. Not only was the fundraising goal reached, but people commented that they felt empowered to do something that made a difference, he added. "It did not matter if they gave \$5 or \$50; they knew how their contribution would help teens."

RENOVATING A PLAYGROUND

Originally built in 1991, Freedom Playground in Bill Dreggors Park in DeLand had changed from a fun place for families and children to a place with a rickety old wooden structure that needed renovation in 2014.

Today, Freedom Playground Next Generation boasts an accessible, all-inclusive play area that features swings, a merry-go-round, slides and a zip-line. The rebuild was made possible through a grassroots effort that raised more than \$300,000 for the project and by more than 1,000 volunteers who participated in a nine-day community build.

A series of brainstorming sessions between the parks and recreation staff and community members who wanted the playground improved led to town hall meetings to create support for the project. "We also went to local schools to ask children for their input on ideas we had for the playground," said **Rick Hall, director of parks and recreation** for the City of DeLand. "We tore down the old structure and created a bigger footprint, and used structures made of recyclable plastic material that will last 40 to 50 years rather than wood."

Community members raised \$380,000 of the \$850,000 project through their own efforts. Individual donations ranged from \$30,000 from one couple to \$10 from many to pennies donated by schoolchildren. Schools held contests to see what classrooms could raise the most money. Local businesses contributed funds or, if appropriate, materials or services – such as a crane – for the project.

“City funds were used to pay for the playground’s surface, a new drainage system, some playground materials, security cameras and parking lot improvements, but we estimate saving about \$700,000 on the total project as a result of volunteer labor for the rebuild and for donated material,” explained Hall. “Between 1,500 and 2,000 community members worked on the project in the planning, fundraising and construction.” The combination of volunteer fundraisers and volunteer builders led to a new playground area that is valued at \$1.5 million for almost half of the cost.

More importantly, the project engaged the community at a level Hall has not seen before. “The city did not participate in fundraising; we oversaw the engineering and building process,” he pointed out. “The volunteers publicized and coordinated the fundraising as well as recruitment of volunteers to build the new playground.”

Because the playground is used by people throughout the city as opposed to a few neighborhoods, the response was enthusiastic, said Hall. “Over 100,000 children have used the playground since it reopened in 2015.”

ENHANCING COMMUNITY ENGAGEMENT

It is not uncommon for citizens to call a parks and recreation department with an idea that they would like to see implemented in a park, and for years **Tampa** parks and recreation staff considered ideas in an informal manner. The challenge, however, is that the department doesn’t have a discretionary pot of money from which to fund unbudgeted projects.

“Our new Park Improvement Proposal process formalizes the application and gives us a chance to make sure everyone is clear about who is responsible for what part of the project,” explained

Paul Dial, director of parks and recreation for Tampa. “We don’t solicit funds, but the form asks the applicant to describe their responsibility for each stage of the project, which gives them an opportunity to identify funding sources.”

The application on the city website is submitted after the citizen discusses the project with a parks and recreation staff member to determine the scope of the project, feasibility and funding. “If the proposal is for the applicant to pay 100 percent of the improvement, with the city maintaining it, it is more likely to be approved,” said **Brad Suder, planning and design superintendent** for the Parks and Recreation Department. “If it is a project that has no funding, we can plan to put it in a future budget.” There are times that the city has saved money on a budgeted project, but use of the savings to fund one of the Park Improvement Proposals requires approval by the mayor and City Council, he added.

An example of a win-win for the city and the community is a butterfly garden planted by a Girl Scout troop. “The troop paid for the plants and maintains the garden, and our department helped choose the site within one of our parks and select appropriate plants,” said Suder.

Another improvement approved through the process were batting cages that were paid for by a baseball league. “We approved the project with the condition that the cages be open to anyone visiting the park, not just members of the league,” explained Suder.

Although the department has always considered ideas submitted by the public, formalizing the process identifies resources available for the project and enables staff members to coordinate with other departments that might be impacted. “Parks are used by many different organizations, so coordination is important to avoid conflicts,” said Suder. For example, a dog park might be a good idea, but residents adjacent to the area selected might object, or a community garden might be in a location for which a new sports field is planned in the next year. “We have to make sure it is the right type of improvement and that it won’t negatively affect other uses.”

Sheryl Jackson is a freelance writer. 



Tampa Butterfly Garden

PHOTO COURTESY OF THE CITY OF TAMPA

THREE QUESTIONS TO CONSIDER WHEN CROWDSOURCING

Working with community groups to enhance parks, recreation programs or other city facilities to benefit citizens doesn’t mean that city staff members solicit funds from individuals or businesses. In fact, the successful projects implemented in **Gainesville, DeLand** and **Tampa** demonstrate the value of community engagement for funding as well as volunteer support for city efforts.

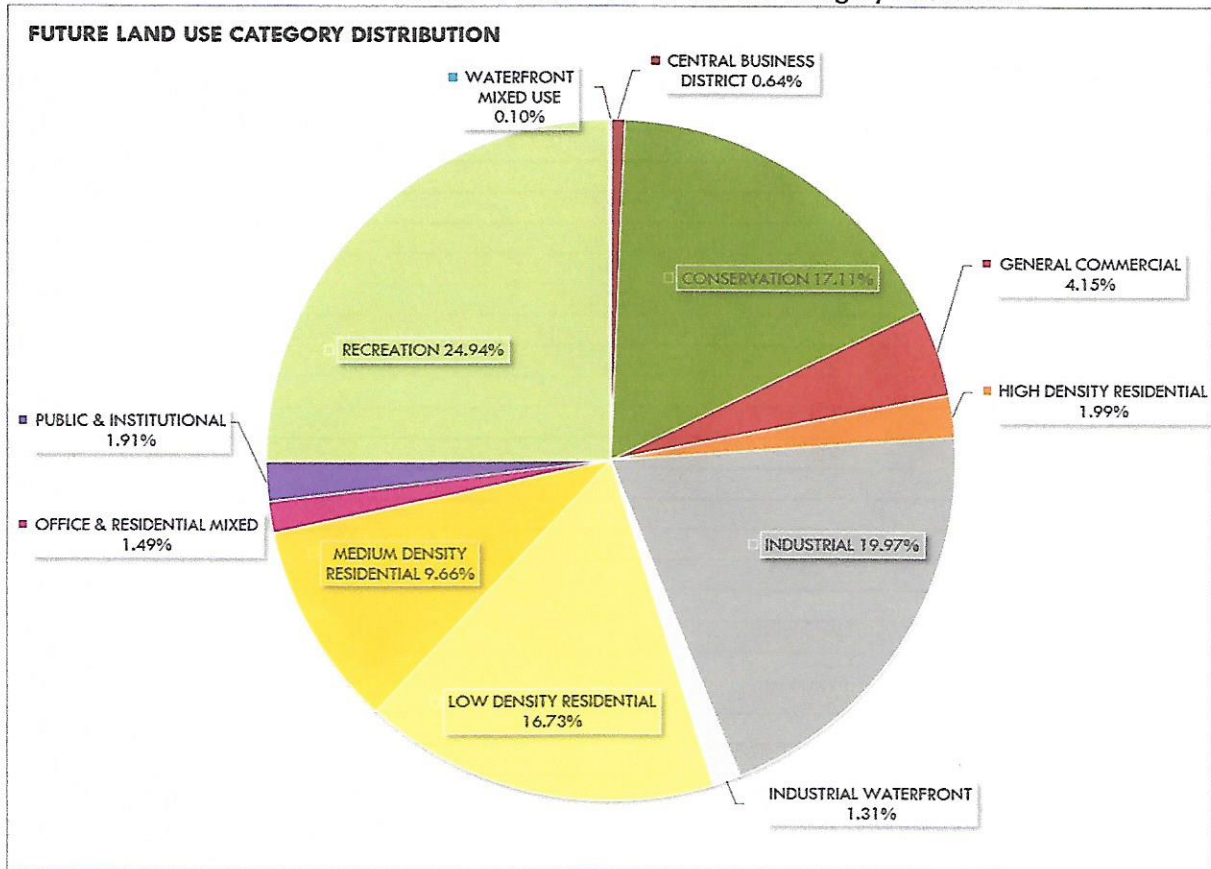
Before jumping into a crowdsourcing or community-funded project, ask these questions:

Is the project clearly defined? Make sure donors and volunteers understand who benefits, how the project adds value to the community and why it is important.

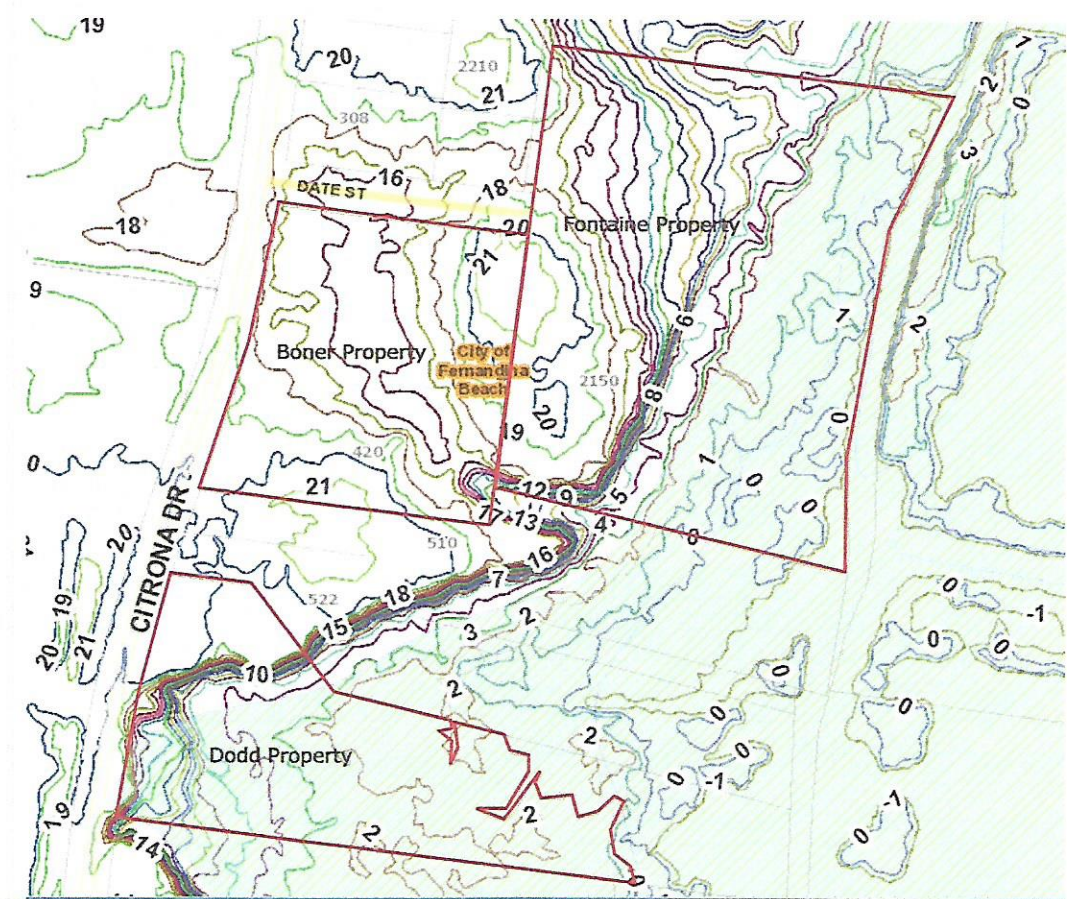
Is it the right type of improvement? Be clear about how the project or program fits with the city’s strategic plan or commitment to the community.

Can city staff handle the extra time and work required? Although all projects require some staff time, understand how much staff time or other city resources will be required.

Chart 1.6 Fernandina Beach Future Land Use Category Distribution



Source: Fernandina Beach Future Land Use Map, 2011



ORDINANCE 2018-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CREATING ARTICLE VIII, CONSERVATION AND PRESERVATION OF LAND UNDER CHAPTER 42, ENVIRONMENT; CREATING SECTION 42-190 OBJECTIVES; CREATING SECTION 42-191 PURPOSE AND INTENT; CREATING SECTION 42-192 DEFINITIONS; CREATING SECTION 42-193 LAND CONSERVATION TRUST FUND; CREATING SECTION 42-194 ADMINISTRATION; CREATING SECTION 42-195 PROPERTIES ELIGIBLE FOR ACQUISITION AND MANAGEMENT; CREATING SECTION 42-196 CRITERIA FOR EVALUATION OF LANDS; CREATING SECTION 42-197 ACQUISITION LIST; CREATING SECTION 42-198 NOMINATION OF ACQUISITION PROPOSALS; CREATING SECTION 42-199 PROCEDURES FOR SELECTIONS AND PURCHASE PROCEDURES; CREATING SECTION 42-200 MANAGEMENT AND USE OF ENVIRONMENTALLY SENSITIVE LANDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 24, 2018, the City Commission met in a workshop to set their primary goals for the next twelve months; and

WHEREAS, the City Commission is unanimously committed to land conservation and proper management of environmentally sensitive lands; and

WHEREAS, the City Commission has directed the City Manager and City Attorney to propose an ordinance creating a conservation and land management program and trust fund to benefit residents and visitors of Fernandina Beach; and

WHEREAS, it is in the best interests of residents and visitors for the City to adopt and commit to a conservation and land management program to ensure that the City's precious natural resources are protected.

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

SECTION 1. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new article under Chapter 42, titled "Article VIII Conservation and Preservation of Land" which shall read as follows:

ARTICLE VIII. CONSERVATION AND PRESERVATION OF LAND

SECTION 2. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 42-190 which section shall read as follows:

Sec. 42-190. - Objectives.

The objectives of the Fernandina Beach Land Conservation Program are the acquisition, conservation, preservation, restoration, and maintenance of:

- (1) Vital and significant threatened natural lands, marine forests, upland and wetland communities;
- (2) Environmentally sensitive lands;
- (3) Lands that have been altered but are capable of being restored;
- (4) Improved or unimproved lands that may be useful for conservation; and
- (5) Interests in lands such as conservation easements, scenic easements and any other interests, located within and adjacent to the city, for the benefit of present and future generations.

SECTION 3. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 42-191 which section shall read as follows:

Sec. 42-191. - Purpose and intent of article.

The purposes and intent of this article are as follows:

- (1) To acquire, protect and manage environmentally sensitive lands that contain natural upland or wetland communities, native plant communities, rare and endangered flora and fauna, endemic species, endangered species habitat, a diversity of species, significant water resources, or outstanding aesthetic or other natural features, maximizing protection of unique or endangered habitats;
- (2) To acquire, protect and manage environmentally sensitive lands that offer the best human social value, including equitable geographic distribution, natural resource-based recreation, and protection of water resources, local ecological awareness, and enhancement of the aesthetic setting of the city;
- (3) To acquire, protect and manage environmentally sensitive lands that serve to recharge the city's and county's aquifers and protect wetlands and surface water resources to ensure the delivery of clean and plentiful water supplies and provide flood control;
- (4) To acquire, protect and manage environmentally sensitive lands containing the most biological value, including biodiversity, listed species habitat, connectivity, restoration potential, and ecological quality;
- (5) To protect present conservation or preservation lands by acquiring, protecting and managing adjacent properties which, if not acquired, would threaten the environmental integrity of the existing resource, or which, if acquired, would enhance and buffer the environmental integrity of the resource, and add to resource connectivity;
- (6) To restore the natural functions, as necessary, to any impacted and vulnerable habitats which would then contribute significantly to fulfilling this program's goals;

(7) To help implement the objectives and policies of the Comprehensive Plan which have been promulgated to preserve and protect environmental protection areas designated in the Plan and other natural marine forest resources, wetlands, endangered species habitat, and vulnerable rare habitats;

(8) To identify the city's best and most endangered environmental lands for acquisition, protection and management by evaluating the biological and hydrological characteristics and viability of the resource, the vulnerability of the resource to degradation or destruction, and the feasibility of managing the resource to maintain its natural attributes;

(9) To manage acquired environmentally sensitive lands with the primary objectives of maintaining and preserving their natural resource values, and providing appropriate natural resource based recreational and educational opportunities, by employing management techniques that are most appropriate for each native community so that our natural heritage may be preserved and appreciated by and for present and future generations;

(10) To preserve lands that may not qualify as environmentally sensitive, but are otherwise worthy of restoration and preservation for the health, safety and welfare of the citizenry;

(11) To acquire and manage interests in land such as conservation easements, scenic easements and any other interests that may assist in conservation or preservation of lands;

(12) To protect natural resources which lie within the boundaries of other conservation land acquisition programs, where funds would leverage significant other matching sources of funding for other agency acquisition projects that would not be available without such a local match, or which would result in considerably higher funding rank in another program and to enter into interlocal or other agreements for conservation and preservation;

(13) To cooperate actively with other acquisition, conservation, and resource management programs, including, but not limited to, such programs as, the State of Florida Conservation and Recreation Lands program, the Land Acquisition Trust Fund, Florida Forever, and North Florida Land Trust, where the purposes of such programs are consistent with the purposes of this program.

(14) To provide for acquisition, maintenance and preservation of a system of passive parks.

SECTION 4. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 42-192 which section shall read as follows:

Sec. 42-192. - Definitions.

The following words and phrases, when used in this article, shall have the meanings ascribed to them in this section:

Acquisition project means 1 or more parcels of land that have been approved by the commission for conservation or preservation.

Acquisition proposal means an application for nomination or recommendation of 1 or more parcels of land, or interests in land, for conservation or preservation.

Buffer land means land which is adjacent to publicly owned environmental land, or privately held land permanently dedicated to conservation, or that land which is an in-holding within publicly owned environmental land, and which, if not acquired, would threaten the environmental integrity of the existing resource, or if acquired, would enhance the environmental integrity and connectivity of the resource.

Environmentally sensitive land means any land area and/or water resources that may be determined to contain naturally occurring and relatively unaltered flora, fauna, or geologic conditions. Environmentally sensitive lands may include historical and archeological resources, wetlands, wetland transition areas, estuarine shoreline areas; 100 year floodplains, open space, dune systems, wildlife habitat, and aquifer recharge areas. *See City of Fernandina Beach 2030 Comprehensive Plan Definitions and Acronyms.*

Management means the preservation, enhancement, restoration, conservation, monitoring, or maintenance of the natural resource values of lands which have been acquired or approved for management under this program, including provision of appropriate public access.

Natural resource-based recreation means all forms of uses which are consistent with the goals of this program and are compatible with the specific parcel. Such uses shall include but not be limited to hiking, nature photography, bird-watching, kayaking, canoeing, swimming, hunting and fishing.

Nonprofit organization means an organization as defined in section 501 of the United States Internal Revenue Code, which includes among its primary goals the conservation of natural resources and the protection of the environment.

Target protection areas means larger areas of environmentally sensitive land or other land within which are located specific sites which generally satisfy the initial screening criteria and meet the goals of this program.

SECTION 5. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 42-193 which section shall read as follows:

Sec. 42-193. - Land conservation trust fund.

The city commission hereby establishes the Fernandina Beach Land Conservation Trust Fund (the "fund") for use in acquiring and managing conservation and preservation lands in the city and for any purposes set forth in the Fernandina Beach Land Conservation Program (the "program"). The fund shall receive and disburse monies in accordance with the provisions in this section.

- (1) The fund may receive and apply monies from the following sources:
 - a. All monies accepted by the city in the form of federal, state, or other governmental grants, reimbursements, allocations, or appropriations, foundation or private grants, donations for acquisition of environmentally sensitive lands and payments provided for mitigation activity associated with such acquisition activity.
 - b. All monies from additional allocations as may be made by the city commission from time to time for the purposes set forth in the program.
 - c. All interest or other income generated from the sources identified herein except where monies received have been otherwise designated or restricted.

d. Funds from borrowing from any lawful source including without limitation loans or bonds; interlocal or other public or private agreements.

e. To invest any funds held in reserves or sinking funds, or any funds not required for immediate disbursement, in such investments as may be authorized for trust funds under F.S. § 215.47 as amended.

(2) The fund shall be maintained in a separate and segregated trust fund of the city to be used solely for the authorized purposes set forth in the program.

(3) Disbursements from the fund shall be made for the following authorized purposes:

a. Acquisition of properties which have been approved for purchase by resolution of the city commission.

b. Costs associated with each acquisition including, but not limited to, appraisals, surveys, title search work, real property taxes, documentary stamps and surtax fees, and other transaction costs.

c. Costs of administering the program, including any loans from the general fund for funding start-up costs until such time as the fund is closed. Administration of the program may be conducted by city staff or by contract with a private entity.

d. To undertake and carry out studies and analyses of program needs and ways of meeting those needs.

e. To acquire and dispose of real and personal property or any interest therein when such acquisition is necessary or appropriate to protect the natural environment, provide public access or public recreational facilities, preserve wildlife habitat areas or provide access to management of acquired lands; to acquire interests in land by means of land exchanges; and to enter into alternatives to the acquisition of fee interests in land, including the acquisition of easements, life estates, leases, and leaseback arrangements, and to make any other disbursements consistent with the purposes of the program.

f. To fund acquisitions consistent with the comprehensive plan or land development code.

g. To provide funding in cooperation with other local, regional, state, or federal public land acquisition programs or public-private ventures. The city may enter into agreements to acquire lands jointly or for eventual resale to other public land programs in Nassau County.

h. To borrow money through loans or the issuance of bonds for the purposes provided herein, to provide for and secure the payment thereof, and to provide for the rights of the holders thereof.

i. To insure and procure insurance against any loss in connection with any of the trust's operations, including without limitation:

1. The repayment of any loans to mortgage lenders or mortgage loans;
2. Any project;
3. Any bonds of the city; and
4. Insurance may be procured in such amounts and from such insurers, including the federal government, as may be deemed necessary or desirable by the city.

j. To engage the services of private consultants on a contract basis for rendering professional and technical assistance and advice.

k. To identify parcels of land that would be appropriate acquisitions.

l. To do any and all things necessary or convenient to carry out the purposes of and exercise the powers given and granted herein to the full extent of the law

SECTION 6. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 42-194 which section shall read as follows:

Sec. 42-194. - Administration.

The program shall be managed by the city manager through the designated administrative staff. The commission retains the authority to approve application proposals, borrowings, disbursements and disposition of property. The commission may approve interlocal or other agreements for the management of any portion or all of the program.

SECTION 7. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 42-195 which section shall read as follows:

Sec. 42-195. - Properties eligible for acquisition and management.

- (1) Properties eligible to be considered for acquisition and management under the program shall be only those lands, or interests in them, described in this article that are available from willing and voluntary participants.
- (2) Acquisition of property shall not be constrained based on the immediate availability of management money.
- (3) Any property not on the acquisition list which is offered for conveyance or donation to the city and is proposed for management under this program shall be evaluated as provided for in this article and may only be accepted and approved for management by the commission.

SECTION 8. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 42-196 which section shall read as follows:

Sec. 42-196. - Criteria for evaluation of lands for acquisition and management.

- (1) The evaluation of each acquisition proposal shall be based on satisfying at least 1 or more of the initial screening criteria below. Qualified sites shall then be further prioritized by secondary evaluative criteria listed below under subsection (2) of this section. The initial screening criteria are:
 - (a) Land with the most rare, unique and endangered habitats found in the city;
 - (b) Land offering the best human social values, including equitable geographic distribution, appropriate access for natural resource-based recreation, and enhancement of the aesthetic setting of the city;
 - (c) Land which protects the most water resource values, including aquifer recharge, water quality, wetland-dependent species habitat, and flood control;
 - (d) Land containing the most biological value, including biodiversity, listed species habitat, connectivity, restoration potential, and ecological quality;
 - (e) Land which enhances or protects the environment total value of current conservation lands through function as a buffer, ecological link, or habitat corridor;

- (f) Land which can be used to expand the Egans Creek Greenway system and parks; or
 - (g) Land which can be used for passive parks or open space as defined by the City of Fernandina Beach 2030 Comprehensive Plan.
- (2) Those proposed acquisition proposals which are initially qualified under the screening criteria shall be evaluated and ranked by the city's administrative staff using secondary ranking criteria based on site visit information which confirms or refutes the initial screening criteria evaluation, and based on comparative size (to prefer larger of similar parcels), vulnerability to destruction (to prefer most threatened of qualified parcels), overall resource ecological quality (to prefer highest quality of similar parcels) and the estimated feasibility and costs of management (to prefer most manageable parcels).
- (3) The commission shall approve and make a part hereof the attached initial list of target protection areas within which are located specific sites which generally satisfy the initial screening criteria and meet the goals of the program. Inclusion on this list is not a guarantee of any specific purchase. All specific proposals will be evaluated and ranked by the administrative staff for a recommendation of approval to the commission. In accordance with the goals, policies and procedures of this article, the following list is the first list of target protection areas adopted for consideration:
- (a) All designated conservation or preservation lands on the future land use map of the city's comprehensive plan with predominantly native vegetative cover.
 - (b) All natural resource protection areas, as shown on the future land use map.
 - (c) All undeveloped lands with predominantly native vegetative cover.
- (4) The city manager shall prepare and periodically update, for presentation to the commission, a Fernandina Beach Conservation Lands Program manual or brochure, developed by administrative staff, which, upon approval by the commission, shall be used as a guide for implementing the provisions of this article, and shall also include the initial and secondary criteria listed hereinabove for evaluating acquisition proposals.

SECTION 9. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 42-197 which section shall read as follows:

Sec. 42-197. - Acquisition list.

The overall Fernandina Beach Conservation Program Acquisition List shall consist of 2 specific lists: the target protection areas list and the active acquisition list. The commission shall approve both in accordance with the procedures set forth below:

- (1) The target protection areas list shall consist of lands representing the highest natural resource values (such as natural resource protection areas), but generally not specific parcels, and is initially approved by the commission and updated periodically by the commission. It is established and updated in accordance with program goals, procedures and criteria.
- (2) The active acquisition list shall consist of criteria-qualified sites that have been selected from target protection areas, as well as qualified acquisition proposals submitted by the public, all of which have received positive responses from the property owners. The active acquisition list shall be updated

periodically according to program procedures and criteria. Site acquisition proposals that receive the highest evaluations pursuant to the program criteria and for which acquisition is feasible will be placed on this list, pending approval by the commission.

(3) Once approved by the commission, the city shall actively pursue acquisition of projects on the active acquisition list. All sites shall be pursued on a voluntary basis only, without the use of the city's eminent domain powers.

(4) Projects will only be removed from the active acquisition list by successful purchase of the site, approval of the next succeeding list, withdrawal of positive interest by the property owner, or by resolution of the commission. Projects removed may still be considered at a later time.

SECTION 10. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 42-198 which section shall read as follows:

Sec. 42-198. - Nomination of acquisition proposals and candidate sites.

(1) Specific site consideration will be given to all individual properties which lie within the target protection areas list and which have generated a positive interest response to a letter of acquisition inquiry sent by the city's designated contact.

(2) Public and landowner applications nominating properties for acquisition may be submitted at any time, during or after the first annual public solicitation meeting (described below), by any person or organization, including the city, Nassau County, or other regional, state or federal agencies.

(3) All nominations shall be made by filing an application with the city manager, which will then be forwarded to designated administrative staff for review.

(4) The first such public solicitation meeting of the City Commission will take place by the end of the first year of implementation of the program. Future meetings will be held annually in conjunction with the city's budget cycle.

(5) If the applicant has an ownership interest in any real property covered by an application for proposed acquisition, such interest shall be disclosed in the same manner as required of zoning applicants, as required by the land development code and state law.

(6) If the applicant does not have an ownership interest in the real property covered by an application or if the applicant is a governmental agency, the name and address of the owner as listed in the property appraiser's records shall be provided with the application.

SECTION 11. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 42-199 which section shall read as follows:

Sec. 42-199. - Procedure for selection of acquisition proposals for placement on the active acquisition list and subsequent purchase procedures.

- (1) Administrative staff will send letters of inquiry to all property owners within the target protection areas. Positive responses will be forwarded to designated staff for preliminary review, using the initial screening criteria.
- (2) After the first annual public solicitation of nominations, property owner and publicly nominated projects will be forwarded first to city staff for the mailing of inquiry letters. Designated staff using the initial screening criteria will review all positive responses.
- (3) Nominated properties that do not fulfill the purposes of the program or do not satisfy the initial criteria will not be evaluated further. The city manager will notify the nominating person of the decision. If the nominating person disagrees with the decision of the city manager, that person may appeal the decision to the commission by filing an appeal with the city manager within 30 days after the date of mailing of the decision. The commission will conduct a hearing on the appeal and render a decision, which shall constitute final agency action.
- (4) Proposals which satisfy the initial screening are then considered by the administrative staff for secondary criteria review and ranking. Staff shall consider with each proposal: boundary and location maps for each site, descriptions of the biological and hydrological characteristics, including initial criteria satisfied, a summary of its potential for appropriate use, development potential of the site and adjacent land, an assessment of the management needs and costs, the assessed value, and any potentially available matching funds. This acquisition proposal information shall be in the initial criteria screening report.
- (5) Upon completion of the initial criteria screening report, the commission shall hold a public hearing to consider the recommendations regarding each site, the applicants' and landowners' comments, and comments from the public. A courtesy notice shall be provided to the owners of properties which are the subject of the hearing, although failure to notify said owners shall not invalidate these proceedings. The commission shall evaluate all qualified proposals using the secondary ranking criteria, the initial criteria screening report, and public comments, then propose top-ranked proposals for the active acquisition list at this hearing. Subsequent meetings may be called to complete this task.
- (6) The commission shall vote on whether to approve all or part of the proposed active acquisition list and any additions that may be added to it. Additions may be added but any additional properties must be subjected to the entire evaluation process.
- (7) After approval of the list, the administrative staff will prepare a project design report for each project, including appraisals, title research, history and purpose of project, and program qualifications.
- (8) The commission, after approval of the active acquisition list and the administrative staff's recommendations for negotiations, will instruct staff to negotiate for purchase for each listed project, with optional use of a 3rd party nonprofit organization negotiator, as authorized by the commission.
- (9) Upon successful completion of negotiations, staff will present to the commission the proposed contract terms for review and approval. Staff will also forward the recommendations for contracts recommended for approval and for contracts that should not proceed as negotiated.

SECTION 12. It is hereby proposed that the Code of Ordinances, City of Fernandina Beach, Florida, be hereby amended by adding a new section to be numbered 42-200 which section shall read as follows:

Sec. 42-200. - Management plans and use of environmentally sensitive lands.

(1) No later than 60 days from the date of acquisition, an interim management plan for any property acquired shall be submitted by staff to the commission for approval and shall be implemented by the city manager pursuant to the commission's direction. An interim management plan must be implemented within 2 years after acquisition of the property. Prior to the expiration of 2 years, either a new management plan shall be implemented or, by affirmative action of the commission, the interim plan shall continue.

(2) A final management plan, with required review and updating every 10 years, shall be prepared, for each property, and shall:

(a) Identify such management activities as are necessary to preserve, enhance, restore, conserve, maintain, or monitor the resource, as appropriate; and

(b) Identify such uses as are consistent with the preservation, enhancement, restoration, conservation, and maintenance of the resource; and

(c) Estimate the annual costs of managing the project.

(3) If the final management plan is submitted within 60 days prior to closing, an interim management plan shall not be required.

(4) Annually, the 10-year management plans prepared during the preceding year shall be submitted to the commission for review and update. Each 10-year management plan shall be updated at least every 5 years from the last date of commission approval, and may be amended as often as required.

(5) All management plans shall be consistent with the purposes set forth herein. All properties acquired or managed through program shall be managed in accordance with the approved management plan for that property.

(6) No use, infrastructure, or improvement shall be permitted on any property acquired or managed under the program that is inconsistent with the purposes of the program or that is not provided by an approved management plan for the property.

(7) The city will seek cooperative management arrangements with other agencies and entities.

(8) Purchasing land using program funds permanently extinguishes all development rights except those strictly compatible with the purposes and goals of the program.

(9) Public access is an important element of management and this program. Examples of permitted uses, subject to compatibility with specific parcels, include: hiking, nature photography, bird-watching, kayaking, canoeing, swimming, hunting and fishing. The program will also make the acquired sites available, with minimal risk to the environmental integrity of the site, to educate Nassau County's school-

age population and the general public about the uniqueness and importance of the city's ecosystems and natural communities.

(10) Passive use parks will be an element of this program.

SECTION 13. Severability. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 14. Effective Date. This Ordinance shall take effect immediately upon its final passage and adoption.

ADOPTED this 19th day of June, 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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Waterfront Park Development

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Lednovich.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 01/16/2019

Date: January 09, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:



20 YEARS ON THE WATERFRONT

1999 VISION 2000 TO TODAY

Waterfront Park Planning Efforts + Sequence of Events	
Pre-1990	Marina/Waterfront + 8th Street Various Planning Efforts
1999	Vision 2000
2002	Waterfronts Task Force formed
2003- 2004	- Initial CRA Efforts and Discussion at City Commission and Staff Levels Fleet & Associates Waterfront Master Plan
2005	- Vision 2020 - City designation as a Waterfronts Florida Partnership Community - Award of Big P Grant for Marina/ Boardwalk improvements
2006	Waterfronts Community Vision Adopted following workshops
2007	PRAC and WFC park plans developed independently then, later merged
2008	CC approved Conceptual Plan for Lots A-D
2009	- CC 2-year goal setting process identified downtown revitalization WFC & PRAC Approved Schematic Plan for Lots A-D - Bath House Rehab, Marine Welcome Center, Sun Shelters, + Utility Enclosure Constructed - HDC Conceptually Approves Waterfront Park and Front Street Elements
2010	- Grading, Parking, Irrigation, and Sod/ Landscaping work completed in Lots C + D (Phase 1 of Schematic Plan) - Arbor Day Event- Palms Planted along boardwalk in lots A + B - HDC + CC Workshop to discuss Downtown Revitalization (July) - Ed McMahon of ULI visit (September) - Restoration Foundation / City Staff Meetings (November)
2011	- City formed partnership with the Restoration Foundation (January) - Held public outreach and workshops (February to May) - Approved a 5-year Strategic Plan known as Forward Fernandina or F2 (Res 2011-118) - ZCA Schematic Engineering Work Completed for Park and Front Street - CC borrows \$1,884,000 (Res 2011-170) to complete initial efforts towards F2 plan - Front Street Redevelopment Project Kick-Off (December) Waterfront Advisory Group formed to review park elements prior to additional engineering and submission of SJRWMD permit request
2012	- CC Approves revised Waterfront Park Plan (conceptually for further work) in March - ZCA Front Street Construction Drawings completed - HDC Review Approved (COA Issued) - TRC Reviews Completed - SJRWMD Stormwater Management Permit Issued for Front Street - CRA Advisory Board formed (Summer)
2013	- Resolution 2013-23 instructs pre-payment of \$1,011,348.86 of the F2 loan - Resolution 2013-27 Budget Amendment to prepay principal note and eliminate specific projects identified in the F2 plan

2009 CONCEPT DRAWING



[illegible]

IV. STRATEGIC PLAN GOALS FY 2011-2016

This strategic plan is intended as a management tool to guide the City Commission and City staff as they work together for the good of the City, its residents, and visitors. Successful implementation of this strategic plan requires a consistent commitment and shared leadership between Commission members, the City Manager, and other senior staff to work strategically and efficiently with available resources. The Commission and staff will also seek to establish and maintain partnerships that facilitate accomplishment of the following goals:

Goal 1: Complete the Waterfront Park and Associated Waterfront Improvements

- 1.01 Reconstruct Front Street and Improve all Infrastructure and Complete the Waterfront Park at lots A-D
- 1.02 Alachua Street Vehicular Railroad Crossing Improvements and Opening

Goal 2: Focus on Downtown Revitalization

- 2.01 Develop a Five Year Plan for the Revitalization of Centre Street
- 2.02 Acquire the Downtown Post Office Building—Restore the Exterior of the Structure and Determine an Appropriate Adaptive Reuse
- 2.03 Cooperatively work with Nassau County to address the needs of the Fernandina Beach Library and Address Additional Library Facilities

Goal 3: Work towards 8th Street Improvements

- 3.01 Support FDOT Landscaping Project
- 3.02 Improve Entryway and Signage
- 3.03 Conduct Strength Weaknesses Opportunities and Threats (SWOT) Analysis and/ or Market Study
- 3.04 Establish Monetary and Non-Monetary Incentives for Property Owners to make Improvements to their Properties
- 3.05 Evaluation Zoning Strategies
- 3.06 Coordinate with Nassau County to Adopt Uniform Design Standards for Landscaping and Signage along A1A/ SR 200/ 8th Street on the Island.

Goal 4: Address Neighborhoods Surrounding the Downtown Core

- 4.01 Conduct an Assessment of Existing Infrastructure serving the Surrounding Neighborhoods to Provide Better Linkages to the Downtown Core and determine any Needed Improvements
- 4.02 Prioritize Proposed Neighborhood Improvements and Undertake those Improvements.
- 4.03 Focus on Urban Forestry and Protection Canopy Tree Cover

To support implementation of the strategic plan from 2011-2016, the City Commission and City staff will:

- **Track and Improve Performance**
 1. Review the strategic plan progress at Commission meetings on a quarterly basis.
 2. Use the plan as a framework for assessing annual City Manager performance.
 3. Use the plan as a framework for assessing annual City staff performance.
- **Align Financial Resources**
 1. Align the City budget with strategic plan goals and objectives.

FORWARD FERNANDINA STRATEGY/GOALS

FORWARD FERNANDINA PERFORMANCE METRICS

PERFORMANCE MEASURES FOR FY 2011-2016					
GOALS AND ACTION STRATEGIES	IMPLEMENTATION TIMELINE: 2011-2016 (FY 1-5)				
	2011-2016 Total Costs	Fiscal Year	Funding Source/Grant Opportunities	Performance Measures + Notes	Potential Partnerships
GOAL # 1: Complete Front Street Redevelopment and Associated Waterfront Park Improvements					
1.01 Reconstruct Front Street and improve all infrastructure and Complete the Waterfront Park at Lots A-D		FY 1-5			
1.01.01 Develop detailed construction plans and project phasing. Apply for and obtain SJRWMD stormwater permit.	\$185,000	FY 1	Bond or Bank Loan with repayment of debt service from electrical and natural gas franchise fees and CRA revenue	Award task order to Zev Cohen to complete detailed construction plans (60% overall; 100% for projects in FY 1) for Front Street and the waterfront parks and determine phasing schedule for proposed improvements.	
1.01.02 Develop a comprehensive funding/financing program for all of the proposed improvements.	\$125,000	FY 1	Bond or Bank Loan with repayment of debt service from electrical and natural gas franchise fees and CRA revenue	Select consultants and/or financials advisors and cooperatively work with them to develop a reasonable and rational funding plan/schedule for the improvement plan.	Amelia Island/ Fernandina Restoration Foundation (AIFRF)
1.01.03 Initiate and complete the reconstruction of Front Street from Ash Street to Broome Street including all infrastructure, sidewalks and safety improvements.	\$1,500,000	FY 1-2	Federal Grant proceeds with remaining from Bond or Bank Loan with repayment of debt service from electrical and natural gas franchise fees and CRA revenue	Initiate construction for the improvement of Front Street and accompanying utility improvements.	
1.01.04 Develop and Improve Waterfront Parks A-D.	\$2,000,000	FY 2-3	Bond or Bank Loan with repayment of debt service from electrical and natural gas franchise fees, CRA revenues, Impact Fees and remaining GOB proceeds	Initiate the construction and improvement of Waterfront Park on Lots A-D.	
1.01.05 Complete the reconstruction and improvement of 2nd Street and Broome Street.	\$300,000	FY 4-5	Bond or Bank Loan with repayment of debt service from electrical and natural gas franchise fees, CRA revenues and special assesment (Developer contribution).	Initiate the improvement of 2nd Street and Broome Street	Adjacent Property Owners
1.02 Alachua Street Improvements and Opening		FY1-2			
1.02.01 Enter into a contract with the Railroad to open the Alachua Street crossing with the appropriate safety and crossing improvements and resurface Alachua Street from 2nd Street to the improved crossing.	\$750,000	FY 1-2	Impact Fees, 300 Fund, Bond or Bank Loan.	Work cooperatively with RR's to open and improve the railroad crossing at Alachua Street and Front Street intersection and resurface and improve Alachua Street from 2nd Street to the crossing.	CSX & First Coast Railroads

Fernandina Beach Waterfront Redevelopment

Park Development

Site Features & Amenities - Opinion of Costs

Revised - May 13, 2012

ITEM	QTY.	UNITS	UNIT COST	TOTAL	Ranking (1, 2, 3)		
A. Site Amenities/Site Furnishings:							
1. Retail/ Restaurant	1	LS	\$ 215,000.00	\$ 215,000.00	1	2	3
2. Performance Pavilion	1	EA	\$ 250,000.00	\$ 250,000.00	1	2	3
3. Multi-Purpose Facility	1	EA	\$ 125,000.00	\$ 125,000.00	1	2	3
4. Party/Wedding Pavilion	1	EA	\$ 60,000.00	\$ 60,000.00	1	2	3
5. Picnic Shelter	1	EA	\$ 25,000.00	\$ 25,000.00	1	2	3
6. Interactive Splash Fountain	1	LS	\$ 200,000.00	\$ 200,000.00	1	2	3
7. Water Feature w/ Natural Edge	3,800	SF	\$ 15.00	\$ 57,000.00	1	2	3
8. Fountain w/ Timeline	1	LS	\$ 40,000.00	\$ 40,000.00	1	2	3
9. Ticket Booth Relocation	1	LS	\$ 5,000.00	\$ 5,000.00	1	2	3
10. Entrance Pergola	3	EA	\$ 3,500.00	\$ 10,500.00	1	2	3
11. Promenade Terminus	1	LS	\$ 25,000.00	\$ 25,000.00	1	2	3
12. Playground	1	LS	\$ 35,000.00	\$ 35,000.00	1	2	3
13. Playground Shade Structure	1	LS	\$ 35,000.00	\$ 35,000.00	1	2	3
14. Boat Ramp Bridge	750	SF	\$ 70.00	\$ 52,500.00	1	2	3
15. Boardwalk Extension	1,100	SF	\$ 35.00	\$ 38,500.00	1	2	3
16. Viewing Pier	1,700	SF	\$ 35.00	\$ 59,500.00	1	2	3
17. Benches	48	EA	\$ 750.00	\$ 36,000.00	1	2	3
18. Tables (Splash Fountain Plaza)	6	EA	\$ 1,200.00	\$ 7,200.00	1	2	3
19. Trash Receptacles	22	EA	\$ 750.00	\$ 16,500.00	1	2	3
20. Bike Rack	4	EA	\$ 750.00	\$ 3,000.00	1	2	3
21. Flag Pole Assembly	8	EA	\$ 1,500.00	\$ 12,000.00	1	2	3
22. VeteranS Memorial (by others)				\$ -	1	2	3
SITE FEATURES & AMENITIES TOTAL				\$1,307,700.00			
SUBTOTAL				\$1,307,700.00			
Mobilization/Bonding				\$ 15,000.00			
15% Contingency				\$ 196,155.00			
GRAND TOTAL				\$1,518,855.00			

Legend:

EA = Each

SF = Square Foot

LS = Lump Sum

OUR INVESTMENT THUS FAR:

- \$450,000 ZEV COHEN ENGINEERING DRAWINGS

Fernandina Observer™

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— FLORIDA HURRICANE CONSUMER
ASSISTANCE: IT'S JUST A CLICK AWAY

BARNABAS CENTER & PARTNERS WORK
TOGETHER TO HELP NASSAU COUNTY DURING
RECOVERY PERIOD —

Amelia Waterfront Park: what next?

Submitted by **Suanne Z. Thamm**
Reporter – News Analyst
September 24, 2017 05:10 p.m.



OVERHEAD VIEW OF AMELIA RIVERFRONT TODAY AND SITE OF PROPOSED PARK

During the September 19, 2017 City Commission Regular Meeting, Senior Planner Kelly Gibson provided the Fernandina Beach City Commission (FBCC) with a review of plans and projects proposed and/or adopted for Amelia Riverfront

FERNANDINA BEACH

65° broken clouds
humidity: 60%
wind: 16mph ENE
H: 64 • L: 64

72° WED 71° THU 53° FRI 54° SAT

Weather from OpenWeatherMap

SEARCH

Oxley-Heard
Funeral Directors

[Click for Life Legacies](#)

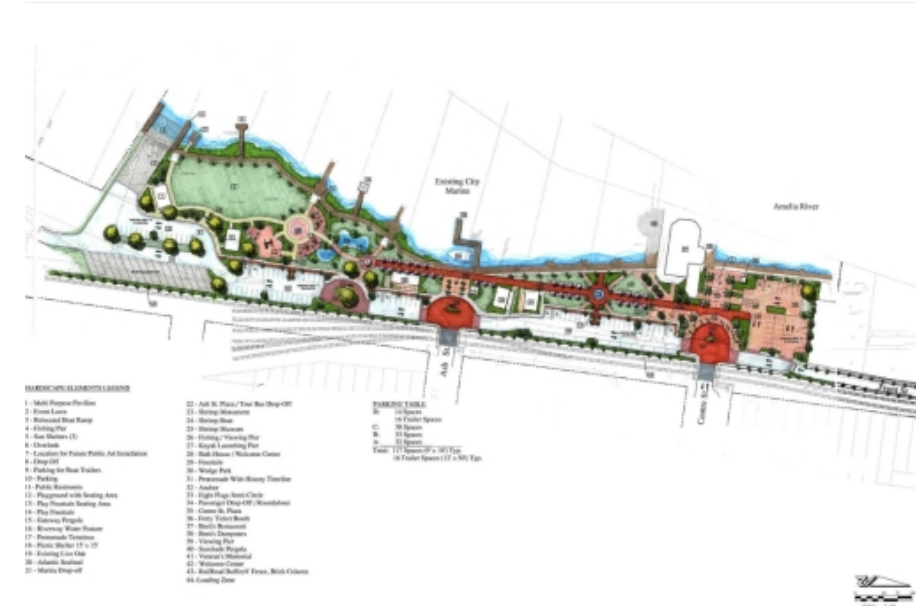
**Congratulations to
WestRock's Fernandina Mill
for Celebrating its
80th Anniversary!**



WHAT'S NEXT?

NEXT STEPS

1. WHAT'S OUR VISION (DECIDE BY WHEN?)
2. PARK DESIGN, FRONT STREET, ALACHUA ETC. PLANS (BEGIN WHEN?)
3. FUNDING (BEGIN/DECIDE BY WHEN?)
4. OTHER CONSIDERATIONS



JUST DO IT. 

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
2017/2018 City Commission Goal Review

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Lednovich.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 01/16/2019

Date: January 09, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
 Main Beach Boardwalk

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Ross.

The intent of this item is to discuss permitting and funding to construct phase two of the Main Beach boardwalk.

FISCAL IMPACT: To be determined based on the outcome of City Commission discussion.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 01/17/2019

Dale Martin, City Manager 01/24/2019



Date: January 17, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Chip Ross

To:

Asa Gillette [Asa@gilletteassociates.com]

Cc:

Chip Ross

Saturday, October 20, 2018 2:35 P

Thank you. What would it cost to get an estimated cost of construction and a materials list?

chip ross

From: Asa Gillette [Asa@gilletteassociates.com]

Sent: Friday, October 19, 2018 8:47 AM

To: Chip Ross

Cc: Tricia Bowen

Subject: Main Beach Boardwalk

Chip:

Per our conversation, the FDEP permit has expired for the Phase 2 portion of the Main Beach Boardwalk system, therefore we would need to re-permit it. The Florida Building Code has also changed, so the structural drawings and wind loads would need to be updated as well. We assume at this time that the existing design (see attached) would remain the same and we would essentially re-permit the previously approved design. We would also recommend an updated topographic survey for the phase 2 portion since the dune systems fluctuate constantly. Below are some budget numbers for engineering design and permitting with FDEP for construction east of the CCCL.

- Updated Topographic Survey: \$3,000.00
- Engineering Design Update: \$2,500.00
- FDEP Permitting: \$3,500.00
- Project Administration: \$1,250.00

Total Estimate: \$10,250.00

Hope that helps and hit me back with any questions. Thanks.

Asa R. Gillette, P.E.

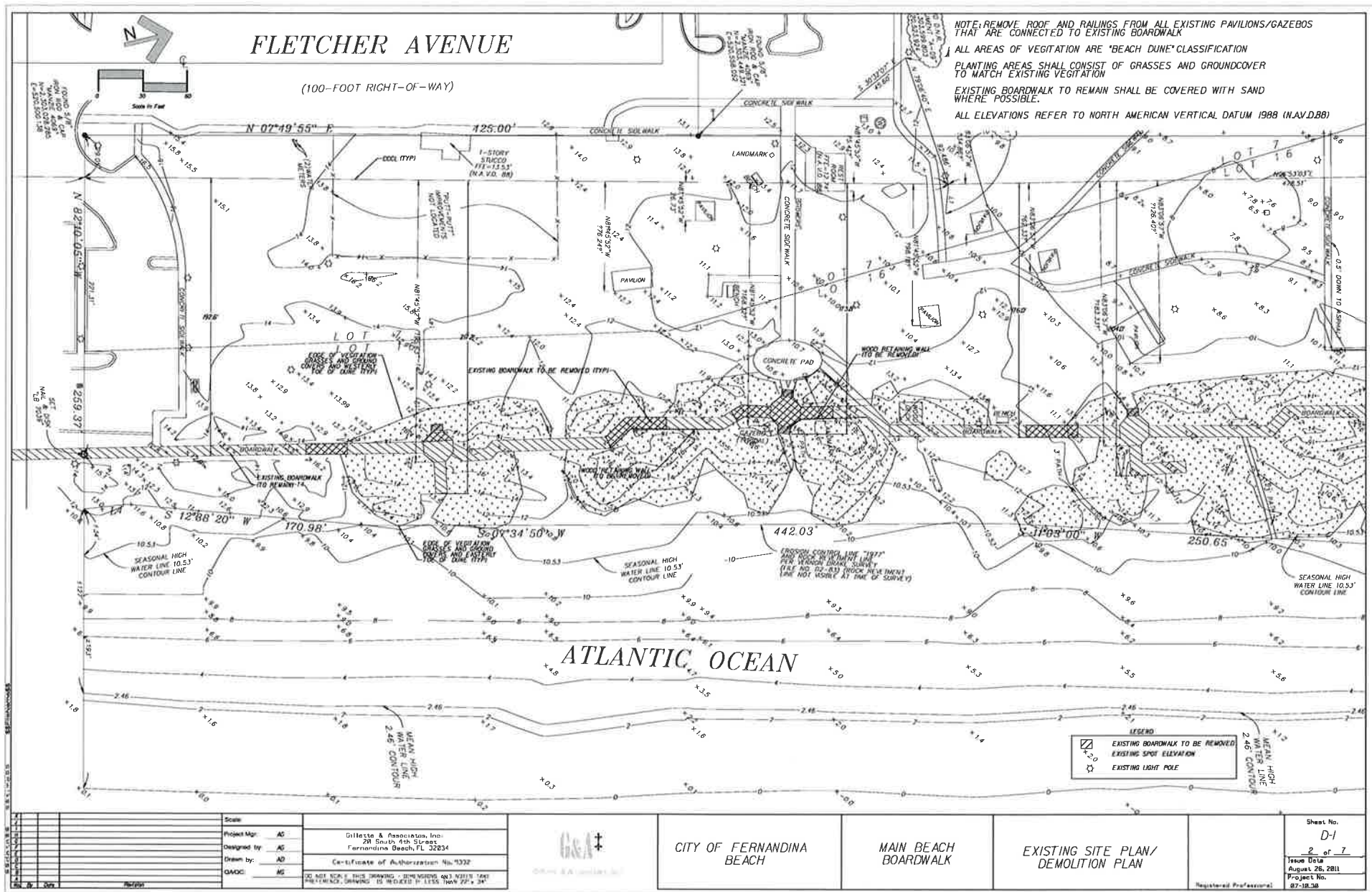
Principal

Gillette and Associates, Inc.

20 South 4th Street

Fernandina Beach, FL 32034

P: 904-261-8819



Scale:	1" = 30'
Project No.:	AS
Designed by:	AS
Drawn by:	AD
Checked by:	MS
DATE:	08/26/2011
PROJECT:	DEMOLITION OF EXISTING BOARDWALK AND PAVILION AT FLETCHER AVENUE AND MAIN BEACH BOARDWALK
Client:	Gillette & Associates, Inc. 28 South 4th Street Fernandina Beach, FL 32834
Engineer:	Certificate of Authorization No. 1332
Notes:	DO NOT SCALE THIS DRAWING. DIMENSIONS AND NOTATIONS TAKE PRECEDENCE. DRAWING IS PROVIDED BY 1:155. DRAWN BY: 3/4"



CITY OF FERNANDINA
BEACH

MAIN BEACH
BOARDWALK

EXISTING SITE PLAN/
DEMOLITION PLAN

Sheet No.	D-1
of	7
Issue Date	August 26, 2011
Project No.	07-18-38
Registered Professional:	

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

CITY OF FERNANDINA BEACH, FLORIDA
MAIN BEACH - ELEVATED BOARDWALK
 FERNANDINA BEACH, FLORIDA

PREPARED BY:
 GILLETTE AND ASSOCIATES, INC.
 20 SOUTH 4TH STREET
 FERNANDINA BEACH, FL 32034
 PHONE: 904-261-8819
 FAX: 904-261-9905
 ASA R. GILLETTE, P.E.
 FL P.E. NO. 56177

WIND LOAD BASIS:
 FLORIDA BUILDING CODE, 2007 W/09 REVISIONS
 LOCATION: FERNANDINA BEACH, FL
 WIND VELOCITY: 120 MPH
 EXPOSURE CATEGORY: "C"
 IMPORTANCE FACTOR: 1.0
 INT. PRESSURE COEFF.: 0
 DECK HEIGHT: VARIES
 SLOPE: PER PLANS, N.T.E. 1:12
 WALKWAY MODELED AS AN OPEN STRUCTURE

- REFERENCES:
- 1) FLORIDA BUILDING CODE, 2007 W/2009 REVISIONS
 - 2) AMERICAN INSTITUTE OF TIMBER CONSTRUCTION
 - 2) ASCE 7-02, CHAPTER 6

DESIGN WIND PROCEDURES FOR WALLS					
LOCATION	WLD CLASSIFICATION	V (MPH)	EXPOS.	P1 (PSF)	
WALLS	OPEN	120	C	+33.8	

DESIGN WIND PROCEDURES FOR CORR. & CLAD ROOF					
LOCATION	ZONE	S	A W.T.	P1 (PSF)	P2 (PSF)
WALLS	4	WA	10 S.F.	+36.4	-36.3
WALLS	5	WA	10 S.F.	+36.4	-48.9

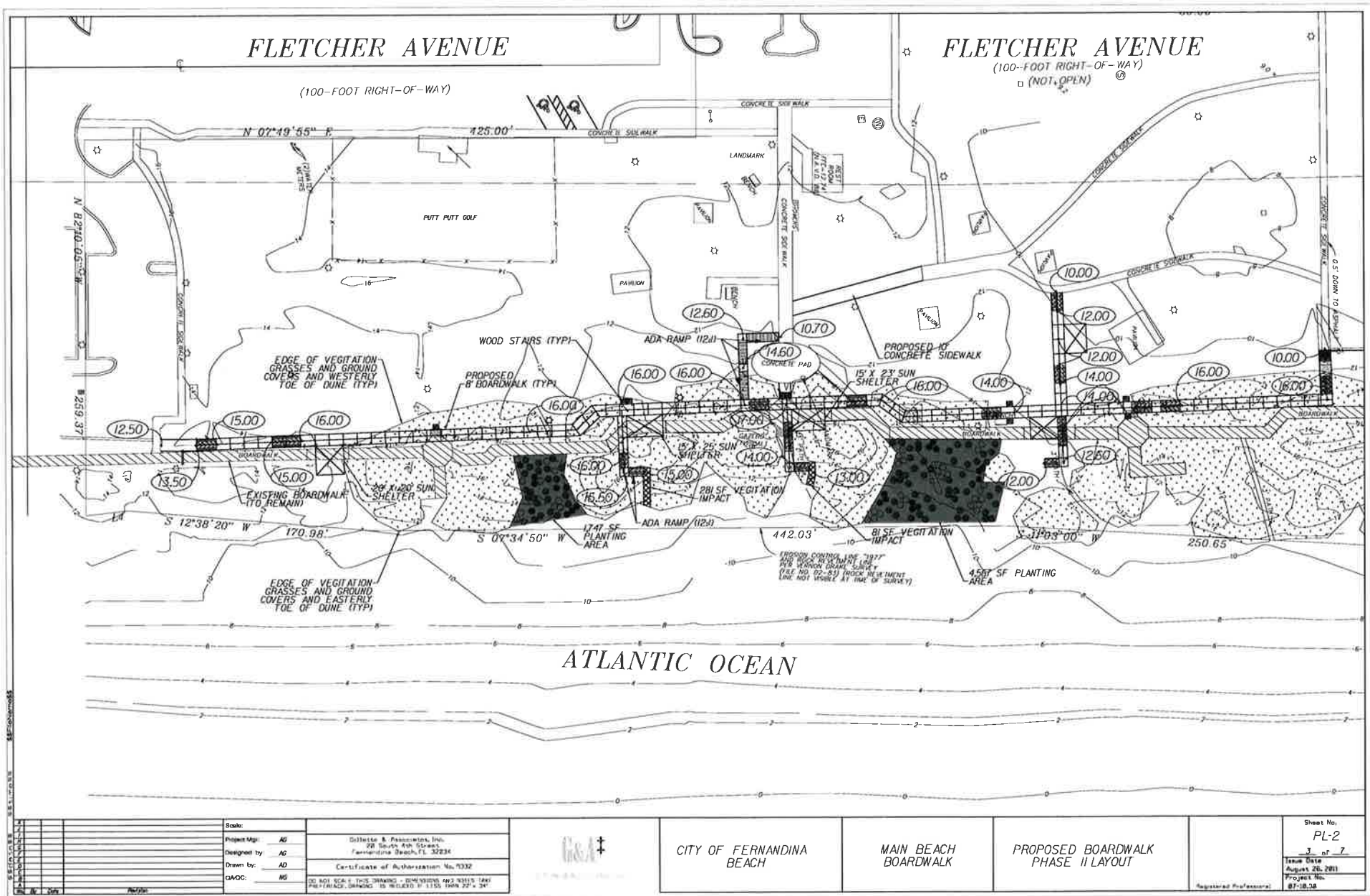
PRELIMINARY ONLY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
1	04/29/11	DESIGNED BY - ASCE 7-02
2	04/29/11	DESIGNED BY - ASCE 7-02
3	04/29/11	DESIGNED BY - ASCE 7-02
4	04/29/11	DESIGNED BY - ASCE 7-02

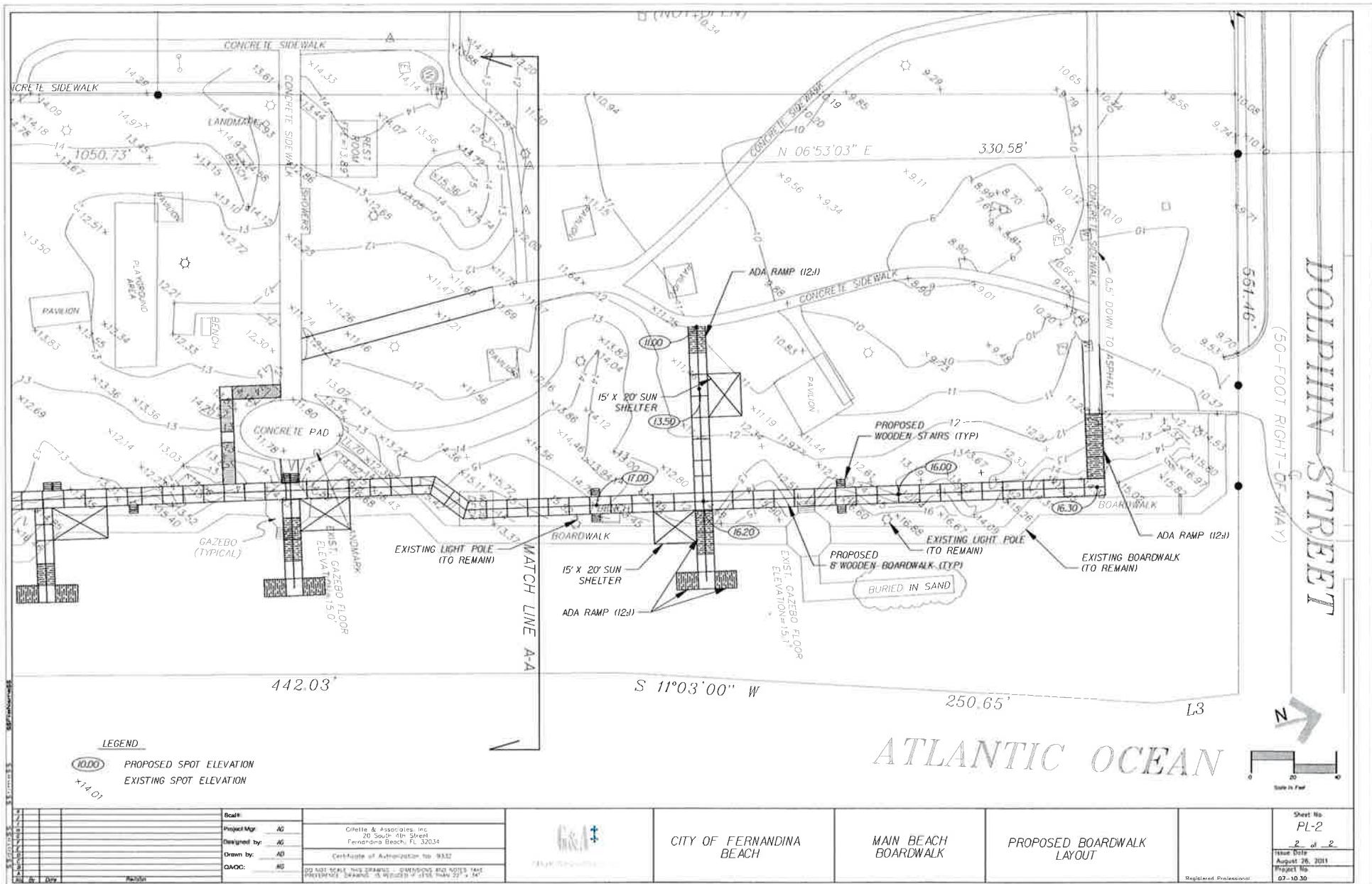
GILLETTE & ASSOCIATES, INC. CIVIL, MECHANICAL, ELECTRICAL, & STRUCTURAL ENGINEERING COMPANY OF ASSOCIATES IN FLA. 20 S. 4TH STREET • FERNANDINA BEACH, FL 32034 PHONE: 904-261-8819 • FAX: 904-261-9905	
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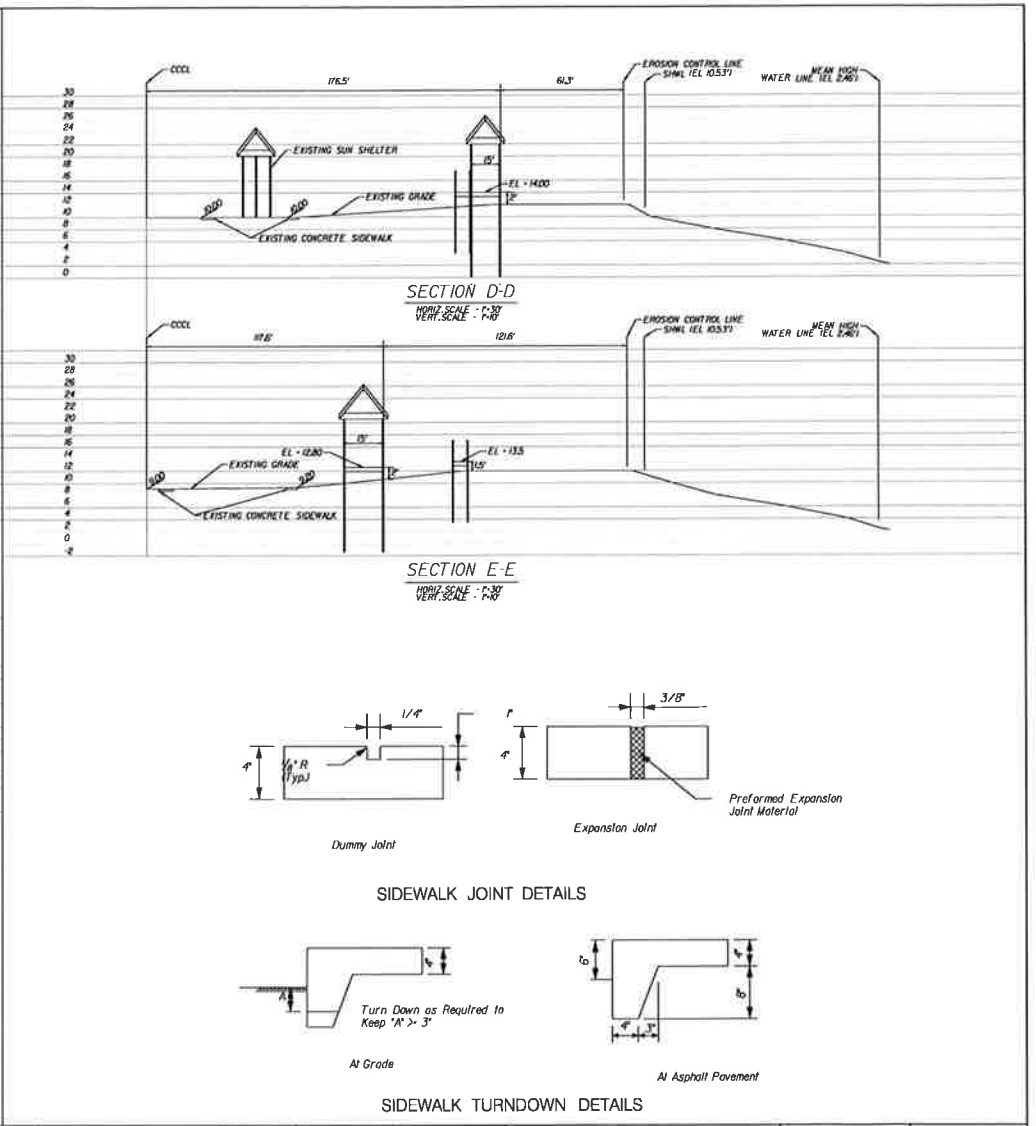
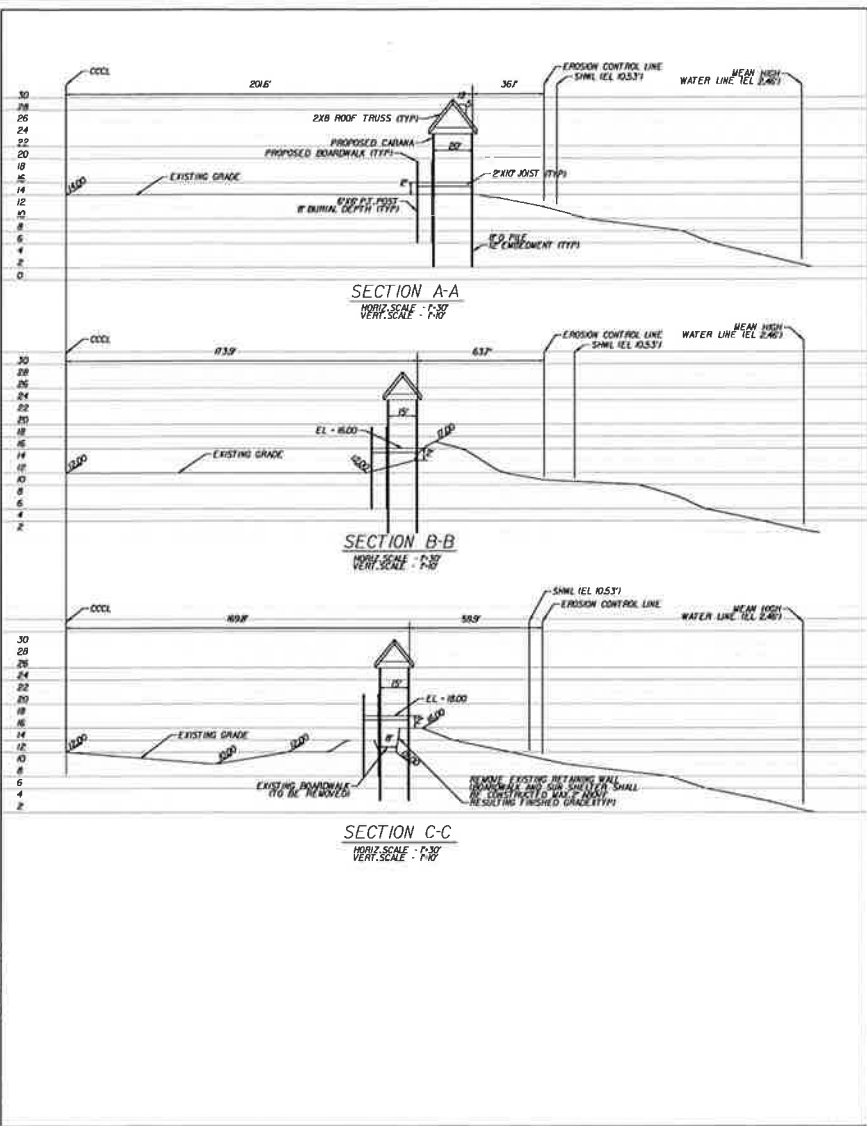
CITY OF FERNANDINA BEACH MAIN BEACH BOARDWALK & CABANAS FLETCHER AVENUE FERNANDINA BEACH, FL CONTRACTOR: T.B.D.

COVER DRAWING
DWG NO. REV CVR D
SCALE AS NOTED
DATE 4/29/11
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DRW BY AG
CHK BY ARG



Scale: Project Mgr: AD Designed by: AD Drawn by: AD CAOC: NG	City of Fernandina Beach, FL 32234 Certificate of Authorization No. 1332 DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE. PRINTING IS RELEASED BY 1155 1500 22" x 34"	G&A	CITY OF FERNANDINA BEACH	MAIN BEACH BOARDWALK	PROPOSED BOARDWALK PHASE II LAYOUT	Sheet No. PL-2 3 of 7 Issue Date August 26, 2011 Project No. 07-18-28 Registered Professional
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Scale: Project Mgr: AD Designed by: AD Drawn by: AD QA/QC: MS	City of Fernandina Beach, Inc. 200 South 4th Street Fernandina Beach, FL 32234 Certificate of Authorization No. 9332 DATE: 08/26/2011 PROJECT: 10-10-2011	G&A Geotechnical & Associates, Inc.	CITY OF FERNANDINA BEACH	MAIN BEACH BOARDWALK	CROSS SECTIONS	Sheet No. CS-1 4 of 7 Issue Date: August 26, 2011 Project No. 10-10-2011 Registered Professional:
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FLETCHER AVENUE

(100-FOOT RIGHT-OF-WAY)

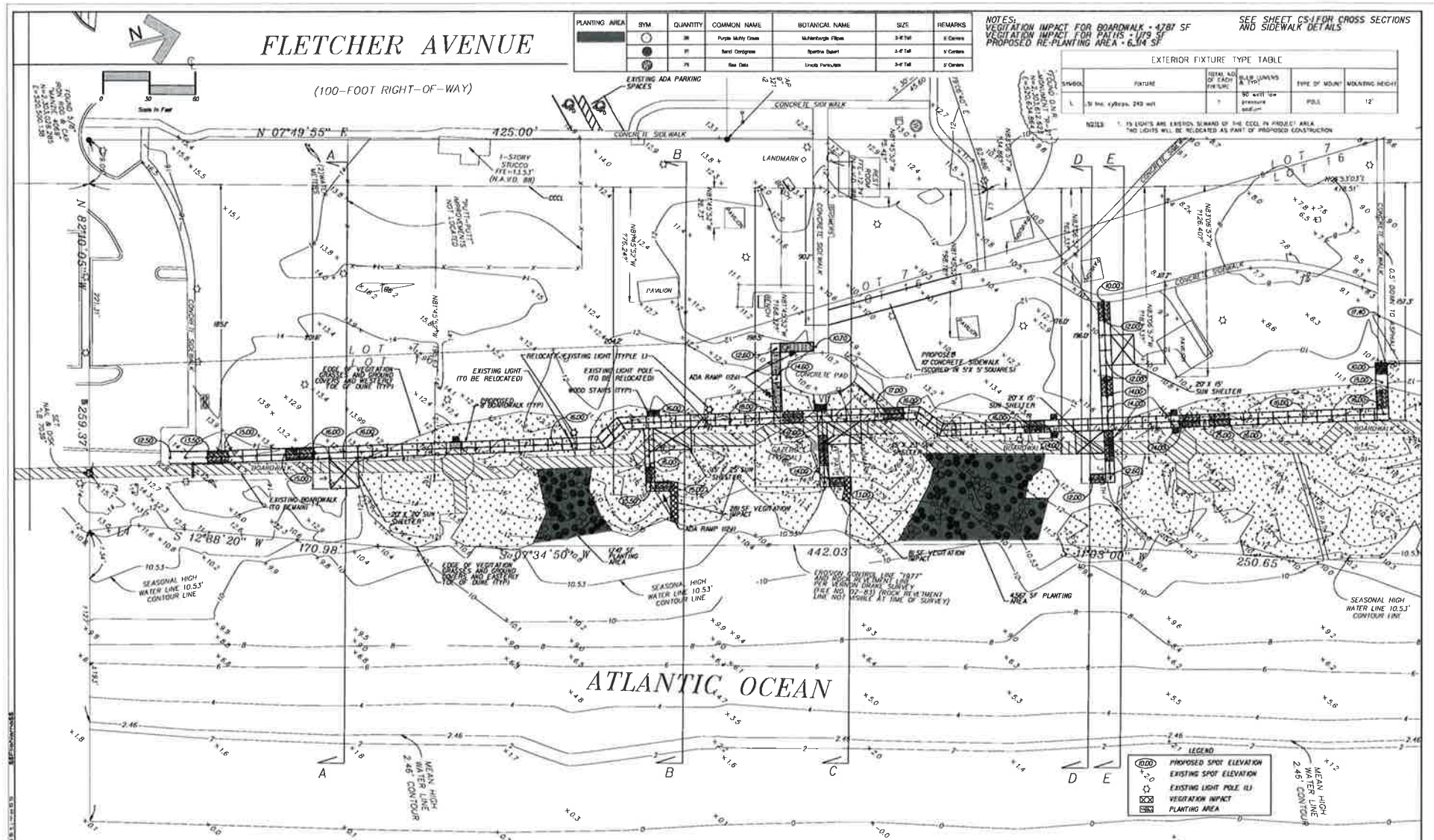
PLANTING AREA	SYM	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
	○	38	Purple Myrtle Tree	Myrtalegum Plum	3-4" Tall	1" Canes
	●	11	Hardy Orange	Spartina Quam	2-4" Tall	1" Canes
	○	75	Red Date	Uncle Persea	3-4" Tall	1" Canes

NOTES:
VEGETATION IMPACT FOR BOARDWALK - 4781 SF
VEGETATION IMPACT FOR PATHS - 179 SF
PROPOSED RE-PLANTING AREA - 6,314 SF

SEE SHEET CS-1 FOR CROSS SECTIONS AND SIDEWALK DETAILS

EXTERIOR FIXTURE TYPE TABLE					
SPACED	FIXTURE	TOTAL NO. OF EACH FIXTURE	ABOVE GROUND ELEVATION	TYPE OF MOUNT	MOUNTING HEIGHT
1	30" Inc. x 28" Dia. 240 watt	7	90" with 10" pressure head	POLE	12'

NOTES: 1. 15 LIGHTS ARE EXISTING SURROUND OF THE COOL IN PROPOSED AREA
2. NO LIGHTS WILL BE RELOCATED AS PART OF PROPOSED CONSTRUCTION



LEGEND	
○	PROPOSED SPOT ELEVATION
●	EXISTING SPOT ELEVATION
○	EXISTING LIGHT POLE (L)
○	VEGETATION IMPACT
○	PLANTING AREA

Scale: _____ Project Mgr: AG Designed by: AG Drawn by: AD Check: NG		Gillette & Associates, Inc. 28 South 4th Street Fernandina Beach, FL 32034 Certificate of Authorization No. 9332		CITY OF FERNANDINA BEACH MAIN BEACH BOARDWALK PROPOSED BOARDWALK LAYOUT	Sheet No. PL-1 3 of 7 Issue Date August 26, 2011 Project No. 07-18-30 Registered Professional
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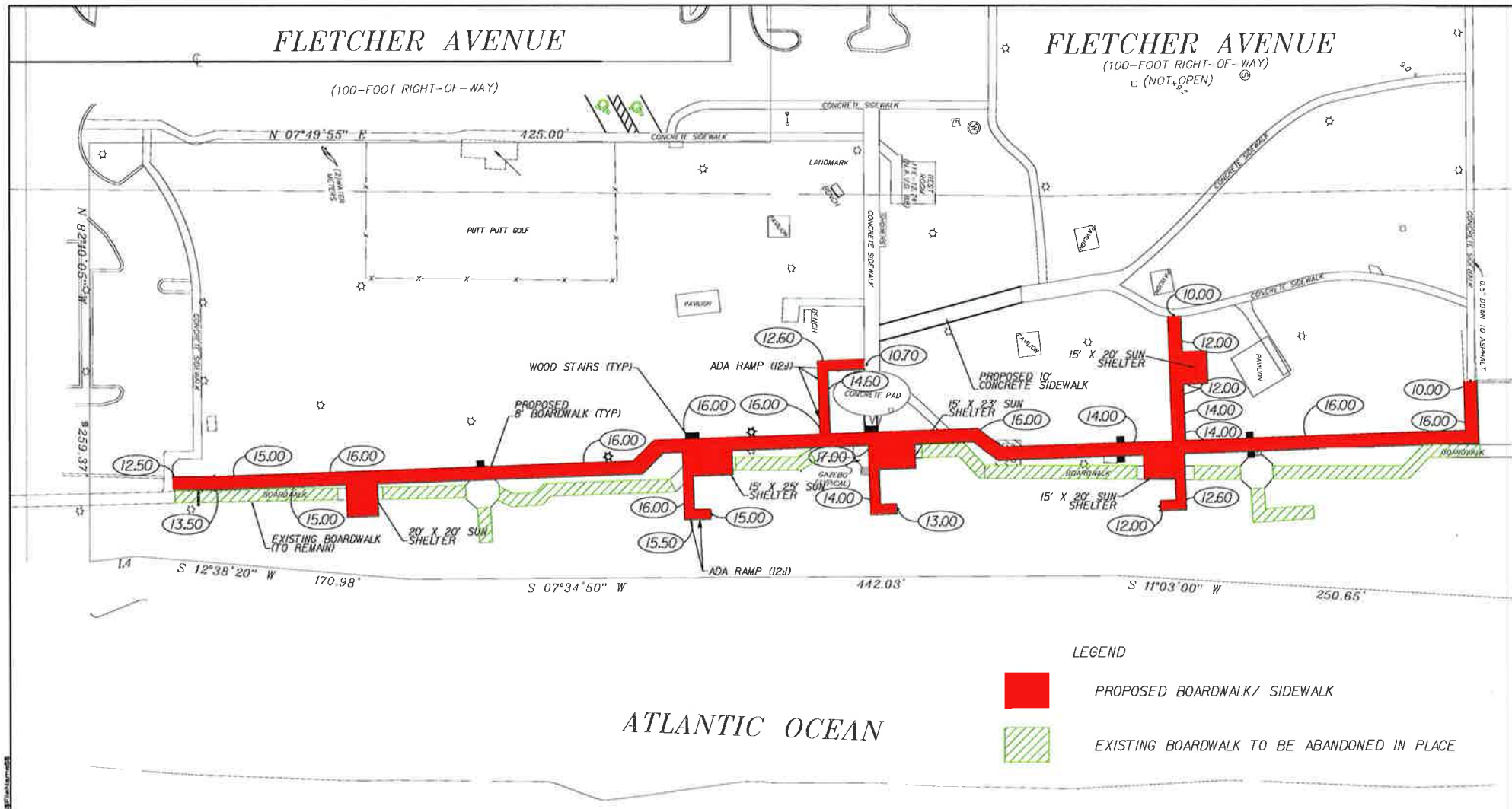
FLETCHER AVENUE

(100-FOOT RIGHT-OF-WAY)

FLETCHER AVENUE

(100-FOOT RIGHT-OF-WAY)

□ (NOT OPEN)



LEGEND



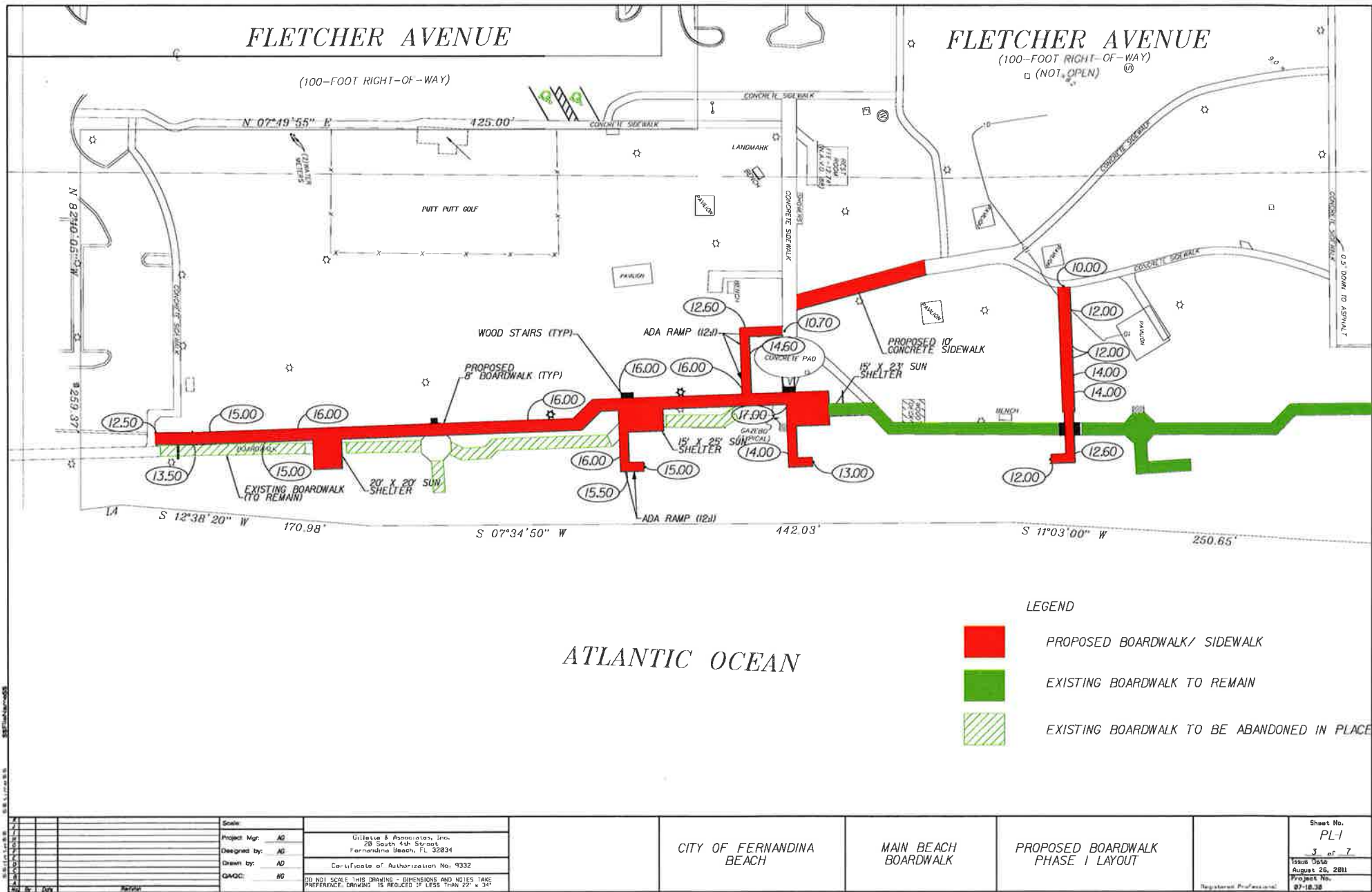
PROPOSED BOARDWALK/ SIDEWALK



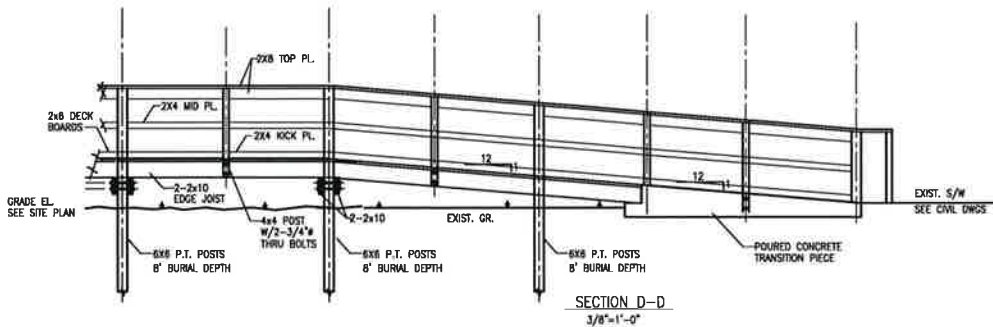
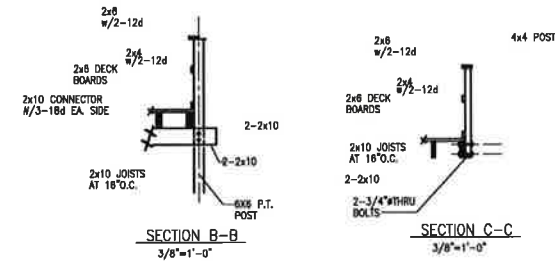
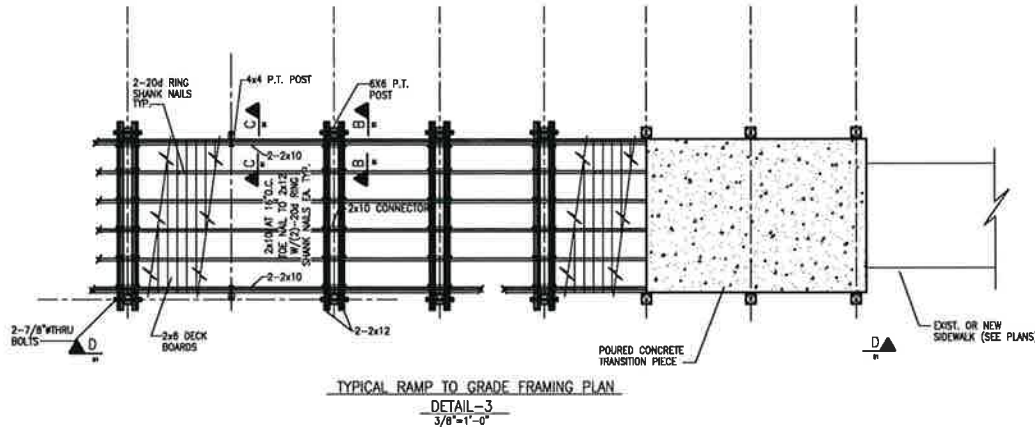
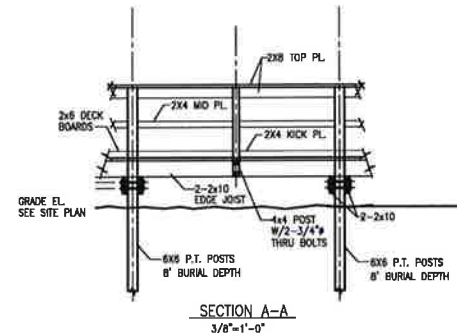
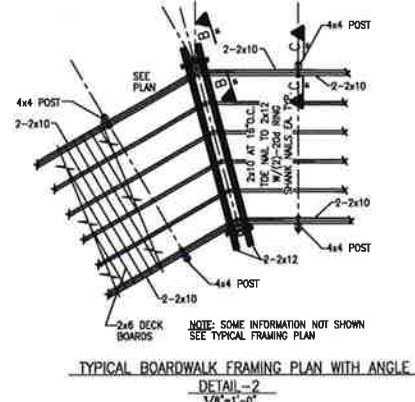
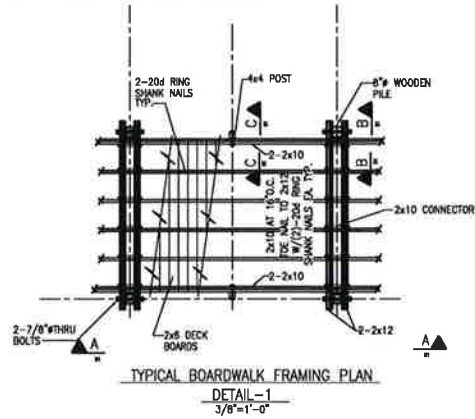
EXISTING BOARDWALK TO BE ABANDONED IN PLACE

ATLANTIC OCEAN

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PRELIMINARY ONLY - NOT FOR CONSTRUCTION

DATE	BY	CHK	APP	REV	DESCRIPTION
4/29/11	AG	ARG		1	ISSUED FOR PERMITS
4/29/11	AG	ARG		2	ISSUED FOR PERMITS
4/29/11	AG	ARG		3	ISSUED FOR PERMITS
4/29/11	AG	ARG		4	ISSUED FOR PERMITS
4/29/11	AG	ARG		5	ISSUED FOR PERMITS
4/29/11	AG	ARG		6	ISSUED FOR PERMITS
4/29/11	AG	ARG		7	ISSUED FOR PERMITS
4/29/11	AG	ARG		8	ISSUED FOR PERMITS
4/29/11	AG	ARG		9	ISSUED FOR PERMITS
4/29/11	AG	ARG		10	ISSUED FOR PERMITS

GILLETTE & ASSOCIATES, INC.	
CIVIL, ENVIRONMENTAL, MECHANICAL, & STRUCTURAL ENGINEERING	
CORPORATE OFFICE: 1000 N. 10TH STREET, SUITE 100, FORT WORTH, TEXAS 76102	
20 S. 4TH STREET • FERNANDINA BEACH, FL 32034	
PHONE: 904-261-8818 • FAX: 904-261-8805	

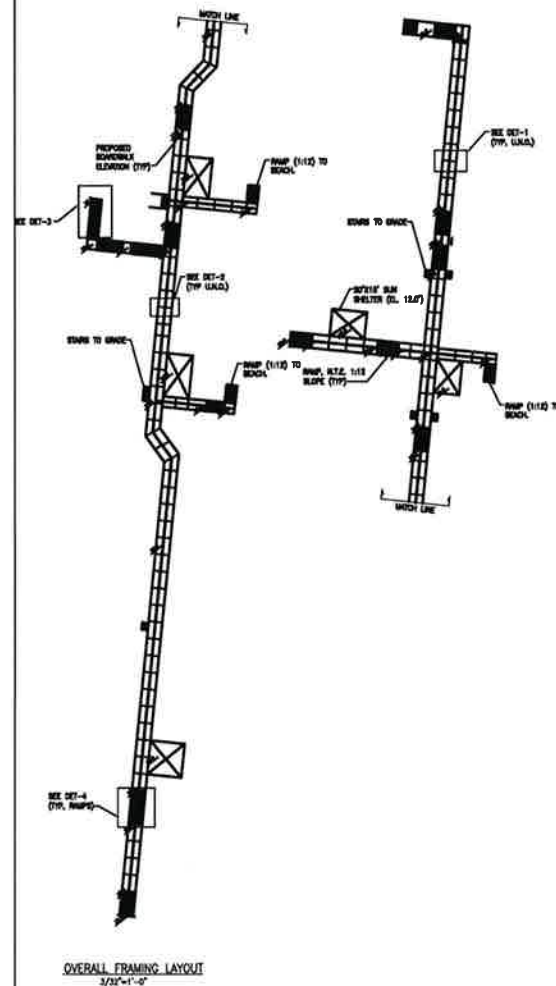
CITY OF FERNANDINA BEACH	
MAIN BEACH BOARDWALK & CABANAS	
FLETCHER AVENUE	
FERNANDINA BEACH, FL	
CONTRACTOR: T.B.D.	

DETAILS AND SECTIONS	
DWG NO.	REV
S2	0
SCALE	
AS NOTED	
DATE	
4/29/11	
JOB NO.	
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DRW BY:	AG
CHK BY:	ARG

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GENERAL STRUCTURAL NOTES

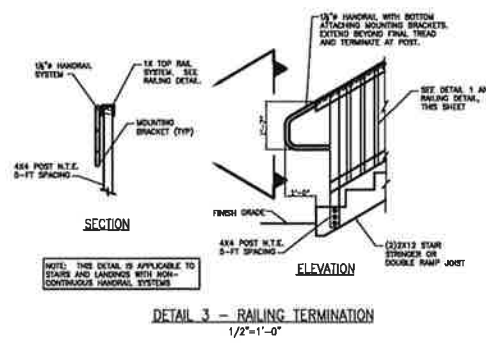
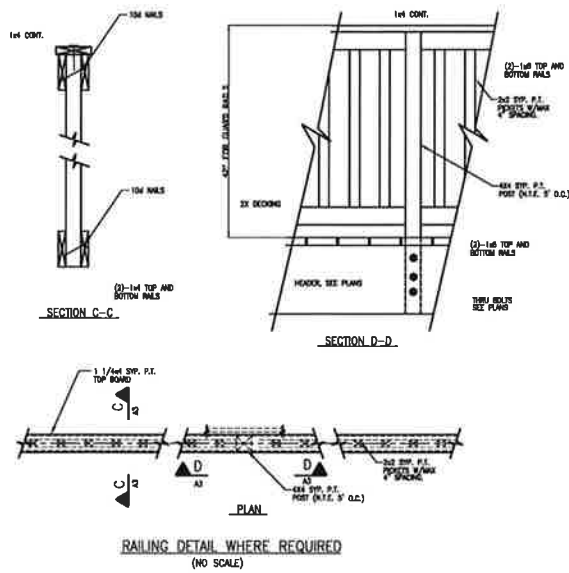
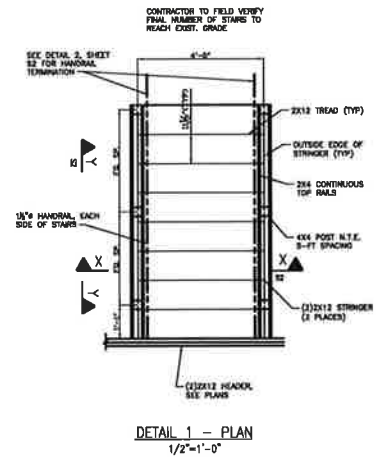
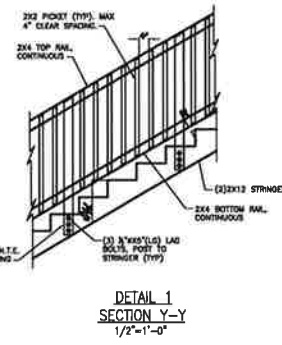
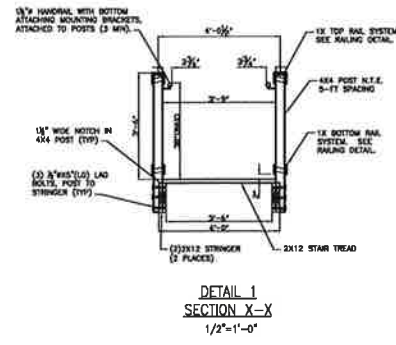
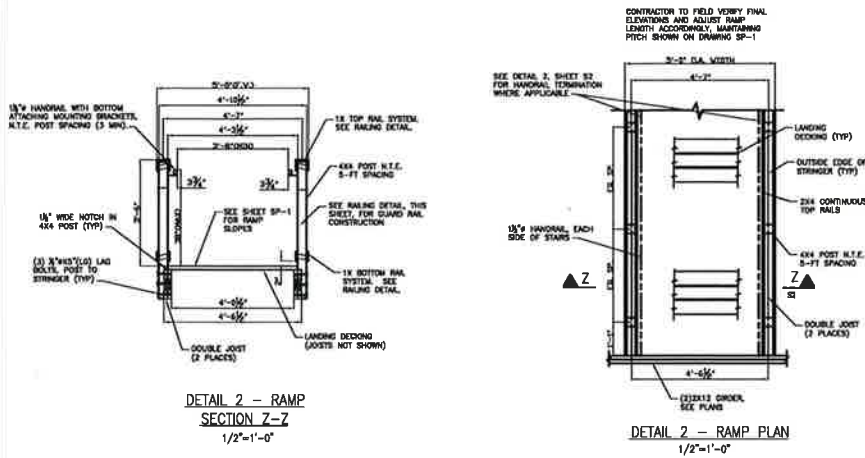
- | | | |
|---|---|----------|
| 1. Codes: Florida Building Code 2004, American Institute of Timber Construction and American Wading Society | | |
| 2 Live Loads | | |
| Deck Floor | | 125 psf |
| Cart: | | 1300 lbs |
| People | | 400 lbs |
| Tools | | 350 lbs |
| Dynamic Factor | | 2 |
| 3 Wind Loads: | | |
| Speed | | 120 mph |
| Exposure | | C |
| Enclosure | | Open |
| 4 Piles: 6" Timber Pile: | Pile Dia: 6" with 9" Bull
Pile Tip Bearing Depth: 12' 0" below grade
Pile Length: Approx. 20 feet
Allowable Compression: 3 Tons required
Per Report of Geotechnical Engineering Project No. JA32-06-177,
by Wolf Technologies, Inc. 3047.4 St Johns Blvd South, South,
Jacksonville, Florida 32246 (904) 997-1400 | |
| 5 Soil Compaction | | |
| Soil under slab on grade and foundation shall be compacted to 95% modified proctor max. dry density (ASTM D-1557) | | |
| 6 Materials: | | |
| Anchor Bolts | ASTM A307 or A36 Hot Dip Galvanized | |
| Welds: | AWS E7018 or E80 | |
| Nails: | Hot Dip Galvanized | |
| Wood Beams/Decks: | SPY #2 (D 4 Treatment) | |
| Piles: | Southern Pine or Douglas Fir (2 S Saltwater Treatment) | |
| 7 Timber: | | |
| All wood framing shall be fabricated and installed as per AITC and National Design Specification for Wood Construction | | |
| All wood member exposed to weather shall be pressure treated | | |
| The members shall be of size of nails connecting to concrete shall not be less than those specified in FBC 2004 Table 2304.9.1 Fastening Schedule | | |



PRELIMINARY ONLY - NOT FOR CONSTRUCTION

CITY OF FERNANDINA BEACH		
MAIN BEACH BOARDWALK & CABANAS		
FLETCHER AVENUE FERNANDINA BEACH, FL		
CONTRACTING, Inc.		
GILLETTE & ASSOCIATES, INC. CIVIL, ENVIRONMENTAL, MECHANICAL, & STRUCTURAL ENGINEERING CERTIFICATE OF ADEQUACY NO. 1432		
20 S. 4th STREET • FERNANDINA BEACH, FL 32034 PHONE: 904-283-8819 • FAX: 904-281-8005		
OVERALL PLAN AND NOTES DWG NO. S1 SCALE AS NOTED DATE: 4/29/11 JOB NO: COFB_mb DRAW BY: AG CHECK BY: ARG		
REV	DATE	DESCRIPTION
1	4/29/11	DEVELOPMENT SET - CLAYD RIVER
2	4/29/11	DEVELOPMENT SET - REMOVED THE CLAYD
3	4/29/11	DEVELOPMENT SET - REMOVED THE BOARD COUNTRY
4	4/29/11	DEVELOPMENT SET - BOARD BOARDWALK FUTURE DFT

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

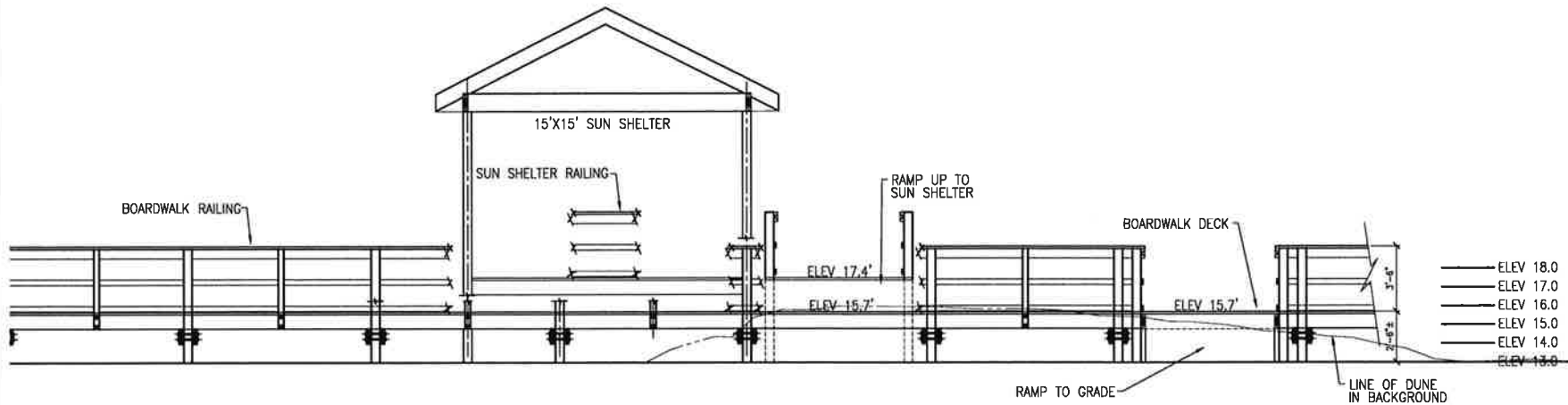


PRELIMINARY ONLY - NOT FOR CONSTRUCTION

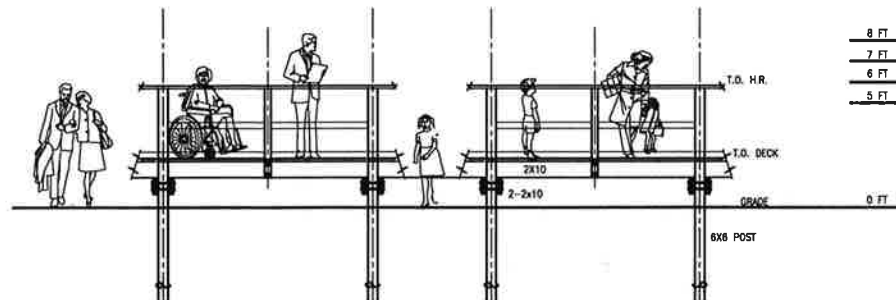
DATE	BY	CHK	APP	REV	DESCRIPTION
4/29/11	AG	ARG		1	ISSUED FOR PERMITS
				2	REVISIONS
				3	REVISIONS
				4	REVISIONS
				5	REVISIONS
				6	REVISIONS
				7	REVISIONS
				8	REVISIONS
				9	REVISIONS
				10	REVISIONS

GILLETTE & ASSOCIATES, INC. CIVIL, ENVIRONMENTAL, MECHANICAL, & STRUCTURAL ENGINEERING 20 S. 4th STREET • FERNANDINA BEACH, FL 32034 PHONE: 904-261-8519 • FAX: 904-261-8805		CITY OF FERNANDINA BEACH MAIN BEACH BOARDWALK & CABANAS FLETCHER AVENUE FERNANDINA BEACH, FL CONTRACTOR: T.B.D.
ELEVATIONS		
DWG NO. XX	REV D	
SCALE AS NOTED		
DATE 4/29/11		
JOB NO. COFB_mb		
DRW BY AG		
CHK BY ARG		

PRELIMINARY ONLY - NOT FOR CONSTRUCTION



ELEVATION PERSPECTIVE - LOOKING EAST
3/8"=1'-0"



ELEVATION PERSPECTIVE - LOOKING EAST OR WEST
3/8"=1'-0"

ITEM	DATE	REVISION
1	4/29/11	REVISION 1 - CLIENT REVIEW
2	4/29/11	REVISION 2 - REVISION FOR CLIENT
3	4/29/11	REVISION 3 - REVISION FOR BOARD COMMENTS
4	4/29/11	REVISION 4 - BOARD COMMENTS - REVISION 1

GILLETTE & ASSOCIATES, INC.
CIVIL, ENVIRONMENTAL, MECHANICAL, & STRUCTURAL ENGINEERING
CORPORATE OFFICE: 10000 N. 15TH AVE., SUITE 100
20 S. 4TH STREET • FERNANDINA BEACH, FL 32034
PHONE: 904-261-8819 • FAX: 904-261-9905

CITY OF FERNANDINA BEACH
MAIN BEACH BOARDWALK & CABANAS
FLETCHER AVENUE
FERNANDINA BEACH, FL
CONTRACTOR: T.B.D.

ELEVATIONS
DWG NO. XX
REV D
SCALE AS NOTED
DATE 4/29/11
JOB NO. COFB_mb
DRW BY: AG
CHK BY: ARG

PRELIMINARY ONLY - NOT FOR CONSTRUCTION



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Water Resource Management
3900 Commonwealth Blvd., Mail Station 300
Tallahassee, Florida 32399-3000
Telephone (850) 488-7708

NOTICE TO PROCEED

Permittee Name:

City of Fernandina Beach
c/o Asa Gillette, P.E.
Gillette and Associates, Inc.
20 South 4th Street
Fernandina Beach, Florida 32034

Permit Number: NA-407**Permit Expires:** February 28, 2016

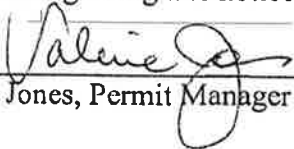
You are hereby granted final authorization to proceed with construction or activities authorized by this notice. Authorized work must conform to the project description, approved plans, all conditions of Chapter 62B-33, Florida Administrative Code, any preconstruction requirements, and all permit conditions.

Project Description: Reconstruction of a public boardwalk, construction of four open-air roofed sun shelters, and construction of other structures/activities.

Project Location: Between approximately 331 feet north and 599 feet south of the Department of Environmental Protection's reference monument R-21, in Nassau County. **Project Address:** Main Beach Park, North Fletcher Avenue between Dolphin Street and Atlantic Avenue, Fernandina Beach.

Special Instructions: A preconstruction conference is required. The permittee shall comply with all permit conditions.

Questions regarding this notice should be directed to the undersigned at the above address.


Valerie Jones, Permit Manager

4/12/13
Date

VJ/dw

cc: Permit File
Permit Information Center
Trey Hatch, Field Inspector
City of Fernandina Beach, Building Official

Post Conspicuously on the Site

City awards bid for Phase I installation of Main Beach Boardwalk

Submitted by Suanne Z. Thamm

Reporter – News Analyst

Despite concerns raised by Vice Mayor Charlie Corbett, the Fernandina Beach City Commission (FBCC) voted 4-1 to move forward to construct a new boardwalk at Main Beach during its August 20, 2013 meeting. The first phase will replace the portion of the existing boardwalk generally between the parking lot and the second gazebo to the north with an elevated boardwalk about 30 feet west of the current one. The portion to be replaced will be removed.

The FBCC awarded the bid for this project (#13-06) to the lowest qualified bid received from among five respondents. BNC, Inc., the successful bidder, is based in Middleburg, FL, and has successfully completed dune walkovers in St. Augustine Beach in addition to building boardwalks in Fort Clinch State Park and Atlantic Beach. Their initial bid in the amount of \$151,400 was further reduced by \$4,547 when the City Maintenance Division agreed to perform demolition of the existing boardwalk portions.

City commissioners, staff and citizens have voiced concerns over the safety and viability of the existing boardwalk for at least nine years. The boardwalk dates to the 1980's, and current state environmental rules have complicated efforts to repair and retain the existing boardwalk. While the state has said that repairs can be made, the existing runners, to which the planks are nailed, have deteriorated to the point that they have become sponge-like. Also, since the existing boardwalk has



MAIN BEACH BOARDWALK,
LOOKING NORTH FROM
PARKING LOT



now become part of the dune structure, the state will not allow replacement of the boardwalk in its current location.

PORTION OF MAIN BEACH BOARDWALK JUST NORTH OF SOUTHERNMOST GAZEBO



VICE MAYOR CHARLIE CORBETT

During the discussion that preceded the vote, Vice Mayor Charlie Corbett expressed his dissatisfaction with the proposed plan, which places the new boardwalk about 30 feet westward of the existing one. “My question,” he said in addressing Nan Voit, the city’s Director of Parks and Recreation, “is can you see the ocean from there?” Corbett went on to claim that the new, elevated boardwalk would become a “sand dune bridge,” impeding ocean views for senior citizens, whom he characterized as the primary users of the boardwalk. He expressed his opinion that the existing boardwalk was serviceable and that the only repair work necessary involved the gazebo roofs. He also said that by moving the boardwalk westward, the dune would move westward along with it.

Nan Voit disagreed with Corbett, saying that the city was not just dealing with the gazebos. She said that the existing boardwalk is being taken over by the growth of the dune, and that by moving the boardwalk west and elevating it slightly, the dune will develop further northward.

Corbett again asked, “My question is can you see the ocean from there?”

A seemingly aggravated Voit responded that she could not answer because the new boardwalk has not been built. She retorted, “Do we want to provide a safe structure?”

Corbett quickly responded, “I want people to be able to see the ocean.”

Commissioner Boner jumped into the discussion, agreeing with Corbett. “I’ve lived here my entire life. I’ve watched 2 rows of dunes grow,” he said. “If we move the boardwalk, the dune will move back as well.” He claimed that one of the reasons the dune was encroaching the boardwalk is that the boardwalk is not being maintained.



NAN VOIT RESPONDS TO VICE
MAYOR CORBETT.

Mayor Sarah Pelican took issue with that statement, as did Voit, who reminded commissioners that five of the maintenance positions have been eliminated. She also cited what will be a 2-foot gap under the new boardwalk that will help minimize the effect of dune migration.

Corbett was not reassured. He said, "The Sand Dune Nazis in Tallahassee will cause us to give up beach area. I don't think we need to give them 30 feet of the park. In my opinion, the only thing wrong is the gazebos. [We would be] spending money to give the park away to the Sand Dune Nazis."

City Manager Joe Gerrity cautiously entered the discussion. He asserted that it is only a matter of time before the existing boardwalk has to come out. He concurred with Voit that the stringers have rotted away, and there is nothing to nail planks to. "It will have to be torn up at some point," he said. "[Florida Department of Environmental Protection] will force action at some time."



VIEW OF THE OCEAN AND
DETERIORATED ROOF OF
SOUTHERNMOST GAZEBO AT MAIN
BEACH

Corbett responded, "Soon we'll have a boardwalk back at Egan's Creek."



LEN KREGER ADDRESSES
CONCERNS RAISED BY VICE
MAYOR CORBETT.

Local beach advocate and environmental activist Len Kreger asked to be recognized. Addressing his remarks to Corbett, he said, "I'm out there [on the boardwalk] every day. There are lots more than senior citizens out there." Corbett again began speaking at which time Kreger interrupted him, saying, "Can I speak please? Since 2004 we have been trying to rebuild this boardwalk. We are all about beach. But we've got a boardwalk that is junk. You can say it's structurally sound, but there are boards coming up. It's terrible. There are people in wheelchairs there. We want it fixed for our citizens and tourists. We *want* the dunes to develop to protect us from sea level rise. To not build this new boardwalk is the craziest thing I've ever seen. To ignore this prime piece of property that we brag about to deteriorate is criminal." He looked directly at Corbett and added, "Yeah I'm talking that way, just to you. I go out there 2-3 times a day and I don't see you out there. Maybe you should take the name Beach out

of the city's name and go back to the way it was. "

Corbett shot back, "Maybe we will." <http://>

Fernandina Beach City Commission - Vic...



Commissioner Pat Gass finally got to speak. She asked that if the measure passes, the city commission be provided with a maintenance plan so that the new boardwalk does not get to the state of the existing one. Commissioner Arlene Filkoff asked Voit the age of the existing boardwalk. Voit said she thought it dated to the 1980's.

When the vote was finally taken, only Corbett opposed the motion.

Parks and Recreation Director Nan Voit has indicated that BNC will begin mobilizing for Phase I of the new boardwalk on September 3, 2013. Funding for additional sections of the boardwalk will be tackled in future fiscal years. The plans for the boardwalk may be found on the city's website by entering 'main beach boardwalk' in the search field.

August 26, 2013 1:00 a.m.

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