



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
MARCH 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 Reverend Stanley Palmer of O'Neil Memorial Baptist Church.

4. PROCLAMATIONS / PRESENTATION

4.1 PROCLAMATION - AMELIA ISLAND BOOK FESTIVAL - *Recognizes the Amelia Island Book Festival board members, organizers and volunteers for their outstanding contributions toward promoting literacy and a lifelong love of reading to residents of all ages in Fernandina Beach and Nassau County. Members of the Amelia Island Book Festival Board of Directors will be present to accept the Proclamation.*

4.2 PROCLAMATION - FLOWERING FERNANDINA - *Recognizes the Flowering Fernandina organization for outstanding dedication to the beautification of the Fernandina Beach Historic District. Former Mayor Robin C. Lentz and members of Flowering Fernandina will be in attendance to accept the Proclamation.*

4.3 PROCLAMATION - "UNITED WAY MONTH" - *Recognizes the United Way of Northeast Florida for providing local community services in education, healthcare, and poverty prevention, acknowledges the beginning of the annual City staff United Way fundraising campaign, and proclaims the month of March 2019 as, "United Way Month." Ms. Robin Marley and the City of Fernandina Beach staff United Way Committee and a representative from the United Way will be in attendance to accept the Proclamation.*

4.4 PROCLAMATION - RETIREMENT OF MS. PATRICIA ANN CLIFFORD - *Recognizes Ms. Patricia Ann Clifford upon her retirement after fourteen years and two months of dedicated service to the City of Fernandina Beach. Ms. Clifford retired on January 31, 2019. Ms. Clifford will be present to accept the Proclamation.*

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

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

6. CONSENT AGENDA

- 6.1 **APPROVAL OF MINUTES** - *City Commission Regular Meeting - January 2, 2019; City Commission Executive Session - January 15, 2019; City Commission Regular Meeting - January 15, 2019; and City Commission Workshop - February 19, 2019.*
- 6.2 **SCRIVENER ERROR CORRECTION - BUDGET AMENDMENT - MARINA / CHANGE ORDER APPROVAL - BRANCE DIVERSIFIED, INC.** - RESOLUTION 2019-29 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2018/2019; APPROVING CHANGE ORDER # 1 WITH BRANCE DIVERSIFIED, INC. IN THE AMOUNT OF \$396,043.25 TO INCLUDE ADDITIONAL DREDGING AT THE FERNANDINA BEACH HARBOR MARINA; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a budget transfer in the amount of \$500,000 in the Marina fund. Also approves Change Order #1 with Brance Diversified, Inc. and authorizes increasing the total project cost to \$3,595,213.57.*
- 6.3 **SOLE SOURCE VENDOR APPROVAL - SMITH & LOVELESS, INC.** - RESOLUTION 2019-39 APPROVING SMITH & LOVELESS, INC. AS THE SOLE SOURCE VENDOR FOR THE PURCHASE OF A GRIT CHAMBER MECHANICAL DRIVE ASSEMBLY WITH RELATED DRIVE TUBE AND AXIAL FLOW PROPELLERS FOR THE UTILITIES DEPARTMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Smith & Loveless, Inc. as a sole source vendor for the purchase of a Pista Grit Chamber Mechanical Drive Assembly and related parts in the amount of \$32,947.*
- 6.4 **SOLE SOURCE VENDOR APPROVAL - US ECOLOGY** - RESOLUTION 2019-40 APPROVING US ECOLOGY AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2018/2019; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves US Ecology as a sole source vendor for the handling of hazardous waste for the 2019 Hazardous Waste Cleanup & Recycle Event in an amount not to exceed \$45,000.*
- 6.5 **AGREEMENT EXTENSION - CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC** - RESOLUTION 2019-41 APPROVING A FIVE- YEAR EXTENSION TO THE EXISTING MEDICAL CLAIMS BILLING SERVICES AGREEMENT WITH CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves extending the Medical Claims Billing Services Agreement with Change Healthcare Technology Enabled Services, LLC, for five years.*

7. RESOLUTIONS

- 7.1 **GRANT AGREEMENT - ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD)** - RESOLUTION 2019-42 AUTHORIZING A COST-SHARE AGREEMENT WITH ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) TO ACCEPT \$412,945 TO UPGRADE EXISTING DRAINAGE IN AREA 1 (NORTH 15TH STREET AREA); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City to enter into a cost-share agreement with SJRWMD to accept an award of \$412,945 for the construction improvements to the Area 1 drainage system.*
- 7.2 **SOLE SOURCE VENDOR APPROVAL - DAWSON ASSOCIATES LLC** - RESOLUTION 2019-43 APPROVING DAWSON ASSOCIATES LLC AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2018/2019; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Dawson Associates LLC as a sole source vendor for the implementation of wayfinding signage in the downtown area in the amount of \$182,000.*

- 7.3 **OPTION AGREEMENTS FOR SALE AND PURCHASE - EAST OF NORTH 11TH STREET AND SOUTH OF DADE STREET** - RESOLUTION 2019-44 APPROVING TWO OPTION AGREEMENTS FOR SALE AND PURCHASE OF TWO PARCELS OF VACANT LAND EAST OF NORTH 11TH STREET AND SOUTH OF DADE STREET FOR THE PURPOSE OF CONSERVATION OR PASSIVE PARKS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Option Agreements for Sale and Purchase to acquire land for conservation.*
- 7.4 **PARKS AND RECREATION IMPACT FEES - BEACH WALKOVERS** - RESOLUTION 2019-45 APPROVING THE USE OF PARKS AND RECREATION IMPACT FEES FOR DESIGN AND CONSTRUCTION OF NEW BEACH WALKOVERS AT PUBLIC BEACH ACCESSES 8N, 9N AND 2S; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the expenditure of Parks and Recreation Impact Fees for design and construction of new beach walkover structures (capital improvements) at public Beach Access #'s 8N, 9N and 2S.*
- 7.5 **PARKS AND RECREATION IMPACT FEES - MAIN BEACH BOARDWALK** - RESOLUTION 2019-46 APPROVING THE USE OF PARKS AND RECREATION IMPACT FEES FOR DESIGN AND CONSTRUCTION OF PHASE II OF THE MAIN BEACH BOARDWALK PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the expenditure of Parks and Recreation Impact Fees for design and construction of Phase II of the Main Beach Boardwalk.*
- 7.6 **NASSAU COUNTY HOUSING AFFORDABILITY ASSESSMENT** - RESOLUTION 2019-47 ACCEPTING THE FINDINGS OF THE NASSAU COUNTY HOUSING AFFORDABILITY ASSESSMENT CONDUCTED BY THE UNIVERSITY OF FLORIDA SHIMBERG CENTER FOR HOUSING STUDIES; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts the findings of the 2018 Nassau County Housing Affordability Assessment conducted by the University of Florida Shimberg Center for Housing Studies and agrees it should be accepted and utilized in evaluating and setting housing policies in the City of Fernandina Beach.*
- 7.7 **SETTLEMENT AGREEMENT AND GENERAL RELEASE - VRL ARCHITECTS, INC.** - RESOLUTION 2019-48 APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH VRL ARCHITECTS, INC. IN THE AMOUNT OF \$32,716.77 AS REIMBURSEMENT TO THE CITY FOR LIBRARY ROOF REPAIRS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Settlement Agreement and General Release with VRL Architects, Inc. pertaining to Library roof repairs.*

8. ORDINANCES - SECOND 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 **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 **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. CITY COMMISSION DISCUSSION

- 9.1 **LAND CONSERVATION** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 9.2 **WATERFRONT PARK DEVELOPMENT** - *This item is placed on the agenda at the request of Commissioner Lednovich.*
- 9.3 **BEACH DRIVING** - *City Manager Martin will provide recommendations for beach driving.*
- 9.4 **CHARTER OFFICER PERFORMANCE EVALUATIONS** - *This item is placed on the agenda at the request of Commissioner Lednovich.*

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS

13. MAYOR/COMMISSIONER COMMENTS

14. ADJOURNMENT

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
 - THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.

- SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
- FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
- DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
- PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
- *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

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: Proclamation
Amelia Island Book Festival

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing the Amelia Island Book Festival board members, organizers and volunteers for their outstanding contributions toward promoting literacy and a lifelong love of reading to residents of all ages in Fernandina Beach and Nassau County.

Members of the Amelia Island Book Festival Board of Directors will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 02/26/2019


Date: February 21, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, eighteen years ago, the late Don Parker and his wife Andrea, along with Joe and Joani Selement had a genius idea, “Why not combine the love and lure of books with our remarkable island location?”; and

WHEREAS, the idea quickly caught on, supporters founded a nonprofit organization to launch the first ever Amelia Island Book Festival in 2001. Leveraging partnerships and community support through fundraising events, the Festival continues to deliver on its promise to promote and celebrate literacy through books; and

WHEREAS, for almost two decades, Festival organizers have raised funds to host the *Authors in Schools Literacy Program* and the *Author Exposition & Reader’s Extravaganza*. These annual events bring more than 100 diverse, well-known and emerging authors to Fernandina Beach venues, Nassau County Schools and several area pre-kindergartens. The events are always free of charge and provide children and adults with an opportunity to meet the authors of the books they have grown to know and love, participate in lively readings, talks, and receive autographed books; and

WHEREAS, through these widely regarded “second to none in the nation” programs, the Amelia Island Book Festival remains devoted to igniting interest in reading and fostering a lifelong love for books; and

WHEREAS, it is fitting that we recognize the contributions of the Amelia Island Book Festival staff, volunteers, business partners and students to the advancement of literacy and broader vision for Fernandina Beach and Nassau County to become a more educated, prosperous, and equal community.

NOW THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby express sincere gratitude to the:

AMELIA ISLAND BOOK FESTIVAL

for their tireless dedication in promoting literacy, culture and learning through the wonder of books.

IN WITNESS WHEREOF, I, John A. Miller, as Mayor hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 5th day of March, 2019.

CITY OF FERNANDINA BEACH

John A. Miller

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Flowering Fernandina

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing the Flowering Fernandina organization for outstanding dedication to the beautification of the Fernandina Beach Historic District.

Former Mayor Robin C. Lentz and members of Flowering Fernandina will be in attendance to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 02/18/2019

Dale Martin, City Manager 02/20/2019

Date: February 18, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

Proclamation

WHEREAS, Flowering Fernandina was founded in 2005 by Ms. Eileen Moore who desired to enhance the beauty and charm of Centre Street with a profusion of beautiful flowers bursting with color, fragrance and texture; and

WHEREAS, thanks to the coordinated efforts of countless dedicated volunteers and outstanding business partnerships; the beauty, splendor and perfume Flowering Fernandina plantings emit has helped create a more picturesque and attractive historic downtown; and

WHEREAS, for the past nineteen years, Flowering Fernandina volunteers have planted and maintained as many as forty blossoming containers and flower pots in twenty-four locations along Centre Street. These colorful displays naturally give residents and visitors an instant feeling of happiness and have a healthful, positive effect on emotional health; and

WHEREAS, Flowering Fernandina receives funding through the generosity of private donations, civic groups, locally owned landscaping businesses, the Historic Fernandina Business Association and the City of Fernandina Beach. These funds are used to purchase plants, flowers, potting materials and watering equipment; and

WHEREAS, Flowering Fernandina volunteers replant each container three to four times per year to ensure flowers are at peak freshness and maximum brilliance. Maintaining the plantings requires a coordinated manual watering effort which is led by volunteers who pull a wagon equipped with a water tank several times weekly. Local businesses allow Flowering Fernandina to fill the water tank at their buildings; without this local support, Flowering Fernandina would not be a success.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby express sincere thanks to:

FLOWERING FERNANDINA

for their outstanding dedication to the beautification of the Fernandina Beach Historic District and hereby encourage all citizens to thank Flowering Fernandina volunteers for being able to “stop and smell the roses” along Centre Street.

IN WITNESS WHEREOF, I, John A. Miller, hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 5th day of March, 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
"United Way Month"

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation recognizing the United Way of Northeast Florida for their investment in the local community to provide various services for the citizens of Fernandina Beach and Nassau County. City staff annually has a fundraising campaign which has raised over \$52,000 in the past five years for these causes.

Ms. Robin Marley and a representative from the United Way will accept the Proclamation and speak about some of the local impacts.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Robin Marley, Human Resources Director 02/14/2019

Dale Martin, City Manager 02/20/2019

Date: February 14, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION:

Proclamation

WHEREAS, the United Way of Northeast Florida, which is governed locally, is committed to solve our community's toughest challenges by connecting people, resources and ideas to create a community of opportunity where everyone has hope and can reach their full potentials; and

WHEREAS, the employees and citizens of the City of Fernandina Beach have earned a reputation of caring for the community where we work and live; and many individuals throughout the area support the United Way of Northeast Florida through their charitable giving and volunteering their time; and

WHEREAS, the City of Fernandina Beach acknowledges the dedication of City employees for their work in conducting the City's annual United Way Employee Campaign and year-round employee events which resulted in raised awareness and annual contributions of over \$52,000 in the past five years; and

WHEREAS, these contributions have led to providing local community services in education, healthcare, and poverty prevention resources for citizens; and

WHEREAS, the City of Fernandina Beach staff is launching their annual fundraising campaign to serve the community in which they live; and

WHEREAS, the City of Fernandina Beach would like to take this time to acknowledge the efforts of these employees, citizens, and businesses who continue to support the United Way to build a better tomorrow for all of us.

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim the month of March 2019 as:

"UNITED WAY MONTH"

in Fernandina Beach, Florida, and further encourage all citizens to give, advocate, and volunteer to inspire hope and create opportunities for a better tomorrow.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 5th day of March 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
Retirement of Ms. Patricia Ann Clifford

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: The intent of this Proclamation is to recognize Ms. Patricia Ann Clifford upon her retirement after fourteen years and two months of dedicated service to the City of Fernandina Beach. Ms. Clifford retired on January 31, 2019.

Ms. Clifford will be present to accept the Proclamation.

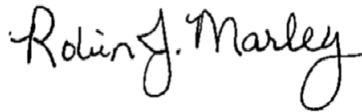
FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Robin Marley, Human Resources Director 02/15/2019

Dale Martin, City Manager 02/20/2019



Date: February 15, 2019

Submitted By: Robin Marley, Human Resources Director

COMMISSION ACTION:

Proclamation

WHEREAS, it is with great honor that the City of Fernandina Beach recognizes the retirement of Ms. Patricia Ann Clifford for her long and distinguished career as the City's Comptroller; and

WHEREAS, Ms. Clifford began her exemplary career with the City of Fernandina Beach on November 22, 2004; and has served the citizens of Fernandina Beach with professionalism, integrity and strong organizational leadership over the course of her career; and

WHEREAS, Ms. Clifford she is exceptionally well-qualified; she is a Certified Public Accountant with a master's degree in Business Administration from George Mason University and a Bachelor of Science degree in Accounting from York College of Pennsylvania; and

WHEREAS, Ms. Clifford faithfully and thoroughly fulfilled her roles and responsibilities as Comptroller for the City of Fernandina Beach, frequently going above and beyond to ensure the tasks at hand were completed with meticulous attention to detail; and

WHEREAS, throughout her tenure with the City of Fernandina Beach, Ms. Clifford was continuously recognized as a highly capable and competent employee; she successfully managed the City's finances, placing the City in the strong financial position it is in today; and

WHEREAS, Ms. Clifford is a role model in volunteerism; she is a 2009 graduate from Leadership Nassau. She served as Treasurer for the Nassau County Volunteer Center; the Treasurer for her Home Owner's Association (Amelia Park); she served as Treasurer, President and Director of Kraft Tennis Partners. She also served as Director of the First Coast Chapter of the FGFOA (Florida Governmental Financial Officer's Association); and

WHEREAS, Ms. Clifford retired on January 31, 2019. The sincere and conscientious efforts she demonstrated on the job during her fourteen years and two months of dedicated service have dramatically benefitted the City of Fernandina Beach, but none more so than the members of the City's Finance Department, whom she has trained and nurtured into a well-qualified and highly experienced team that will serve the community and her successor well.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fernandina Beach, Florida, that genuine and sincere gratitude is hereby expressed for the professional, loyal and selfless efforts of Ms. Patricia A. Clifford during her tenure of service; and

BE IT FURTHER RESOLVED that a copy of her Proclamation is presented as a permanent matter of record in the proceedings of the City Commission as a testimonial of our sincerest thanks to

MS. PATRICIA ANN CLIFFORD

IN WITNESS WHEREOF, I, John A. Miller, as Mayor have hereunto set my hand and caused the Official Seal of the City of Fernandina Beach to be affixed this 5th day of March 2019.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Fernandina Beach Main Street Program - Quarterly Update

ITEM TYPE: Presentation

REQUESTED ACTION: N/A

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

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 02/20/2019

Date: November 08, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Approval of Minutes

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Approve Minutes

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

City Commission Regular Meeting	January 2, 2019
City Commission Executive Session	January 15, 2019
City Commission Regular Meeting	January 15, 2019
City Commission Workshop	February 19, 2019

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 02/26/2019

Dale Martin, City Manager 02/26/2019

Date: February 19, 2019

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

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

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

4.1 PRESENTATION - FERNANDINA BEACH FIRE DEPARTMENT & IAFF LOCAL 2836:

Members of the Fernandina Beach Fire Department & IAFF Local 2836 presented checks to the Muscular Dystrophy Association, as a result of the Guns & Hoses Softball Tournament & Fill the Boot campaign that took place in December 2018. City of Fernandina Beach Fire Rescue Lieutenant Brad Richardson gave a brief overview of the fundraising program and City Firefighter Ben Miller thanked the tournament sponsors and presented a combined check of \$18,400 to Ms. Jasmyne Ellison-Stanley of the Muscular Dystrophy Association. Ms. Ellison-Stanley thanked the department and expressed gratitude for the commitment to helping local afflicted children.

4.2 PRESENTATION - CITY MANAGER MULTI-RATER ASSESSMENT:

Ms. Cindy Jacoby of Biz Help Consulting provided a presentation of City Manager Dale L. Martin's Multi-Rater Assessment. Ms. Jacoby explained the program and the line item results of forty surveys sent to five City Commissioners, nineteen City Directors and fifteen members of the community. City Manager Martin will work together with Ms. Jacoby to assess results and develop an action plan.

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

The following individual spoke to this item:

RISE AGAINST HUNGER: Mr. Peter Stevenson, 1627 Highland Dunes Way, welcomed Commissioner Lednovich and commended all involved with the wonderful downtown holiday festivities. This is the sixth year for the Rise Against Hunger program in Fernandina Beach that last year served 30,000 meals in ninety minutes. This year's project will be held at the City Atlantic Recreation Center February 2nd and will pack 50,000 meals in two hours using funds that were raised in the community. Donations from Heinz/Kraft, United Methodist Church and Rotary Sunrise have raised approximately \$15,000. Two and a half times the US population goes to bed hungry every night. The Commission and community are invited to be part of the process and participate in the Rise Against Hunger event.

6. CONSENT AGENDA:

The following five items were on the Consent Agenda and were approved by one motion:

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the Regular Meeting of December 4, 2018, the Canvassing Board Meeting of December 11, 2018 and Canvassing Board Meeting of December 19, 2018 were presented for approval. Staff recommended approval as presented. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2019-01 AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN FOR CODE ENFORCEMENT AND APPEALS BOARD LIENS: According to the agenda support documents Resolution 2019-01 releases the Code Enforcement and Appeals Board liens on the property located at 818 San Fernando Street. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2019-01. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2019-02 AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN FOR CODE ENFORCEMENT AND APPEALS BOARD LIENS: According to the agenda support documents Resolution 2019-02 releases the Code Enforcement and Appeals Board liens on the property located at 1016 Broome Street. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2019-02. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2019-03 AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN FOR CODE ENFORCEMENT AND APPEALS BOARD LIENS: According to the agenda support documents Resolution 2019-03 releases the Code Enforcement and Appeals Board liens on the property located at 1504 Broome Street. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2019-03. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.5 RESOLUTION 2019-04 AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF LIEN FOR CODE ENFORCEMENT AND APPEALS BOARD LIENS: According to the agenda support documents Resolution 2019-04 releases the Code Enforcement and Appeals Board liens on the property located at 412 S 13th Terrace. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Resolution 2019-04. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2019-05 APPROVING AN AMENDMENT TO THE LONG-TERM LEASE AT FERNANDINA HARBOR MARINA FOR AMELIA RIVER EXCURSIONS, INC.: According to the agenda support documents Resolution 2019-05 approves an amendment to the lease agreement with Amelia River Excursions, Inc. at the Fernandina Beach Harbor Marina. City Attorney Bach explained the proposed amendment to the lease is to the rental section only and is attached as Exhibit A.

Ms. Teresa Prince, Esquire of Tomassetti & Prince, 406 Ash Street, stated for the record she was contacted by Vice Mayor Kreger who expressed concerns about the rental rate.

Mr. Allan Mills, 1425 Broome Street, requested the lease agreement wording be amended in Paragraph 3 to remove “and” at the end of the sentence. Mr. Mills interpreted “and” indicates additional language could be added to the Resolution at a later date which could adversely affect other Marina based businesses. City Attorney Bach clarified the wording in the “Whereas” clause is customary and incorporated into all Resolutions. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2019-05.** After additional discussion

among the Commissioners **vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 QUASI-JUDICIAL - PUBLIC HEARING RESOLUTION 2018-190 (APPROVING OR DENYING) APPEAL FILED BY JOHN COTNER, AGENT FOR DAVID AND KIM PAGE, REGARDING THE DECISION OF THE HISTORIC DISTRICT COUNCIL FOR CASE #2018-43, IN ACCORDANCE WITH CITY LAND DEVELOPMENT CODE SECTION 8.03.09; MAKING FINDINGS: According to the agenda support documents Resolution 2018-190 approves or denies the appeal filed by John Cotner, agent for David and Kim Page for HDC Case #2018-43.

City Attorney Bach explained the Quasi-judicial process and procedures and first tier appeal. City Clerk Best administered the oath. Mayor Miller asked each Commissioner to disclose any ex parte communication and responses were as follows: Vice Mayor Kreger and Commissioner Ross responded yes, Commissioner Lednovich and Commissioner Chapman responded no.

Mr. John Cotner, 1627 Atlantic Avenue, acting agent for Dr. David and Mrs. Kim Page, spoke to the unusualness of the case and being denied due process. ***The consensus of the Commission was to remand Resolution 2018-190 back to the Historic District Council (HDC) with the provision to allow the applicant to bring new evidence forward to the HDC. A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.***

9.1 EVALUATION AND APPRAISAL REPORT (EAR): This item is placed on the agenda at the request of Vice Mayor Kreger who explained the EAR is required by state law and the intent is to review the Comprehensive Plan for possible revision as it is the most important document in the City.

Planning and Conservation Department Director Kelly Gibson gave a brief overview of how community vision shapes the City and an explanation of the Evaluation and Appraisal Report (EAR).

Commissioner Lednovitch gave examples as to why the City Marina may never be self-sufficient hence this section of the Comprehensive Plan needs to be rewritten.

Commissioner Ross questioned what state requirements need to be addressed at this time. Ms. Gibson stated primarily the water supply planning that has exceeded the deadline.

City Manager Martin agreed to work with the National Research Council that prepares the survey to possibly incorporate questions specific to the City.

Commissioner Lednovich suggested a visioning workshop to determine the City's vision in the next five-ten years.

Commissioner Chapman asked Ms. Gibson what is needed to complete the EAR by September 1st. Ms. Gibson stated much of what is needed is in place and the National Council will help carry the burden.

Commissioner Ross suggested bringing a sixteen-week timeline to the next City Commission Regular Meeting.

Vice Mayor Kreger stated there is a broad vision with individual master plans from City departments and the City is closer to meeting the deadline. Mayor Miller suggested considering timelier budgeting for surveys.

CITY MANAGER REPORTS:

CHRISTMAS DINNER: City Manager Martin thanked all who made the first annual Christmas potluck a success.

HAPPY NEW YEAR: City Manager Martin wished all a happy new year.

CONGRATULATIONS: City Manager Martin congratulated his brother-in-law Brigadier General Paul Rogers who was recently appointed to lead the Michigan Department of Military and Veterans Affairs.

MARINA: City Manager Martin provided a Marina project update per Project Manager Bronson Lamm; nearly all the docks have been removed consistent with the timelines, the pilings are scheduled to be removed next week, utility design elements are in process for the southern attenuator. There has been no update from the US Army Corps of Engineers regarding the northern attenuator.

SURVEY: City Manager Martin reiterated the Citizens Survey preparation which was discussed previously.

PRESENTATION: Commissioner Ross gave a presentation on Shore Line Stabilization of City property and asked City Manager Martin about the role of the Florida Department of Transportation (FDOT). City Manager Martin reported that FDOT engineers and signal personnel are scheduled to arrive later in the month. The decision regarding the opening of Alachua Street is still in a very preliminary stage and at least two budget years away from happening. FDOT has allocated \$1.2 million dollars for Centre Street, Alachua Street, Pages Dairy Road and another crossing off the island.

FRONT STREET PROPERTY: Commissioner Lednovich questioned the public's ability to access what appears to be unsafe property on the river side of Front Street. City Attorney Bach noted the area in question is privately owned property (Simmons).

ABANDONED DOCK: Commissioner Ross presented photographs depicting an abandoned and dilapidated walkway located in the river near the recently demolished Wade-Veturo building and adjoining Simmons property. Commissioner Ross asked his fellow Commissioners whether the unsightly pilings should be removed in tandem with the pilings scheduled to be removed at the Marina next week. City Attorney Bach stated there may be legal ramifications and suggested written correspondence with landowners highlighting safety issues around the easements.

CITY ATTORNEY REPORTS:

CHARTER REVIEW: City Attorney Bach implored the Commission to consider the Charter Review Process and assembling a Charter Review Committee prior to 2020.

HAPPY NEW YEAR: City Attorney Bach wished all a happy new year.

LETTER: City Attorney Bach responded to Commissioner Lednovich that the letter to the US Army Corps of Engineer regarding beach access and parking will be completed and distributed to the Commission by Friday January 4th.

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

MAYOR/COMMISSIONER COMMENTS:

KUDOS: Commissioner Ross complimented Light Up Amelia on the annual New Year's Eve Shrimp Drop that was very successful.

THANK YOU: Commissioner Ross commended City Manager Martin for the Christmas Potluck Dinner.

THANK YOU: Commissioner Chapman thanked Streets Director Rex Lester for the paved parking lot behind City Hall.

CONGRATULATIONS: Commissioner Chapman congratulated all involved in the annual City Dickens Festival and New Year's Eve Shrimp Drop two fabulous events "that make the City shine".

COMMENDATION: Commissioner Lednovich commended the City of Fernandina Beach Police Department for their work in a recent complicated home invasion and their preparation in keeping a private party contained to the venue. Commendations were given also to the City of Fernandina Beach Fire Department for their efforts in a recent devastating house fire.

ENFORCEMENT: Commissioner Lednovich received an email from a concern citizen and requested the next City Commission Regular Meeting have an agenda item to discuss beach driving and enforcement.

HAPPY NEW YEAR: Vice Mayor Kreger wished all a happy new year.

MEETING: Vice Mayor Kreger will attend the Nassau County delegation meeting in county chambers on Thursday January 3 at 4pm.

HAPPY NEW YEAR: Mayor Miller wished all a happy new year and commended all involved with the successful annual Shrimp Drop festival.

SAFETY: Mayor Miller commended the City of Fernandina Beach Police and Fire Departments for their tireless safety efforts and commended the community for rallying around those in need during the holiday season.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:02pm.

ATTEST:

DRAFT

MINUTES

City Commission Regular Meeting

January 02, 2019

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CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Special Meeting and Executive Session on Tuesday, January 15, 2019 at 5:00 pm in the Conference Room in City Hall. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich and Chip Ross. Also present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

Mayor Miller called the meeting to order and dispensed with normal formalities. The purpose of the meeting was for the City Commission to convene in Executive Session to consider United Brotherhood of Carpenters and Joiners, Local 2044 agreement negotiations in accordance with Section 477.605, Florida Statutes.

Mayor Miller recessed the Special Meeting so that the Executive Session could be conducted. The public was excluded at this time but could be present upon the reopening of the Special Meeting and Executive Session of the City Commission.

After concluding the Special Meeting and Executive Session, the City Commission reconvened the Special Meeting.

ADJOURNMENT: There being no further business to come before the Commission, the Special Meeting was adjourned at 5:21 pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Wednesday, January 15, 2019 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Chip Ross and Mike Lednovich. Also present was City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

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

4.1 PROCLAMATION - 2018/2019 MILKEN EDUCATOR AWARD RECIPIENT MS. JENNIFER ALBERT: Mayor Miller recognized Ms. Jennifer Albert as the 2018/2019 Milken Educator Award recipient of the year for dedication and commitment to excellence in teaching the youth of Fernandina Beach. Ms. Milken was in attendance to accept the Proclamation.

4.2 PRESENTATION - AMELIA ISLAND TOURIST DEVELOPMENT COUNCIL: Amelia Island Tourist Development Council President Mr. Gil Langley provided a presentation regarding a complete Beach Management and Sign Plan.

4.3 BUDGET SUMMARY: Comptroller Pauline Testagrose was available to answer any questions regarding the budget summary for December 2018 and gave an update. Commissioner Lednovich displayed a spreadsheet of the enterprise funds that Comptroller Testagrose prepared detailing net profitability.

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

PICKLEBALL: Mr. Brad Moses, 1711 McArthur Street, read an email from the Fernandina Beach Pickleball Pirates into the record which was as follows: "This email is being written on behalf of the Fernandina Beach Pickle Ball Pirates. We would like to thank the City of Fernandina Beach and the Parks & Recreation Department for their support and funding for Pickle Ball activities for the last four years. The four courts, shade structure and other conveniences are very useful to the community and have been heavily utilized to date. It has come to our attention that the City has delayed the bid process for the two new Pickle Ball courts. We respectfully request that the City Commissioners consider the following: 1) Funding from capital expenditure funds for the construction of two courts and lighting for six courts was approved in November due to the continued growth of the sport. 2) The current courts are heavily utilized and are typically over capacity during the group scheduled play times. They are also frequently full during unscheduled times and players are often unable to arrange games when there is no wait time. 3) Parks & Recreation Advisory Committee has approved the placement of the courts in Central Park to be contiguous to the existing courts extending just twenty-eight feet eastward from the existing courts, the site is between the tennis courts and the existing Pickle Ball courts and is currently not utilized and allows for minimal disruption in the park. We believe those are the best sites for the two courts. For these reasons we are requesting the City move forward with the bid process so as not to delay the construction of the Pickle Ball courts any further. We appreciate your thoughts and comments, thank you for your consideration." Mr. Moses distributed additional information regarding the installation of the proposed two courts and lighting.

Vice Mayor Kreger responded the lights have been ordered but the delay is because the improvements are not in the Capital Improvement Plan. City Manager Martin confirmed the

improvements are not in the Parks & Recreation Master Plan and offered suggestions. **Vice Mayor Kreger made a motion to move forward with the installation of the two new pickleball courts in Central Park. Commissioner Lednovich seconded the motion. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6. CONSENT AGENDA: The following four items were on the Consent agenda and were approved by one motion except for item 6.2 Resolution 2019-02, which was removed at the request of Commissioner Lednovich.

6.1 RESOLUTION 2019-06 APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT DEFENSIVE DRIVER SAFETY TRAINING: According to the agenda support documents Resolution 2019-06 approves a Facilities Use Agreement with Driving Dynamics, Inc. for defensive driver training at the Fernandina Beach Municipal Airport. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger to approve Resolution 2019-06. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2019-07 APPROVING A FACILITIES USE AGREEMENT WITH BUCCANEER REGION SCCA TO USE AIRPORT PROPERTY FOR SCCA AUTOCROSS SOLO DRIVING EVENTS ON VARIOUS DATES IN 2019: According to the agenda support documents Resolution 2019-07 approves a Facilities Use Agreement for SCCA Autocross Solo Driving Events in 2019. Commissioner Lednovich suggested amending the agreement to include time specific racing restrictions. Airport Manager Nathan Coyle clarified there are general racing hours and historically there have been no documented complaints for these events. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich to amend Resolution 2019-07 event driving time restrictions to 9:00am – 4:00pm. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.** City Attorney Bach agreed to amend Resolution 2019-07 with the appropriate time restriction changes.

6.3 RESOLUTION 2019-08 APPROVING A FACILITIES USE AGREEMENT WITH THE NASSAU ALCOHOL CRIME DRUG AND ABATEMENT COALITION (NACDAC) TO USE AIRPORT PROPERTY TO CONDUCT THE SIXTH ANNUAL 5K BEN BYRNS RUNWAY RALLY ON JANUARY 26, 2019: According to the agenda support documents Resolution 2019-08 approves a Facilities Use Agreement with the Nassau Alcohol Crime Drug and Abatement Coalition for the Sixth Annual 5K Ben Byrns Rally on January 26, 2019. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger to approve Resolution 2019-08. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2019-09 APPROVING THE LEASE AGREEMENT BETWEEN THE NASSAU ALCOHOL CRIME AND DRUG ABATEMENT COALITION (NACDAC) AND THE CITY OF FERNANDINA BEACH FOR RENTAL SPACE AT THE PECK CENTER: According to the agenda support documents this Resolution 2019-09 approves a new lease agreement for space NACDAC rents in the Peck Center. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger to approve Resolution 2019-09. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2019-10 APPROVES AN AGREEMENT OF SETTLEMENT IN THE CASE OF CONSTANCE BRADLEY V. CITY OF FERNANDINA BEACH: According to the agenda support documents this Resolution 2019-10 authorizes the settlement agreement between the

City of Fernandina Beach and Constance Bradley. City Attorney Bach explained the plaintiff had a trip and fall incident at the Fernandina Beach Golf Club, the case was resolved with pre-suit mediation and a settlement agreement was reached for \$35,000. The City will pay a \$5,000 deductible and the insurance company will pay the remainder including court costs. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger to approve Resolution 2019-10. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2019-11 APPROVES AN AGREEMENT OF SETTLEMENT IN THE CASE OF PEGGY HORTON V. CITY OF FERNANDINA BEACH: According to the agenda support documents Resolution 2019-11 authorizes the settlement agreement between the City of Fernandina Beach and Peggy Horton. City Attorney Bach explained the plaintiff had a trip and fall incident in the City of Fernandina Beach and the case was resolved with pre-suit mediation and a settlement agreement reached for \$35,000. The City will pay a \$5,000 deductible and the insurance company will pay the remainder including court costs. **A motion was made by Commissioner Chapman, seconded by Vice Mayor Kreger to approve Resolution 2019-11. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2019-12 OFFERING ADDITIONAL INFORMATION REGARDING THE LEGISLATIVE PRIORITIES FOR FISCAL YEAR 2018/2019; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURSUE FUNDING FOR LEGISLATIVE PRIORITIES: According to the agenda support documents Resolution 2019-12 provides additional funding information related to the City Commission's priorities previously identified in Resolution 2018-163. City Manager Martin explained that per Vice Mayor Kreger's proposal, specifics were added regarding funding for beach access 8 and 9 north and an additional walkover at beach access 2 south. Vice Mayor Kreger clarified this is to advocate for replacing dune walk throughs with dune walk overs to protect the environment. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Resolution 2019-12. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2019-01 CHANGING THE CITY'S FUTURE LAND USE MAP: City Attorney Bach read Ordinance 2019-01 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY'S FUTURE LAND USE MAP FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF MIXED USE (MU) FOR PROPERTY TOTALING APPROXIMATELY 0.91 ACRES OF LAND LOCATED AT 233 S. 14TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents Ordinance 2019-01 assigns a Future Land Use Map Category of Mixed Use (MU) for approximately 0.91 acres located at 233 S. 14th Street.

Planning and Conservation Department Director Ms. Kelly Gibson gave a brief overview which included the staff report, staff approval recommendation and the favorable recommendation from the Planning Advisory Board and was available to answer questions.

Commissioner Ross suggested a plan be developed for future build out and mistakes are corrected in the Future Land Use Map.

City Attorney Bach noted the City Commission Regular Meeting on February 5, 2019 will include a discussion concerning changing conservation to residential. The Planning Advisory Board has recommended a moratorium on future land use amendments for six months however staff recommends one year. After additional discussion **a motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Ordinance 2019-01 Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried**

8.2 Quasi – Judicial - FIRST READING OF ORDINANCE 2019-02 CHANGING THE CITY’S FUTURE LAND USE MAP: City Attorney Bach read Ordinance 2019-02 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, CHANGING THE CITY’S FUTURE LAND USE MAP FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF MIXED USE (MU) FOR PROPERTY TOTALING APPROXIMATELY 0.91 ACRES OF LAND LOCATED AT 233 S. 14TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-02 assigns a Zoning District of Mixed Use (MU-1) for approximately 0.91 acres located at 233 S. 14th Street.

The public hearing was opened at this time.

Planning and Conservation Department Director Ms. Kelly Gibson referred to the staff report with staff approval consistent with the Comprehensive Plan and Land Development Code and noted the Planning Advisory Board has issued a favorable recommendation.

City Attorney Bach explained the quasi-judicial procedures. Mayor Miller asked each Commissioner to disclose any ex-parte communication, each responded there was none.

City Clerk Best administered the oath.

Mr. Nick Gillette, 20 S.4th, explained he is the applicant and available to answer any questions.

City Attorney Bach reviewed the rules pertaining to first and second readings and advised the Commission not to partake in any ex-parte communications prior to the City Commission Regular Meeting on Tuesday February 19th. The public hearing was closed at this time.

8.3 FIRST READING OF ORDINANCE 2019-03 AMENDING THE LAND DEVELOPMENT CODE: City Attorney Bach read Ordinance 2019-03 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) SECTION(S): 7.01.04 (A) STANDARDS FOR PARKING IN THE AMELIA RIVER WATERFRONT COMMUNITY REDEVELOPMENT AREA(CRA), AND AMENDING SECTION 8.01.02(D)(4) PARKING FEE IN LIEU FOR PROPERTIES ABUTTING THE AMELIA RIVER WITHIN THE CRA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2019-03 amends the Land Development Code specific to remove non-residential parking requirements for properties within the CRA.

Planning and Conservation Department Director Ms. Kelly Gibson provided a brief presentation and genesis of the amendments and the current parking challenges. The Planning Advisory Board has recommended approval for the planned development code amendments

Commissioner Ross stated his strong support of the amendment and gave a brief presentation to quantify his position.

City Manager Martin referenced the Parks & Recreation Master Plan which calls for the removal of all parking at the waterfront. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Ross to approve Ordinance 2019-03. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 SECOND READING OF ORDINANCE 2018-40 LAND DEVELOPMENT CODE (LDC) AMENDMENT: City Attorney Bach read Ordinance 2018-40 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) BY AMENDING SECTIONS 1.07.00 (DEFINITIONS); 2.03.02 (TABLE OF LAND USES); 5.01.03 (ACCESSORY STRUCTURES); 5.01.04 (ACCESSORY DWELLING UNITS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2018-40 amends the Land Development Code specific to address requirements for accessory dwelling units. Ms. Bach clarified that upon Commission consensus the language could be amended to state only homesteaded properties will be eligible to rent accessory dwellings.

Ms. Patricia Taylor, 215 Amelia Street, explained she has architectural plans for an accessory dwelling on her property in Old Town which was previously approved three times by the Historic District Council and was unaware that kitchens/kitchenettes are prohibited. Ms. Taylor requested clarification on accessory dwellings with kitchens or kitchenettes. City Attorney Bach stated currently, accessory dwellings in Old Town are not permitted to be rented, have kitchens or kitchenettes and is unaware of how Ms. Taylor’s plans were approved by the Historic District Council.

Dr. Michael Harrison, 820 Somerelus Street, questioned why Old Town was not included in this amendment and suggested rectifying it as it serves no useful purpose as renting would not be detrimental to the area.

Ds. Jennifer Harrison, 820 Somerelus Street, currently there are twenty plus units rented in Old Town including her own that have kitchens and it is in the best interest of the community to include kitchens/kitchenettes.

Mr. Alexander Siegfried, 803 San Fernando, advocated for including Old Town dwellings and accessories in the Land Development Code amendment. Commissioner Lednovich agreed Old Town regulations should be consistent with the entirety of the City and advocated for striking the exclusion.

Commissioner Ross gave an explanation as to why Old Town was excluded and advocated for change only for homesteaded properties.

Planning and Conservation Department Director Ms. Kelly Gibson explained Old Town was intentionally omitted from the provision and that the proposed changes have not been processed procedurally. As a unique and sensitive area, Old Town should be treated as such. The items also have not been advertised for second reading and would need to come back for a third reading.

Commissioner Chapman is not in support as this would change the character of the area and increase development and drive rental prices up.

Vice Mayor Kreger is in support as an acceptable approved affordable housing and “aging in place” option and agrees it needs to go through the Historic District Council and the Planning Advisory Board. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger, to refer Ordinance 2018-40 back to the Historic District Council (HDC) and Planning Advisory Board (PAB) to review Land Development Code Section 08.01.01.02(l) and review whether only homesteaded properties should be eligible to rent accessory dwellings.** City Attorney Bach clarified the section proposed to be deleted regarding Old Town is 08.01.01.02(l) and would be reviewed by the Historic District Council first followed by the Planning Advisory Board. **Vote upon passage of the motion was taken by ayes and nays were as follow:**

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

Motion carried.

9.2 SECOND READING OF ORDINANCE 2018-44 CODE AMENDMENT - IMPACT FEES: City Attorney Bach read ORDINANCE 2018-44 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, UPDATING ORDINANCE 2005-2 AND 2015-26 AND AMENDING THE CODE OF ORDINANCES CHAPTER 2, ARTICLE VII, FINANCE, DIVISION 3, POLICE, FIRE, PARKS AND RECREATION AND PUBLIC FACILITIES IMPACT FEES AND TRUST FUNDS BY RESTATING APPROVAL OF A REASONABLE METHODOLOGY AND ANALYSIS FOR THE DETERMINATION OF THE IMPACT OF NEW DEVELOPMENT ON THE NEED FOR AND COST FOR SERVICES; REPEALING SECTION 2-451 IN ITS ENTIRETY AND ADOPTING A NEW SECTION 2-451, LEGISLATIVE FINDINGS; REPEALING SECTION 2-457 IN ITS ENTIRETY AND ADOPTING A NEW SECTION 2-457; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2018-44 amends Chapter 2 of the City Code pertaining to Impact Fees. Repeals and adopts new Sections 2-451 and 2-457 of the City Code pertaining to Impact Fees.

The public hearing was opened at this time.

Ms. Margaret Kirkland, 1377 Plantation Point Drive, speaking on behalf of Amelia Tree Conservancy which supports updating impact fees for present day Fernandina Beach needs as well as the Parks & Recreation Department impact fee funds being expended for land conservation and/or passive parks. Because island wide development rapidly continues contributing to a significant loss of tree canopy, there is a sense of urgency.

A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2018-44. Further discussion ensued amongst the Commissioners regarding defining impact fees. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.3 SECOND READING OF ORDINANCE 2018-45 VOLUNTARY ANNEXATION - ASPIRE AT AMELIA - LAKESIDE: City Attorney Bach read Ordinance 2018-45 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING 0.61 ACRES OF LAND LOCATED ON

AMELIA ISLAND PARKWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2018-45 approves annexation request for 0.61 acres of land located at the entry of the Aspire at Amelia Assisted Living Facility.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Lednovich to approve Ordinance 2018-45. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.4 SECOND READING OF ORDINANCE 2018-46 FUTURE LAND USE MAP AMENDMENT- ASPIRE AT AMELIA - LAKESIDE: City Attorney Bach read Ordinance 2018-46 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA CHANGING THE CITY’S FUTURE LAND USE MAP FROM NASSAU COUNTY COMMERCIAL TO ASSIGN A FUTURE LAND USE MAP CATEGORY OF GENERAL COMMERCIAL (GC) FOR A PROPERTY TOTALING APPROXIMATELY 0.61 ACRES OF LAND LOCATED ON AMELIA ISLAND PARKWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. According to the agenda support documents Ordinance 2018-46 assigns a Future Land Use Map category of General Commercial for 0.61 acres of land located at the entry of the Aspire at Amelia Assisted Living Facility.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to approve Ordinance 2018-46. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.5 SECOND READING OF ORDINANCE 2018-47 ZONING MAP AMENDMENT- ASPIRE AT AMELIA - LAKESIDE: City Attorney Bach read Ordinance 2018-47 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA CHANGING THE CITY’S ZONING MAP FROM NASSAU COUNTY COMMERCIAL INTENSIVE (CI) TO ASSIGN A ZONING MAP CATEGORY OF GENERAL COMMERCIAL (C-2) FOR A PROPERTY TOTALING APPROXIMATELY 0.61 ACRES OF LAND LOCATED ON AMELIA ISLAND PARKWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2018-47 changes the City’s zoning map from Nassau County Commercial Intensive (CI) to assign a zoning map category of General Commercial (C-2) for 0.61 acres of land located at the entry of the Aspire at Amelia Assisted Living Facility.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Lednovich, seconded by Vice Mayor Kreger to approve Ordinance 2018-47. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.6 SECOND READING OF ORDINANCE 2018-48 LAND DEVELOPMENT CODE (LDC) AMENDMENT - HISTORIC DISTRICT COUNCIL: City Attorney Bach read Ordinance 2018-48 by title only which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE (LDC) SECTION 8.03.03 (HISTORIC DISTRICT MATRIX) AND SECTION 8.03.09 (PROCEDURES FOR APPEAL); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR

AN EFFECTIVE DATE. According to the agenda support documents Ordinance 2018-48 amends the Land Development Code specific to the Historic District Council.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Commissioner Ross, seconded by Vice Mayor Kreger to approve Ordinance 2018-48. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.7 SECOND READING OF ORDINANCE 2018-49 LAND DEVELOPMENT CODE (LDC) AMENDMENT - MINOR AMENDMENTS: City Attorney Bach read Ordinance 2018-49 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING LAND DEVELOPMENT CODE SECTION(S): 1.07.00 ACRONYMS AND DEFINITIONS; TABLE 2.03.02 PRINCIPAL LAND USES; TABLE 2.03.03 ACCESSORY USES; TABLE 4.02.01(J) DESIGN STANDARDS FOR LOTS – IMPERVIOUS SURFACE RATIO; 4.02.06 SPECIFIC STANDARDS FOR TOWNHOUSE DEVELOPMENT – LOT WIDTH; 4.03.03 8TH STREET SMALL AREA DESIGN STANDARDS – SIGNAGE; 5.03.00 SIGNS – MU-8; 5.02.06 MOVABLE MODULE STORAGE UNITS – PLACEMENT; 11.00.01 – OVERALL REVISIONS TO THE LDC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” According to the agenda support documents Ordinance 2018-49 amends the Land Development Code specific to referenced sections.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Chapman to include amending without a survey requirement for City initiated applications. approve Ordinance 2018-49.** Planning and Conservation Department Director Ms. Kelly Gibson requested this item be considered as part of the package of minor amendments that would appear before the Commission at a later date to allow the Planning Advisory Board time to review. Commissioner Ross stated there is an urgency to conserve land and the need to further review will cause significant delay in acquiring land. A discussion ensued amongst the Commissioners regarding amendment language. *The consensus of the Commission was to have a third reading for Ordinance 2018-49 with a proposed change in title. Vote upon passage of the motion was taken by ayes and nays and was as follows:*

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

Motion carried.

10.1 CAPITAL IMPROVEMENT PLAN: This item was placed on the agenda at the request of Vice Mayor Kreger who remarked Florida state law requires the five-year Capital Improvement Plan be reviewed each year by the Planning Department however this has not occurred in ten years.

Commissioner Ross stressed the need for a Fire Department master plan and discussed finances in detail and possible ways to spend impact fee funds. After additional discussion *the consensus of the City Commission was City Manager Martin will cause the Planning Advisory Board review and make recommendations to update the Capital Improvement Plan for inclusion in the final budget.*

CITY MANAGER REPORTS:

MEETING: City Manager Martin will attend the Northeast Florida League of Cities (NEFLC) meeting this Thursday January 17th in St. Augustine, all are welcome to attend.

HOLIDAY: City Manager Martin reminded all that Martin Luther King, Jr. Day will be celebrated with the annual parade on Monday January 21st. City offices will be closed.

WORKSHOP: City Manager Martin announced the City Commission Visioning Workshop will be held January 29th and reminded those who received a survey to complete and return as soon as possible.

MARINA: City Manager Martin reported the marina dredging is scheduled to begin next week. Discussions are ongoing with the US Army Corps of Engineers regarding the permit for the northern attenuator.

CITY ATTORNEY REPORTS:

ACCESSIBILITY: City Attorney Bach reported that a concerned citizen was unable to access files on the City website due to incompatibility with a screen reader; this is alleged to be in violation of the Americans with Disabilities Act (ADA). The City along with the Information Technology department (IT) is working toward full compliance and accessibility.

CITY CLERK REPORTS:

WORKSHOP: City Clerk Best announced the City Commission Visioning Workshop Tuesday January 29th 8a-5pm that will be held at the Fernandina Beach Golf Club.

EVENT: City Clerk Best announced a posted notice of gathering celebrating the Florida Arbor Day Plant-A-Tree event Friday January 18th 10am at the corner of 3rd and Elm Streets. All are welcome to attend.

MAYOR/COMMISSIONER COMMENTS:

PORT: Commissioner Ross presented a photo of the new \$2 million dollar building crane that was delivered to the port.

APOLOGY: Commissioner Chapman expressed regret that due to a previously scheduled commitment he cannot attend the upcoming Martin Luther King, Jr. parade.

PANEL: Commissioner Chapman suggested assembling a panel of citizens to review the City's compliance with the Americans with Disabilities Act (ADA).

RULES: Commissioner Chapman voiced frustration with fellow commissioners disregarding the rules for submission of presentations at City Commission meetings.

APOLOGY: Commissioner Lednovich apologized to Commissioner Chapman for his late submission and commit to being timely with future presentations.

AGENDA: After a brief discussion amongst the Commission, Mayor Miller stated that an agenda item will be forthcoming regarding timely presentation submissions.

CLASS: Vice Mayor Kreger announced his upcoming “Living on a Fragile Barrier Island” seminar series where he will speak, the class is currently at capacity.

MEETINGS: Vice Mayor Kreger attended the Amelia Park meeting to address concerns. An upcoming meeting will be held with the US Army Corps of Engineer regarding dune surveys.

PROPOSAL: Vice Mayor Kreger announced that Main Street Fernandina has received a proposal for the Wade-Vuturo building.

APPRECIATION: Mayor Miller reflected on this evening’s proclamation presented to Fernandina Beach teacher, Ms. Jennifer Albert, for the distinctive Milken award and expressed fortuity in having her as a leader in our community. Mayor Miller commended City Clerk Best for the outstanding job writing detailed, captivating proclamations that are a pleasure to present.

RECOGNITION: Mayor Miller was recently contacted by the editor of Livability.com on Fernandina Beach recently being voted the number one affordable island city, an impressive award.

RESCUE: Mayor Miller reported Nassau County Animal Control assisted in the recent dog hoarding case in Georgia, rescuing five neglected German Shepherds who are now being cared for by professionals and dedicated volunteers. Mayor Miller stated City Attorney Bach represents and advocates for all island animal cases. A “Dog of the Month” program will be forthcoming at City Commission meetings that will showcase a shelter dog available for adoption.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:50 pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a City Commission Workshop on Tuesday, February 19, 2019 at 5:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice Mayor Len Kreger, Commissioners Philip Chapman, Mike Lednovich and Chip Ross. Also present were City Manager Dale L. Martin, City Attorney Tammi Bach, and City Clerk Caroline Best.

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

4.1 BEACH MANAGEMENT AND SIGN PLAN: Commissioner Chip Ross provided a presentation regarding a complete Beach Management and Sign Plan.

City Manager Martin explained this is a continuation of an item presented to the City Commission approximately one month ago to solicit public input. This is a discussion item only.

Commissioner Ross stated he and Vice Mayor Kreger are members of the Amelia Island Tourist Development Council (TDC) which has proposed a comprehensive Clean Beach Program. Clean beaches attract tourists who leave trash behind which has an adverse effect on sand dunes. A proposed concept plan has been approved by the TDC and, although a work in progress, has not been approved by the City or Nassau County. Some proposed changes are alternative trash receptacles, beach cleanup crews to hand pick trash daily from the beach, eliminating beach raking except under special circumstances i.e. red tide remnants and create unified, attractive island wide beach signage including new beach access numbering to increase public safety. Oversight and management of the program are still to be determined. Funding would be generated through the TDC and bed tax alleviating residents of an additional tax.

5. PUBLIC COMMENT REGARDING THE BEACH MANAGEMENT AND SIGN PLAN:

The following individuals spoke to this item:

Mr. C.N. Corbett, 106 N. 15th Street, asked for clarification on who pays the current beach cleanup contract and if the proposed plan will be island wide, and what happens to reusable items such as beach chairs, tents, etc. that are left behind. Vice Mayor Kreger responded the TDC pays for beach cleanup and Nassau County has the contract to clean City beaches. The contract can be cancelled with thirty days' notice. Commissioner Ross responded items left behind are currently taken to the dump however ideas are being vetted to recycle usable items.

Ms. Mary Duffy, 2028 Alachua Street, concurs that an island wide beach cleanup program is needed however there are concerns about trash pickup at all hours and vendors receiving beach sensitivity training.

Mr. George Murphy, 3957 1st Avenue, owns a cottage on S. Fletcher Avenue and believes there is too much beach signage and requests signs be removed from the beach sand and put on the pavement. Commissioner Ross noted the proposed plan calls for signage to be placed on the hardscape at the entrances to the beach.

Vice Mayor Kreger is pleased with the forward movement addressing trash and signage issues and the Commission will meet with Nassau County Commissioners on Tuesday, March 12th.

Amelia Island Tourist Development Council Managing Director Mr. Gil Langley stated there is \$954,000 for beach projects this year.

Commissioner Lednovich questioned the trash can to compactor costs. Commissioner Ross explained there are major savings including frequency of pickups and container longevity. Mr. Langley concurred that the issue is not budget driven as much as efficacy driven.

Commissioner Ross suggested City Manager Martin draft a letter to the Nassau County Commissioners and the TDC to further investigate and create a detailed proposal. ***The consensus of the Commission was to direct the City Manager to draft a letter and proposal to the Nassau County Commissioners and Tourist District Council.***

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:34 pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-29
Scrivener Error Correction - Change Order Approval - Brance Diversified, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-29

SYNOPSIS: The City issued Invitation to Bid #18-23 for projects associated with the Fernandina Beach Harbor Marina's southern basin and the City-owned structure at 101 N. Front Street. On November 7, 2018, the City Commission awarded the bid to Brance Diversified, Inc. in the amount of \$3,199,170.32. Part of this project is funded by a loan from Wastewater. The amount of the Loan will be increased by an additional \$500,000.

Following commencement of this project, additional work has been identified related to dredging; Brance Diversified, Inc. submitted Change Order #1 in the amount of \$396,043.25 for this additional work.

FISCAL IMPACT: Funding for this project will be budgeted in the Marina Improvements **Dredging-Marina** account, 480 56300 **56328** with an increase in the loan from the Wastewater Fund in the amount of \$500,000; funding for Change Order # 1 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 2019-29.

Dale Martin, City Manager 02/26/2019

Pauline Testagrose, Comptroller 02/26/2019

Tammi E. Bach, City Attorney 02/26/2019

Date: February 25, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

SCRIVENER'S ERROR
RESOLUTION 2019-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING CHANGE ORDER # 1 WITH BRANCE DIVERSIFIED, INC. IN THE AMOUNT OF \$396,043.25 TO INCLUDE ADDITIONAL DREDGING AT THE FERNANDINA BEACH HARBOR MARINA; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation to Bid #18-23 for projects associated with the Fernandina Beach Harbor Marina's southern basin and the City-owned structure at 101 N. Front Street; and

WHEREAS, on November 7, 2018, the City Commission awarded the bid to Brance Diversified, Inc. in the amount of \$3,199,170.32; and

WHEREAS, following commencement of this project, additional work has been identified related to dredging. Brance Diversified, Inc. submitted Change Order #1 in the amount of \$396,043.25; and

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

WHEREAS, the additional funding will be from an increase of \$500,000 in the interfund loan from the City's Wastewater Fund and an amendment to the budget is needed to allocate the remaining project costs of \$500,000; and

WHEREAS, this amendment increases the total City Budget from \$156,184,500 to \$156,684,500.

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

SECTION 1. The City Commission hereby approves amending the budget by increasing the Dredging Marina account, 480 ~~56300~~56328, and increasing the Marina Loan Proceeds account, 480 38410, both by \$500,000.

SECTION 2. The City Commission hereby approves Change Order #1 with Brance Diversified, Inc. and authorizes increasing the total project cost to \$3,595,213.57.

SECTION 3. The City Manager and City Clerk are hereby authorized to the Change Order, upon review and approval of the City Attorney.

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

ADOPTED this 19th 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 the City Attorney's name.

Tammi E. Bach
City Attorney



Purchase Order

Fiscal Year 2019

Page: 1 of: 1

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City of Fernandina Beach
CITY MANAGER
204 ASH STREET
FERNANDINA BEACH, FL 32034

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **19000068**

Delivery must be made within doors of
specified destination.

V
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BRANCE DIVERSIFIED
14664 DIAMOND RANCH LANE
JACKSONVILLE, FL 32234

S
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CITY MANAGER
204 ASH STREET
FERNANDINA BEACH, FL 32034

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
904-742-7562			19092			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
12/21/2018	7021			CITY MANAGER		
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading MARINA SOUTHERN BASIN AND 101					
1	PROJECTS RELATED TO THE MARINA SOUTHERN BASIN AND 101 N. FRONT STREET RESOLUTION 2018-164		1.0	EACH	\$3,199,170.32	\$3,199,170.32
	***** GL SUMMARY *****					
	3007200 - 56328					\$1,087,474.00
	480 - 56300					\$2,111,696.32

By: 
Comptroller

VENDOR COPY

Total Ext. Price \$3,199,170.32
PO Total **\$3,199,170.32**

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 by 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 personality 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**

AIA DOCUMENT G701

AIA form G701

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

**Resolution 2019-29
Exhibit "A"**

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PROJECT: Fernandina Harbor Marina
South Basin Realignment

CHANGE ORDER NUMBER: 1

DATE: 1/30/2019

ARCHITECT'S PROJECT NO.:

TO CONTRACTOR:

CONTRACT DATE: 11/9/2018

Brance Diversified, Inc.

CONTRACT FOR: Dredging-South Basin Reconfiguration

The Contract is changed as follows:

The original contract sum of \$547,500.00 for dredging is based on 30,000 cubic yards. The actual quantity determined by a recent pre-dredge survey down to -8 MLW is 38,671 cubic yards and to -9 MLW is 44,701 cubic yards. The additional quantity to allow for sloughing from the 8 foot box cut has been determined by City staff and consultants to be 7,000 cubic yards. In order to cover the maximum allowable cubic yards we must increase the item for dredging to 51,701 cubic yards.

APPROVED: _____

Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was

\$547,500.00

Net change by previously authorized Change orders

\$0

The Contract Sum prior to this Change order was

\$547,500.00

The Contract Sum will be increased by this Change Order in the amount of

\$396,043.25

The new Contract Sum including this Change order will be

\$943,543.25

The Contract Time will be (increased) decreased) (unchanged) by

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Applied Technology & Management, Inc.

Brance Diversified, Inc.

City of Fernandina Beach

ARCHITECT

CONTRACTOR

OWNER

411 Pablo Ave.

601 Bryan Street

204 Ash Street

Address

Address

Address

Jacksonville Beach, FL 32250

Jacksonville, FL 32202

Fernandina Beach, FL 32034

BY

BY

BY

DATE

DATE

DATE

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 - THE
AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987

CHANGE ORDER

AIA form G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER☐
☐
☐
☐
☐

AIA DOCUMENT G701

PROJECT: Fernandina Harbor Marina
South Basin Realignment**CHANGE ORDER NUMBER:** 1**DATE:** 1/30/2019**ARCHITECT'S PROJECT NO.:****TO CONTRACTOR:****CONTRACT DATE:** 11/9/2018

Brance Diversified, Inc.

CONTRACT FOR: Dredging-South Basin Reconfiguration

The Contract is changed as follows:

The original contract sum of \$547,500.00 for dredging is based on 30,000 cubic yards. The actual quantity determined by a recent pre-dredge survey down to -8 MLW is 38,671 cubic yards and to -9 MLW is 44,701 cubic yards. The additional quantity to allow for sloughing from the 8 foot box cut has been estimated to be 7,000 cubic yards. In order to cover the maximum allowable cubic yards we propose to increase the maximum allowable pay quantity for dredging to 51,701 cubic yards to account for the overdredging allowance and sloughing.

APPROVED:_____
Construction Management**Not valid until signed by the Owner, Architect and Contractor.**

The original Contract Sum was	\$547,500.00
Net change by previously authorized Change orders	\$0
The Contract Sum prior to this Change order was	\$547,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$396,043.25
The new Contract Sum including this Change order will be	\$943,543.25

The Contract Time will be (increased) decreased) (unchanged) by
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which
have been authorized by Construction Change Directive.

Applied Technology & Management, Inc.	Brance Diversified, Inc.	City of Fernandina Beach
ARCHITECT	CONTRACTOR	OWNER
411 Pablo Ave.	601 Bryan Street	204 Ash Street
Address	Address	Address
Jacksonville Beach, FL 32250	Jacksonville, FL 32202	Fernandina Beach, FL 32034
BY	BY	BY
DATE	DATE	DATE

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2019-39
Sole Source Vendor Approval - Smith & Loveless, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-39

SYNOPSIS: Smith & Loveless, Inc. is the manufacturer of the Pista Grit Chamber Drive Assembly. The Wastewater Plant was built for this style of assembly and the existing thirty plus year old Pista Grip Chamber Drive Assembly is not currently repairable.

The Pista Grit Chamber Mechanical Assembly removes sand/grit from the water to keep it out of the Wastewater Carrousel, which reduces the volume in the Wastewater Carrousel.

Staff recommends approving Smith & Loveless, Inc. as the sole source vendor for equipment and related parts in excess of \$20,000 for Fiscal Year 2018/2019.

FISCAL IMPACT: Funds are budgeted and available in Utilities Wastewater Repair/ Maintenance of Equipment account, 450 54620.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-39.

John Mandrick, Utilities Director	02/14/2019
Nicole Bednar, Administrative Services Manager	02/19/2019
Dale Martin, City Manager	02/20/2019
Pauline Testagrose, Comptroller	02/22/2019
Tammi E. Bach, City Attorney	02/22/2019
Katie Newton, Legal Assistant	02/25/2019

Submitted By: _____ Date: February 14, 2019
Alice Gizzo, Administrative Specialist

COMMISSION ACTION: Adopt

RESOLUTION 2019-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING SMITH & LOVELESS, INC. AS THE SOLE SOURCE VENDOR FOR THE PURCHASE OF A GRIT CHAMBER MECHANICAL DRIVE ASSEMBLY WITH RELATED DRIVE TUBE AND AXIAL FLOW PROPELLERS FOR THE UTILITIES DEPARTMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Utilities Department is requesting the City Commission's approval of Smith & Loveless, Inc. as a sole source vendor for the purchase of a Pista Grit Chamber Mechanical Drive Assembly with related drive tube and axial flow propellers to replace the existing system which is over thirty years old and beyond repair; and

WHEREAS, Smith & Loveless, Inc. is the sole source provider of the Pista Grit Chamber Mechanical Drive Assembly and has quoted a total cost of \$32,947; and

WHEREAS, expenses during Fiscal Year 2018/2019 are anticipated to exceed the sole source limit of \$20,000 and City Commission approval is required for sole source expenses exceeding this amount; and

WHEREAS, funding is budgeted and available in the Utilities Wastewater Repair & Maintenance of Equipment account, 450 54620, 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 Smith & Loveless, Inc. as a sole source vendor for the purchase of a Pista Grit Chamber Mechanical Drive Assembly and related parts in the amount of \$32,947.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to this purchase, upon review and approval of the City Attorney.

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

ADOPTED this 5th day of March, 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



SALES AGREEMENT

Smith & Loveless, Inc.
14040 Santa Fe Trail Drive
Lenexa, Kansas 66215-1284, USA
Phone: (913) 888-5201
Fax: (913) 748-0106

DATE: 2/12/19
PROJECT: Fernandina Beach, FL
INQ #: EB-28517
EXISTING S&L SN: 03-0844

CUSTOMER CONTACT:
CUSTOMER PHONE:
CUSTOMER E-MAIL:

YOUR LOCAL SMITH & LOVELESS REPRESENTATIVE CONTACT INFORMATION:

SALES PERSON & CONTACT PH: Angie Burke-772-220-2900-o
REPRESENTATIVE COMPANY: Sanders Company
REPRESENTATIVE FAX: 772-220-3088

SCOPE OF EQUIPMENT:

- One (1) complete PISTA® GRIT CHAMBER™ mechanical drive assembly.**
 - Includes TEFC chem duty motor with alarm contacts, gear reducer, pinion, and bull gear.
 - Includes drive cover plate, constructed of carbon steel.
 - Air bell, constructed of carbon steel.
 - Includes mounting hardware.
- One (1) PISTA® GRIT CHAMBER™ drive tube (without fluidizer).**
 - Constructed of carbon steel.
 - Includes mounting hardware.
- One (1) set of axial flow propellers for the PISTA® GRIT CHAMBER™.**
 - Constructed of carbon steel
 - Includes mounting hardware.

PRICE (includes freight): \$32,947

-MORE-

Page: 2 of 2
Inq: EB-28517
SN: 03-0844
Location: Fernandina Beach, FL

SHIPMENT: Manufacturing completion is Estimated at 10 - 12 weeks from approved submittals.
FUEL SURCHARGE: Any fuel surcharge assessed to Smith & Loveless, Inc. Shall be passed on at cost to customer. This fuel surcharge was not included in our quote and will be in addition to the contract amount.
INSTALLATION: Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation.
FREIGHT: F.O.B. Origin.
PAYMENT: All purchase orders must be made out to Smith & Loveless, Inc.
Payment is 100% prior to shipment via check or, with continuing credit approval, 100% the earlier of net 30 days from date of shipment or at time of start up (if S&L start up is included in our quote).
TERMS: Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department. In the event of any inconsistency between S&L's terms and conditions and buyers purchase order, S&L's terms and conditions shall govern.
TIME FRAME: Quote is good for 90 days.
EQUIPMENT: If the equipment Smith & Loveless is providing is associated with the retrofit or modification of existing equipment, field adjustments to the existing and/or new equipment may be required for correct installation. Such adjustments may include, but are not limited to, piping modifications, grouting, shimming, control panel or electrical changes, etc. Smith & Loveless is relying on information provided by the customer, the installing contractor, or others with regard to the measurement, model or part numbers, drawings, and descriptions of existing equipment in the design and manufacturing of the new equipment for this project. As a result, Smith & Loveless shall not be responsible for any problems or difficulties encountered when fitting up new equipment with existing equipment.

Agreed to this ____ day of _____, 201_, Lenexa, KS.

BUYER

By: _____
PRINT NAME

AUTHORIZED SIGNATURE

ADDRESS

CITY, STATE, ZIP

PHONE

Agreed to this ____ day of _____, 201_ at

SMITH & LOVELESS, INC.

By: _____
AUTHORIZED SIGNATURE

Is this purchase tax exempt? ___Yes ___No

If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

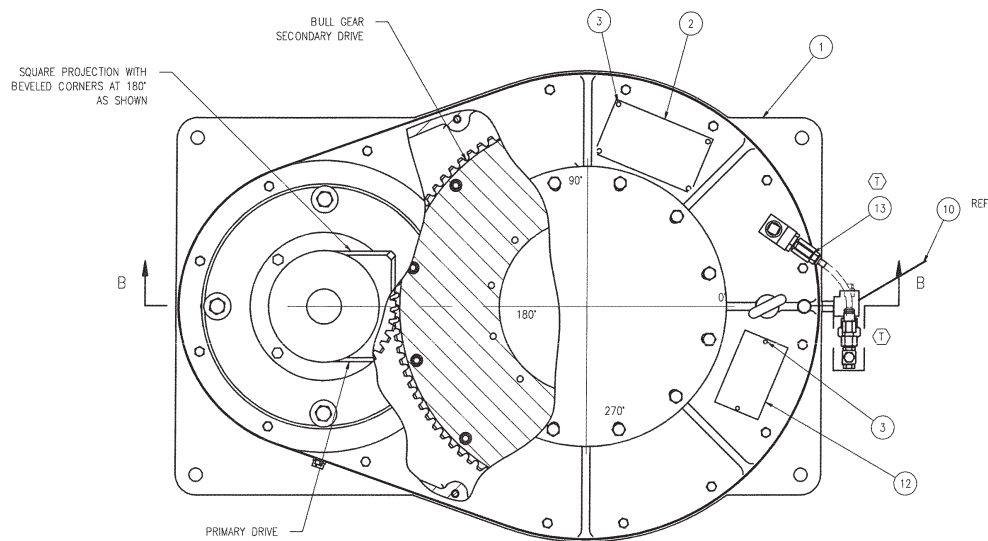
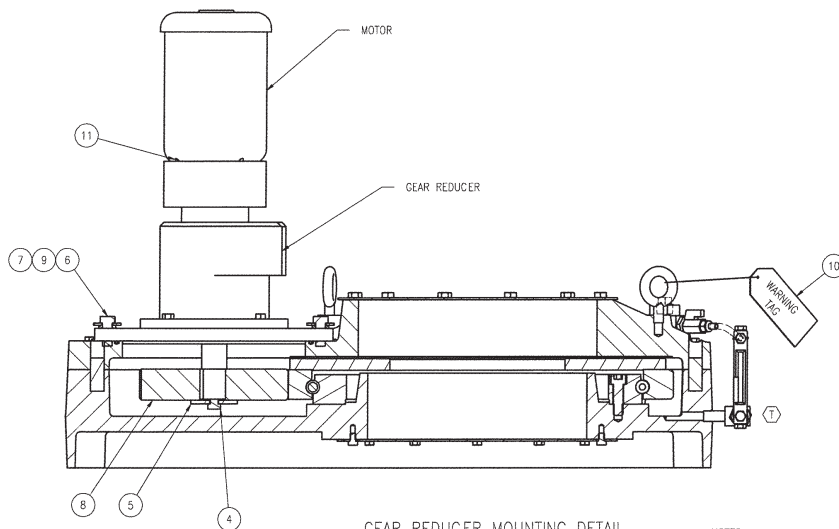


PLATE MOUNTING DETAIL AND GEARBOX ORIENTATION DETAIL



GEAR REDUCER MOUNTING DETAIL

NOTES:

1. COAT SHAFT, KEY AND ITEMS 4, 5, 8 WITH OIL BEFORE INSTALLATION.
2. MAKE CERTAIN O-RING IS STILL IN PLACE BEFORE INSTALLING GEAR REDUCER
3. PAINT PER 95L41-15...
4. PRIMARY GEARBOX SHOWN AT 180° ORIENTATION WITH BULL GEAR SECONDARY DRIVE.

67C132A (CS)						BILL OF MATERIAL		
Item	Qty	UM	Part Number	Raw Matl	Description	Size	Wt Ea	
1	1	EA	67D165		BULL GEAR REDUCER	GALV. STEEL	932.0	
2	1	EA	12L167		PISTA GRIT NAMEPLATE		0.0	
3	6	EA	6L23A		SCREW, DRIVE - GALV	#8	0.0	
4	1	EA	6L151N		NYLOCK CAPSCREW	1/2-13 X 1 1/4"	0.0	
5	1	EA	67A118	10L22E	WASHER, RETAINING	3" DIA	0.5	
6	4	EA	6L59HE		CAPSCREW, 304 SST	5/8-11 X 1 1/2"	0.2	
7	4	EA	6L94L		WASHER, LOCK, 304 SST	5/8"	0.0	
8	1	EA	67C130A		PINION		36.5	
9	4	EA	6L61L		WASHER, FLAT ELECTRO GALVANIZED	5/8"	0.1	
10	1	EA	12A255		TAG, LUBRICATION WARNING		0.0	
11	4	EA	6L178CA		CAPSCREW, SOCKET HEAD - 304 SS	3/8-16 X 1"	0.1	
12	1	EA	12L171A		PISTA DRIVE MAINTENANCE PLATE		0.1	
13	1	EA	66B316		BULL GEAR, OIL LEVEL SIGHT GLASS		3.4	

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67C132B (304 SS)						BILL OF MATERIAL		
Item	Qty	UM	Part Number	Raw Matl	Description	Size	Wt Ea	
1	1	EA	67D165A		BULL GEAR REDUCER	304 SS	932.1	
2	1	EA	12L167		PISTA GRIT NAMEPLATE		0.0	
3	6	EA	6L194B		SCREW, DRIVE - SS	1/2"	0.0	
4	1	EA	6L207N		CAPSCREW, NYLOCK - 304SS	1/2-13 X 1 1/4"	0.1	
5	1	EA	67A118A	10L133EA	WASHER, RETAINING - 304SS	3" DIA	0.5	
6	4	EA	6L59HE		CAPSCREW, 304 SST	5/8-11 X 1 1/2"	0.2	
7	4	EA	6L94L		WASHER, LOCK, 304 SST	5/8"	0.0	
8	1	EA	67C130A		PINION		36.5	
9	4	EA	6L65L		WASHER, FLAT, 304 SST	5/8"	0.1	
10	1	EA	12A255		TAG, LUBRICATION WARNING		0.0	
11	4	EA	6L178CA		CAPSCREW, SOCKET HEAD - 304 SS	3/8-16 X 1"	0.1	
12	1	EA	12L171A		PISTA DRIVE MAINTENANCE PLATE		0.1	
13	1	EA	66B316		BULL GEAR, OIL LEVEL SIGHT GLASS		3.4	

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67C132C (316 SS)						BILL OF MATERIAL		
Item	Qty	UM	Part Number	Raw Matl	Description	Size	Wt Ea	
1	1	EA	67D165B		BULL GEAR REDUCER	316 SS	932.1	
2	1	EA	12L167		PISTA GRIT NAMEPLATE		0.0	
3	6	EA	6L194B		SCREW, DRIVE - SS	1/2"	0.0	
4	1	EA	6L207NA		CAPSCREW, NYLOCK - 316SS	1/2-13 X 1 1/4"	0.1	
5	1	EA	67A118B	10L66EA	WASHER, RETAINING - 316SS	3" DIA	0.5	
6	4	EA	6L59HEA		CAPSCREW, 316 SST	5/8-11 X 1 1/2"	0.2	
7	4	EA	6L94LA		WASHER, LOCK, 316 SST	5/8"	0.0	
8	1	EA	67C130A		PINION		36.5	
9	4	EA	6L65LA		WASHER, FLAT, 316 SST	5/8"	0.1	
10	1	EA	12A255		TAG, LUBRICATION WARNING		0.0	
11	4	EA	6L178CAA		CAPSCREW, SOCKET HEAD - 316 SS	3/8-16 X 1"	0.1	
12	1	EA	12L171A		PISTA DRIVE MAINTENANCE PLATE		0.1	
13	1	EA	66B316		BULL GEAR, OIL LEVEL SIGHT GLASS		3.4	

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67C132/T

DRAWN BY: L.L.H.		DATE: 3/1981		ALLOWABLE FOR TOLERANCES	
CHECKED BY: E.A.H.		DATE: 8/1981		FRACTIONS	
APPROVED BY: J.W.		DATE: 9/1981		DECIMALS	
LET ECN NO. DATE		SCALE: H.T.S.		ANGLES	
ORIGINAL NB1-53		© Smith & Loveless, Inc.		1981.03.03.06.08.09.05.07	
ISSUE		2001.03.03.11.13.14		SERIAL NO.	
RESIDENT AGREES THE INFORMATION ON THIS DRAWING AND THE EQUIPMENT DESCRIBED HEREIN IS CONFIDENTIAL, PROPRIETARY AND PROTECTED UNDER UNITED STATES AND FOREIGN INTELLECTUAL PROPERTY LAWS OWNED BY SMITH & LOVELESS, INC. UNLESS OTHERWISE NOTED. NO REPRODUCTION OR TRANSMISSION OF THIS DRAWING OR EQUIPMENT IS PERMITTED WITHOUT THE WRITTEN CONSENT OF SMITH & LOVELESS, INC. THIS AGREEMENT IS A CONDITION OF THE EQUIPMENT TO BE TAKEN BY A THIRD PARTY. SMITH & LOVELESS, INC. TRANSFERS NO RIGHTS IN THIS DRAWING OR THE INFORMATION AND EQUIPMENT DESCRIBED HEREIN, INCLUDING ANY IN PATENT, TRADE MARK, OR OTHER RIGHTS.					
FILE NAME: 67C132T.dwg		SIZE: U/M EA		WT.	
DWG NO: 67C132		REV T		SCALE: 1:1	
		Smith & Loveless, Inc.			

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-40
Sole Source Vendor Approval - US Ecology

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-40

SYNOPSIS:

Section E.6 of the Purchasing Policy requires that accumulated purchases for a sole source vendor may not exceed \$20,000 per year. Any purchases over \$20,000 require City Commission approval.

The purpose of this Resolution is to obtain City Commission approval for US Ecology to be recognized as a sole source vendor in the current fiscal year. US Ecology provides hazardous waste disposal and recycling services for many municipalities and organizations in the southeast United States and has provided these services to the City of Fernandina Beach for previous recycle events.

Attached is a copy of the Alachua County contract. US Ecology will honor the same pricing structure for the City of Fernandina Beach. It is anticipated that purchases through this vendor MAY exceed \$20,000 in this fiscal year.

FISCAL

Funds are budgeted and available in Sanitation Other Contractual Services account, 440 53400.

IMPACT:

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-40.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	02/05/2019
Nicole Bednar, Administrative Services Manager	02/18/2019
Dale Martin, City Manager	02/20/2019
Pauline Testagrose, Comptroller	02/20/2019
Tammi E. Bach, City Attorney	02/22/2019

Date: January 08, 2019

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2019-40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING US ECOLOGY AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2018/2019; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section E.6 of the Purchasing Policy requires that accumulated purchases for a sole source vendor may not exceed \$20,000 per year; and

WHEREAS, any purchases that exceed \$20,000 require approval by the City Commission; and

WHEREAS, fees relating to the 2019 Hazardous Waste Cleanup & Recycle Event may exceed \$20,000 during Fiscal Year 2018/2019; however total expenses may not exceed a maximum of \$45,000; and

WHEREAS, funds are budgeted and available in Sanitation Other Contractual Services account, 440 53400.

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

SECTION 1. The City Commission hereby approves US Ecology as a sole source vendor for the handling of hazardous waste for the 2019 Hazardous Waste Cleanup & Recycle Event in an amount not to exceed \$45,000.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to this proposal, upon review and approval of the City Attorney.

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

ADOPTED 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



February 5, 2019

Dear Mr. Glisson:

RE: Alachua County Household Hazardous Waste Disposal Services Contract

Jeremiah Glisson
The City of Fernandina Beach
Fleet Maintenance Division
204 Ash Street
Fernandina Beach, FL 32034
ELUGO@BROWARDSCHOOLS.COM

Dear Mr. Glisson:

Please consider this correspondence as a formal acknowledgement to your request to utilize the Alachua County Household Hazardous Waste Collections and Disposal Services Contract (contract documents provided under separate cover) for the purposes of the City's household hazardous waste disposal services.

US Ecology Tampa, Inc. is agreeable to extend the terms and conditions of the Alachua County contract, "Household Hazardous Waste Collections and Disposal Services; Contract No. 11056", to the City of Fernandina Beach (the City). Any work to be performed outside of the scope of the referenced contract will be negotiated independently between the City and US Ecology Tampa, Inc. as needed and upon agreement by both parties.

Thank you for the opportunity to serve The City of Fernandina Beach and we look forward to working with you in the future. If you need additional information or have any questions, please do not hesitate to contact either Tyler Colcord/HHW and Lab Pack Operations Manager or me.

Respectfully,

US Ecology Tampa, Inc.
Richard R. Kaiser II, Business Manager Southeast
D: (813) 319-3415
Rich.kaiser@usecology.com

Grants & Contracts - Transmittal Memo

DATE: October 10, 2018

FROM: Purchasing Division, Contracts

TO: Kate Libby

CONTRACT #: 11056

VENDOR: EQ of Florida dba US Ecology

DESCRIPTION: #11056 EQ of Florida dba US Ecology for contractual services for the provision of transport and disposal of hazardous household waste. Bid 19 193

APPROVED BY: Board of County Commissioners

APPROVAL DATE: October 9, 2018

RECEIVED ON: October 10, 2018

TERM START: October 10, 2018

TERM END: September 30, 2020

AMOUNT: \$200,000.00

RFP/BID #: 19 193

POR #
(ENCUMBERANCE):

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY
AND EQ OF FLORIDA, dba US ECOLOGY FOR THE PROVISION OF TRANSPORT
AND DISPOSAL OF HAZARDOUS HOUSEHOLD WASTE (HHW) BID 19-193**

This Agreement is entered into this 28th day of September, 2018 between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **US Ecology Tampa, Inc.**, doing business at **7202 E. 8th Avenue, Tampa, FL 33619** hereinafter referred to as "Contractor" (collectively hereinafter the County and Contractor are referred to as "Parties")

WITNESSETH

WHEREAS, the County issued Bid #19-193 seeking firm fixed prices from Contractors to furnish Annual Transport and Disposal of Hazardous Waste, in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to Bid #19-193, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the services described in Bid # 19-193 and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.** This agreement is effective for two (2) year beginning October 1, 2018 and continuing through September 30, 2020 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional ^{two}~~one~~ (2) year periods at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "1."**
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 3.1. The Contractor is a professional, qualified to perform the services described.
 - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.
 - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

4. **Method of Payment.** For all services actually, timely, and faithfully performed, the Contractor will be paid as follows:

4.1. The Contractor shall be paid a sum not to exceed \$200,000.00, for the initial term of the Agreement, allocated in the following manner:

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department: Environmental Protection
ATTN: Joshua Prouty
Title: Hazardous Waste Coordinator
408 W. University Avenue, Suite 106
Gainesville, FL, ZIP 32601

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII, Florida Statutes, ("Local Government Prompt Payment Act") to:

US Ecology Tampa, Inc.
7202 E. 8th Avenue
Tampa, FL 33619

4.4. Reimbursable expenses will be paid by the County to the Contractor for the following services or costs outlined below. The Contractor will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation. Any reimbursement for travel expenses will be in accordance with §112.061, Florida Statutes

4.4.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor, and with the prior approval of the County.

- 4.4.2. Fees paid for securing approval of authorities having jurisdiction over the Project.
- 4.4.3. Actual expense of reproductions, postage, and handling of drawings and specifications.
- 4.4.4. If authorized in writing in advance by the County, the cost of other expenditures made by the Contractor in the interest of the Project, provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.
- 4.4 No Additional reimbursable expenses will be paid under this Agreement.

5. Alachua County Minimum Wage:

- 5.1. Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government.
 - 5.2. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the "Minimum Wage").
 - 5.3. The County may amend the applicable Minimum Wage on or before October 1st of each year.
 - 5.4. The Contractor must provide certification, **Exhibit 4**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
 - 5.5. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply a copy of the Wage Ordinance to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
 - 5.6. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
 - 5.7. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor
- 6. Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit "2."**

7. Personnel.

- 7.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties

anticipate the following parties will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Tyler Colcord	IIHW Program Manager

7.2. So long as the individuals named above remain actively employed, or are able to be retained, by the Contractor, they shall perform the functions indicated next to their names. The Alachua County Manager, or designee, may authorize changes to this list in writing.

8. **Notice.** Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

County: Joshua Prouty
Title: Hazardous Waste Coordinator
Dept: Environmental Protection
408 W. University Avenue, Suite 106
Gainesville, FL, ZIP 32601

Contractor: Corporate Name: US Ecology Tampa, Inc.
Address: 7202 East 8th Avenue
City/State/Zip: Tampa, FL 33619
ATTN: Tyler Colcord

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess Irby, Esq. Clerk of the Court 12 SE 1 st Street Gainesville, FL 32602 ATTN: Finance and Accounting	and	Procurement Division 12 SE 1 st Street Gainesville, Florida 32601 Attn: Contracts/Grants

9. **Default and Termination.**

- 9.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) calendar days to cure the default. The Director of Environmental Protection is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on

behalf of the County to the Contractor.

- 9.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

10. Project Records.

10.1 General Provisions:

10.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(1), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.2 In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

10.1.3 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

10.2 Confidential Information:

10.2.1 During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

10.2.1 The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10.3 Project Completion: Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

10.4 Compliance: If the Professional who fails to provide the public records to the County within a reasonable time, the Professional may be subject to penalties under s. 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC DIRECTOR ENVIRONMENTAL PROTECTION DEPARTMENT RECORDS

RELATING TO THIS CONTRACT, CONTACT THE ENVIORNMENTAL PROTECTION DEPARTMENT VIA E-MAIL AT chris@alachuacounty.us, TELEPHONE AT (352)-264-6800, OR US MAIL Alachua County Environmental Protection department, Chris Bird, 408 West University Ave, Suite 106, Gainesville FL 32601

11. Insurance. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "3"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "3-A"**

12. Permits. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

13. Laws & Regulations. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

14. Indemnification.

14.1 The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

14.2 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

15. Assignment of Interest. The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. Successors and Assigns. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

17. Independent Contractor. In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement. Policies and decisions of Contractor, which may be represented by Contractor in performance of this Agreement, shall not be construed to be the policies or decision of the County.

18. Collusion. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

19. Conflict of Interest. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

20. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

21. Severability. Paragraphs 11 and 14 are essential and indivisible provisions of this Agreement and must be interpreted to provide the broadest protection to the County. If paragraph 11 or paragraph 14 is declared to be void by a court of law, then the entire Agreement is void. If any other provisions of this Agreement are declared void by court of law, all other provisions will remain in full force and effect.

22. Non Waiver. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

23. Governing Law and Venue. This agreement is governed in accordance with the laws of

the State of Florida. Venue shall be in Alachua County.

24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties, executed with the same formalities as this Agreement.

26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

28. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.

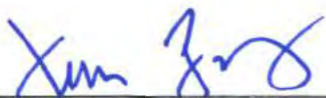
29. **Entire Agreement.** This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: 
Lee Pinkson, Chair
Board of County Commissioners
Date: 10/9/18

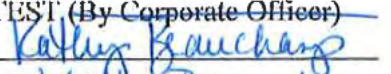
ATTEST:


J.K. "Jess" Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM


Alachua County Attorney's Office

ATTEST (By Corporate Officer)
By: 
Print: Kathy Beauchamp
Title: HR Generalist

CONTRACTOR
By: 
Print: DON LOCKE
Title: GENERAL MANAGER
Date: 10/01/18

IF INCORPORATED PLEASE PROVIDE A CORPORATE RESOLUTION OF SIGNATURE AUTHORITY AND HAVE attested (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

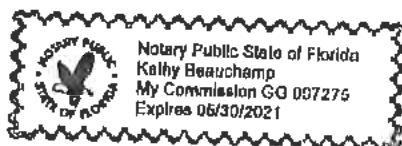


EXHIBIT 1: SCOPE OF SERVICES

Duties of the Contractor. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County:

1. The Contractor shall provide pickup, transportation, disposal and other services for HHW and/or Conditionally Exempt Small Quantity Generator (CESQG) waste as detailed in each lot. Drums will meet or exceed all state and federal regulations. Materials may be Hazardous Wastes, Universal Wastes or Non-Hazardous Wastes. HHW and CESQG wastes will be commingled and will no longer be identifiable or separable once packaged by the County. HHW, as well as CESQG wastes, are exempted from hazardous waste disposal requirements under Title 40 of the Code of Federal Regulations, section 261.4(b)(1). However, as outlined by the U.S. Environmental Protection Agency (USEPA), the reasons that these wastes are exempted is not a function of their hazardous characteristics, but rather, a function of their generation by consumers in their households. To ensure the protection of the public's health, safety and welfare, the County requires materials collected through the HHW and CESQG programs that would otherwise meet the definition of a hazardous waste be managed and transported as regulated hazardous waste.

2. The Contractor shall comply with all federal, state, and local regulations that pertain to the transportation, storage, recycling and/or disposal of household hazardous waste as well as all other federal, state and local regulations governing the operations of their business. The Contractor shall be responsible and shall be liable to the County for any penalties imposed for the Contractor's failure to comply with any such federal, state or local regulations. The Contractor shall provide removal of HHW from the Collection Center by use of personnel trained according to 29 Code of Federal Regulations (CFR) 1910.1200. The trained personnel that remove hazardous waste shall be equipped with appropriate safety equipment (i.e., eye protection, coveralls, etc.) to ensure the safe removal of hazardous waste. The Contractor shall, unless otherwise directed by the County, provide housekeeping services in order to maintain a clean and orderly work/storage area during the pickup and transportation of HHW at the collection center.

The Collection Center is defined as follows:

Alachua County HHW Collection Center
5125 NW 63rd Avenue
Gainesville, Florida 32609
(352) 334-0440

3. The Contractor shall at all times guard against damage or loss to the property of the County or of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents. The Contractor shall also be responsible for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements such as flooding, rainstorms, wind damage, or vandalism.

4. It is required by the County that all HHW collected by the Contractor that cannot be reused or recycled be properly identified, labeled and manifested for treatment or disposal as a Subtitle C hazardous waste.
5. The Contractor shall comply with all applicable requirements of 40 CFR and 49 CFR regarding the lawful transportation and disposal of hazardous wastes.
6. The Contractor shall notify the County within forty-eight (48) hours of any Legal or Regulatory Actions, or any Notices of Violation taken against the Contractor utilized within the scope of this agreement.
7. Additional or alternate disposal sites and/or subcontractors may not be utilized by the Contractor for services within the scope of this agreement without written authorization from the County.
8. The County shall allow the use of subcontractors in the performance of activities specified in this Agreement. The Contractor must meet all of the requirements specified within this agreement for work performed by the Contractor and subcontractors must meet all of the minimal requirements for activities which will pertain to functions performed by the subcontractor. The Contractor shall be solely responsible for the activities performed by the subcontractor and the Contractor shall indemnify and hold the County harmless for any work or services performed by the subcontractor. A duly licensed Treatment Storage Disposal Facility (TSDF) which is not owned by the Contractor, and which is approved by the County, shall not be considered subcontract activity as relating to this agreement.
10. The Contractor shall provide the following documents throughout the term of this Agreement:
 - a. Copies of Manifests, Original Manifests, Certifications, Land Disposal Restriction forms and other federally required documents for the management of hazardous waste within Federal or State mandated time frames.
 - b. A Certificate of Tracking (COT), at least semi-annually, providing the status of all County waste handled by the Contractor. The COT should clearly indicate the current status and management trail from pickup through all intermediate, final and ultimate disposal facilities. Include the pickup manifest number, pickup date, container numbers, TSDF site name and location, TSDF EPA identification number and facility type.
 - c. A Certificate of Destruction, Recycling, Disposal or Treatment, within 120 days of Contractor possession, as applicable, and for all waste, issued by the final management facility within one year of pickup.
 - d. Detailed invoices for all work performed under this agreement. At a minimum the invoice shall include the manifest number, contract number, container gross weight, net weight, contract item number, contract price, supplies, labor, disposal and all other expenses

to be paid under this agreement.

e. Blank manifests, profile sheets, and other paperwork required for waste approval, shipment or disposal acceptance. County forms may be substituted upon mutual agreement.

11. The Contractor shall perform on site quality control measures at their own discretion and at no cost to the County. Wastes found to be off-spec or not meeting profile parameters will be identified and left on site.

12. Wastes which are identified as off-spec at the Contractor's facility may be re-profiled or returned to the County. Charges for returned wastes will be in accordance with pricing schedules. Surcharges of any type are not allowed under the terms of the contract. Wastes will be re-profiled or returned.

13. The Contractor shall provide pickup, transportation, disposal and other services for HHW and/or CESQG waste as detailed in each Lot. Pickup of hazardous waste is expected within two weeks of request for services.

a. **Lot A & B Bulk and Loose Pack**

- The County will perform the packaging, labeling and marking of these containers in accordance with Department of Transportation requirements, and have them ready for transport. Shipping papers and other required forms will be completed by the Contractor if requested.

- The County will only package waste conforming to pre-approved profiles in accordance with protocols supplied by the Contractor. The County will characterize waste streams and submit profile information as necessary. The County will mark each container with a profile number, a container tracking number and a gross weight.

b. **Lot C - Lab Pack**

- The County will perform the packaging, labeling and marking of these containers in accordance with the Department of Transportation requirements, ready for transport. Shipping papers and other required forms will be completed by the Contractor if requested.

- The County will only lab pack wastes in accordance with the guidelines supplied by the Contractor. Container content sheets will be completed by the County for all lab packs. The County will submit these to the Contractor for review and will make any packaging changes per the Contractor's instructions prior to pick up. The County will mark each container with a profile number, a County container tracking number and a gross weight.

- The County and/or Contractor shall use only vermiculite or organic absorbents.

Other inorganic materials such as clay absorbents are not allowed unless necessary and approved by the County.

-The County may request on site lab packing services for materials collected at the County facility. Service will be requested at least two weeks in advance and charges will be in accordance with the pricing schedule.

-The Contractor shall supply technical support, written protocols, appropriate training and guidance to allow the County staff to lab pack waste to meet Contractor standards for acceptance at disposal facilities. The training shall include: special packaging criteria, allowable shipping containers, segregation guidelines, unacceptable materials, packaging media desired, volume of waste allowed per container, labeling and marking, and special handling for reactive materials.

-The Contractor, for Lot C Lab Pack waste removal, shall provide, at no additional cost, the personnel, equipment, supplies and material necessary to conduct at least one (1) lab packing training class for County personnel at the start of each contract year. Each class shall focus on general handling, storing, segregating, chemical compatibility, and specific Contractor requirements for lab packing materials to meet Contractor's criteria. The Instructor, provided by the Contractor will be a qualified chemist or equivalent with 40 hours OSHA Hazwoper training and provide all necessary personal protective equipment.

c. **Lot D Additional Services**

The County may request additional services for other labor, facilities and materials to be provided by the Contractor which are not included elsewhere in the contract.

14. Calculation of Weights - The net weight of the wastes collected shall be on a Net Pound or Net Weight basis. The purpose of net weight pricing is to eliminate the dependence on the container size and container cost as a unit price. The County may purchase its own drums and packaging supplies or may purchase directly from the contractor and desires to have maximum flexibility in choosing packaging methods. Currently, most wastes are packaged in 55 gallon reconditioned steel drums; however, cubic yard boxes, 55 gallon poly, 30 gallon, 20 gallon and five gallon containers or drums are used when appropriate. Other DOT approved packaging, such as different drum sizes, may be used if desired.

a. All shipping containers offered for transport shall be weighed by the County for the purpose of determining disposal costs. Gross weight will be marked on the container. The net weight will be determined by subtracting the weight of the outer packaging container from the gross weight of the package.

b. The net weight shall include the weight of the absorbent materials. Only vermiculite or organic absorbents are allowed for use except where incompatible with the

waste. Other organic materials such as clay absorbents are not allowed. For purposes of determining the net weight, the following standard container tare weights will be used:

55 gallon steel drum	42 pounds
55 poly drum	30 pounds
30 gallon steel drum	30 pounds
20 gallon fiber drum	10 pounds
5 gallon pail	5 pounds
Cubic yard container with pallet	42 pounds

c. The weights of other shipping containers not listed will be reasonably determined and agreed upon as needed. If scales are not available on site the Contractor shall weigh containers at their site and indicate gross weights on the invoice. Discrepancies in gross weights measured at the County's and the Contractor's site will be resolved by mutual agreement.

FEE SCHEDULE

LOT A - BULK PACKS

LOT A-- BULK PACKS			BID PRICE			
			(NET per Pound) *EXCEPT WHERE NOTED			
			A	B	C	D
Item	Waste Stream	Examples	RC	FB	IN	TR
1	Alkyd Paint				\$0.34	X
2	Corrosive Liquids, Acids	Inorganic, Non oxidizing		X		\$0.29
3	Corrosive Liquids, Alkaline	Caustics, soaps, surfactants		X	\$0.28	X
4	Flammable, combustible liquids halogenated	Solvents, pump oil w/CFC's		\$0.35		X
5	Flammable, combustible liquids, Gas, diesel, solvents, Non-halogenated	Mineral spirits		\$0.24		X
6	Formalin Solution		X	X	\$1.18	
7	Pesticides, Aqueous	RCRA listed & unlisted	X	X	\$1.18	X

8	Pesticides, Aqueous w/heavy metals	RCRA listed & unlisted	X	X	\$1.18	X
9	Pesticides, flammable	RCRA listed & unlisted	X	X	\$1.18	X
10	Pesticides, solids	RCRA listed & unlisted	X	X	\$1.18	X
11	Pesticides, solids w/heavy metals	RCRA listed & unlisted	X	X	\$1.16	X
12	Photographic solutions	With silver, high pH		X	X	\$0.41
13	Sludges, hazardous	RCRA hazardous, high solids, Low BTU	X	\$1.24		
14	Sludges, non-hazardous	Non-RCRA hazardous, high solids, low BTU	X			\$0.09
15	Solids, hazardous	RCRA hazardous, low BTU *PER 55 GALLON DRUM	X	X	\$200.00	
16	Solids, hazardous	*PER CUBIC YARD BOX	X	X	\$700.00	
16	Solids, non-hazardous	RCRA non-hazardous, low BTU *PER 55 GALLON DRUM	X	X		\$45.00
17	Solids, non-hazardous	*PER CUBIC YARD BOX	X	X		\$159.00

18	Wastewaters, hazardous	Aqueous solutions, RCRA Hazardous	X	X	X	\$0.41
19	Wastewaters, non-hazardous	Aqueous solutions, non-RCRA	X	X	X	\$0.09
20	Latex paint		X	X	X	\$0.09
21	Liquids, RCRA non-hazardous		X	X	X	\$0.09
22	Liquids, waste glycerin, flammable	biodiesel by-product		\$0.35		
23	Liquids, flammable, nos	methylene chloride, paint stripper waste	X	X	\$1.41	
24	Liquids, medicine, toxic, nos	over-the-counter and prescription medicines	X	X	\$1.25	X
25	Waste Gasoline			\$0.33		
26	Antifreeze				X	\$0.09
27	Rags/Pads, non-hazardous	55 gallon drum				\$43.00
27	Used Waste Oil	*Revenue generator for County	Recycling Services			
		*Market Pricing only	Yes		\$0.15/gal	

LOT B – LOOSE PACKS

LOT B – LOOSE PACKS			BID PRICE (NET per Pound)			
Item	Waste Stream	Examples	A.	B.	C.	D.
			RC	FB	IN	TR
1	Aerosol cans	Paints, solvents pesticides, alkalines	X	\$0.94		X
2	Alkyd paint <= 1 quart	In cans			\$0.71	X
3	Batteries, Lithium		\$5.29	X		
4	Batteries, alkaline		\$1.08	X	X	X
5	Batteries, Ni Cad, dry cell		\$1.08	X	X	X
6	Batteries, Ni Cad, wet cell		\$1.08	X	X	X
7	PCB ballasts		\$1.07	X	X	X
8	Products in containers liquids, flammable	Paint strippers, Adhesives, wax, alkyd paint	X		\$0.71	X
9	Products in containers solids, flammable	Grease, adhesives, Wax, resins, roof tar	X		\$0.28	X
10	Products in containers, non-hazardous	Latex paint	X		\$0.20	X
11	Non PCB ballast		\$0.09	X		X
12	Used Oil Filters	55 gallon drums		X		\$43.00

LOT C – LAB PACKS

LOT C – LAB PACKS			BID PRICE (NET per Pound)			
Item	Waste Stream	Examples	A.	B.	C.	D.
			RC	FB	IN	TR
1	Corrosive liquids, Acid	Hydrochloric, Sulfuric, Ferric Chloride		X		\$0.45
2	Corrosive liquids, Alkaline	Sodium Hydroxide, Ammonium hydroxide		X		\$0.45
3	Corrosive liquids, Oxidizing	Inorganic acids, nitric Acid, Fuming Sulfuric acid		X		\$2.46
4	Corrosive liquids, Acid or alkaline, toxic	Chromic acid, Barium Chloride, oxalic acid		X		\$0.45
5	Corrosive solids, Acid or alkaline	Sulfuric acid, Sodium Hydroxide, Ammonium Hydroxide		X		\$0.45
6	Cyanides, liquid or solid	Salts, Potassium Cyanide, Sodium Cyanide	X	X	\$4.84	
7	Flammable liquids	Petroleum distillates, PVC cement, wood filler		\$0.41		X
8	Flammable solids	Naphthalene, Paraformaldehyde	X		\$1.06	X
9	Isocyanates	Di & Polyisocyanate Paints & catalysts	X	X	\$4.84	
10	Mercury debris	Amalgamated & Elemental mercury	\$0.72	X	X	
11	Mercury salts, liquid or solid	Mercuric Chloride, Mercuric Sulfate, Organic salts	\$3.56	X	X	

12	Mercury in manufactured containers	Thermometers, Thermostats	\$4.04	X	X	X
13	Mercury, elemental		\$4.04	X	X	X
14	Oxidizing liquids	Sodium Hypochlorite, Calcium Hypochlorite	X	X		\$2.46
15	Oxidizing solids	Potassium Nitrate, Potassium Permanganate	X	X		\$2.46
16	Oxidizers, liquid or solid, toxic	Silver Nitrate, Potassium Dichromate	X	X		\$2.46
17	PCB's	Liquids or articles	X	X	\$0.56	
18	Peroxides, inorganic	Hydrogen peroxide	X	X		\$2.46
19	Peroxides, organic	MEK Peroxide, Benzoyl Peroxide	X	X	\$2.13	X
20	Poisons liquids, aqueous	RCRA listed & unlisted Pesticides, herbicides	X	X	\$0.71	X
21	Poisons liquids, flammable	RCRA listed & unlisted Pesticides, herbicides	X	X	\$1.71	X
22	Poisons solids	RCRA listed & unlisted Pesticides, herbicides	X	X	\$0.71	X
23	Reactives, Sulfides	Calcium polysulfides	X	X	\$4.84	
24	Reactives	Phosphorous, Calcium Carbide	X	X	\$5.85	X
25	Liquid/solid, flammable, corrosive	parts cleaners	X	X	\$1.71	X

LOT D - ADDITIONAL SERVICES

For other Labor, Facilities and Materials to be provided by the Contractor, which are not included in the Agreement		Unit Price	Vendor	
1	Qualified Chemist and/or trained personnel w/40 hours OSHA Hazwoper training	\$ 55.00	EQ	Hour/Per Person
2	Labor for on-site packing (2 person minimum)	\$ 40.00	EQ	Hour/Per Person
3	Bulk or Loose Pack Packaging charge & supplies	\$ 35.00	EQ	Each
4	Lab Pack Packaging charge & supplies	\$ 35.00	EQ	Each
5	Rental of 40 foot Tractor-Trailer Combination w/driver not overnight	\$1,500.00	EQ	Day (8-hr)
6	Rental of 40 foot Tractor-Trailer Combination w/driver —overnight	\$1,500.00	EQ	Day
7	Transportation charges for Tractor-Trailer Combination	\$ 3.80	EQ	Mile
8	30ft x 30ft Canopy or Tent w/setup & takedown	\$0.00	EQ	Day (8-hr)
9	Vacuum Truck Service	\$750.00	EQ	Trip
10	Empty Drum Disposal	\$ 10.00	EQ	Drum
11	Lab packing supplies: 55 gallon steel open or closed top drums	\$25.00	EQ	Each
12	Lab packing supplies: 30 gallon poly drums open top	\$39.00	EQ	Each
13	Lab packing supplies: 5 gallon poly pails open top	\$12.00	EQ	Each
14	Lab packing supplies: 15 pound bag vermiculite	\$25.00	EQ	Each
15	Lab packing supplies: complete package (55 gallon drum, vermiculite and plastic liner)	\$30.00	EQ	Each

16	Overpack charges (Lot C only)	\$150.00	EQ	Each
17	Return Container Charges (mis-profiled waste) (Lot C only)	\$150.00	EQ	Each
18	eManifest submission fee	\$10.00	EQ	Each

EXHIBIT 2: DUTIES OF THE COUNTY

ATTACHMENT B: DUTIES OF THE COUNTY

Duties of the County. The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:

1. HHW and CESQG wastes will be commingled and will no longer be identifiable or separable once packaged by the County. HHW, as well as CESQG wastes, are exempted from hazardous waste disposal requirements under Title 40 of the Code of Federal Regulations, section 261.4(b)(1). However, as outlined by the U.S. Environmental Protection Agency (USEPA), the reasons that these wastes are exempted is not a function of their hazardous characteristics, but rather, a function of their generation by consumers in their households. To insure the protection of the public's health, safety and welfare, the County requires materials collected through the HHW and CESQG programs that would otherwise meet the definition of a hazardous waste be managed and transported as regulated hazardous waste.

2. It is required by the County that all HHW which is collected by the Contractor and cannot be reused or recycled be properly identified, labeled and manifested for treatment or disposal as a Subtitle C hazardous waste.

3. The County shall allow the use of subcontractors in the performance of activities specified in this agreement.

a. **Lot A & B Bulk and Loose Pack**

-The County will perform the packaging, labeling and marking of these containers in accordance with Department of Transportation requirements, and have them ready for transport. Shipping papers and other required forms will be completed by the Contractor if requested.

-The County will only package waste conforming to pre-approved profiles in accordance with protocols supplied by the Contractor. The County will characterize waste streams and submit profile information as necessary. The County will mark each container with a profile number, a container tracking number and a gross weight.

b. **Lot C - Lab Pack**

-The County will perform the packaging, labeling and marking of these containers in accordance with the Department of Transportation requirements, ready for transport. Shipping papers and other required forms will be completed by the Contractor if requested.

-The County will only lab pack wastes in accordance with the guidelines supplied

by the Contractor. Container content sheets will be completed by the County for all lab packs. The County will submit these to the Contractor for review and will make any packaging changes per the Contractor's instructions prior to pick up. The County will mark each container with a profile number, a County container tracking number and a gross weight.

-The County and/or Contractor shall use only vermiculite or organic absorbents. Other inorganic materials such as clay absorbents are not allowed unless necessary and approved by the County.

-The County may request on site lab packing services for materials collected at the County facility. Service will be requested at least two weeks in advance and charges will be in accordance with the pricing schedule.

-The County purchases its own drums and packaging supplies and desires to have maximum flexibility in choosing packaging methods. Currently, most wastes are packaged in 55 gallon reconditioned steel drums; however, 55 gallon poly, 30 gallon, 20 gallon and five gallon containers or drums are used when appropriate. Other DOT approved packaging, such as different drum sizes or cubic yard boxes, may be used if desired.

-All shipping containers offered for transport shall be weighed by the County for the purpose of determining disposal costs. Gross weight will be marked on the container. The net weight will be determined by subtracting the weight of the outer packaging container from the gross weight of the package.

EXHIBIT 3: INSURANCE REQUIREMENTS

TYPE "C" -INSURANCE REQUIREMENTS Pollution and Hazardous Waste

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. POLLUTION LIABILITY.

A Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim.

B When this contract includes the pick-up, transportation or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Autos and Truckers coverage Forms)

V. OTHER INSURANCE PROVISIONS The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS

Subcontractors, if utilized, shall be subject to the requirements stated herein and provide Contactor with proof of same.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

EXHIBIT 3-A: CERTIFICATE OF INSURANCE

EXHIBIT 4: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact _____

Project Description:

ATTEST (By Corporate Officer)

By: Kathy Beauchamp

Print: Kathy Beauchamp

Title: H.R. Generalist

CONTRACTOR

Designated by:

By: Don Locke: Don.Locke@usecology.com

Print: Don Locke: Don.Locke@usecology.com

Title: General Manager

Date: 9/28/2018

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

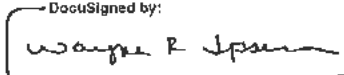


US Ecology Tampa, Inc.

(Insert Name of Corporation)

I, Wayne R. Ipsen, Secretary of US Ecology Tampa, Inc. ("Corporation"), hereby certify that (i) the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Michigan and is authorized to do business in the State of Florida; and (ii) Don Locke, the Corporation's General Manager, is authorized and empowered to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with Alachua County, a charter county and political subdivision of the State of Florida. I further certify that Don Lock's authorization shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of a rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of this authorization must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

Secretary of the Corporation

By: 
 DocuSigned by:
 87808328820C43D

Wayne R. Ipsen

(Print Secretary's Name)



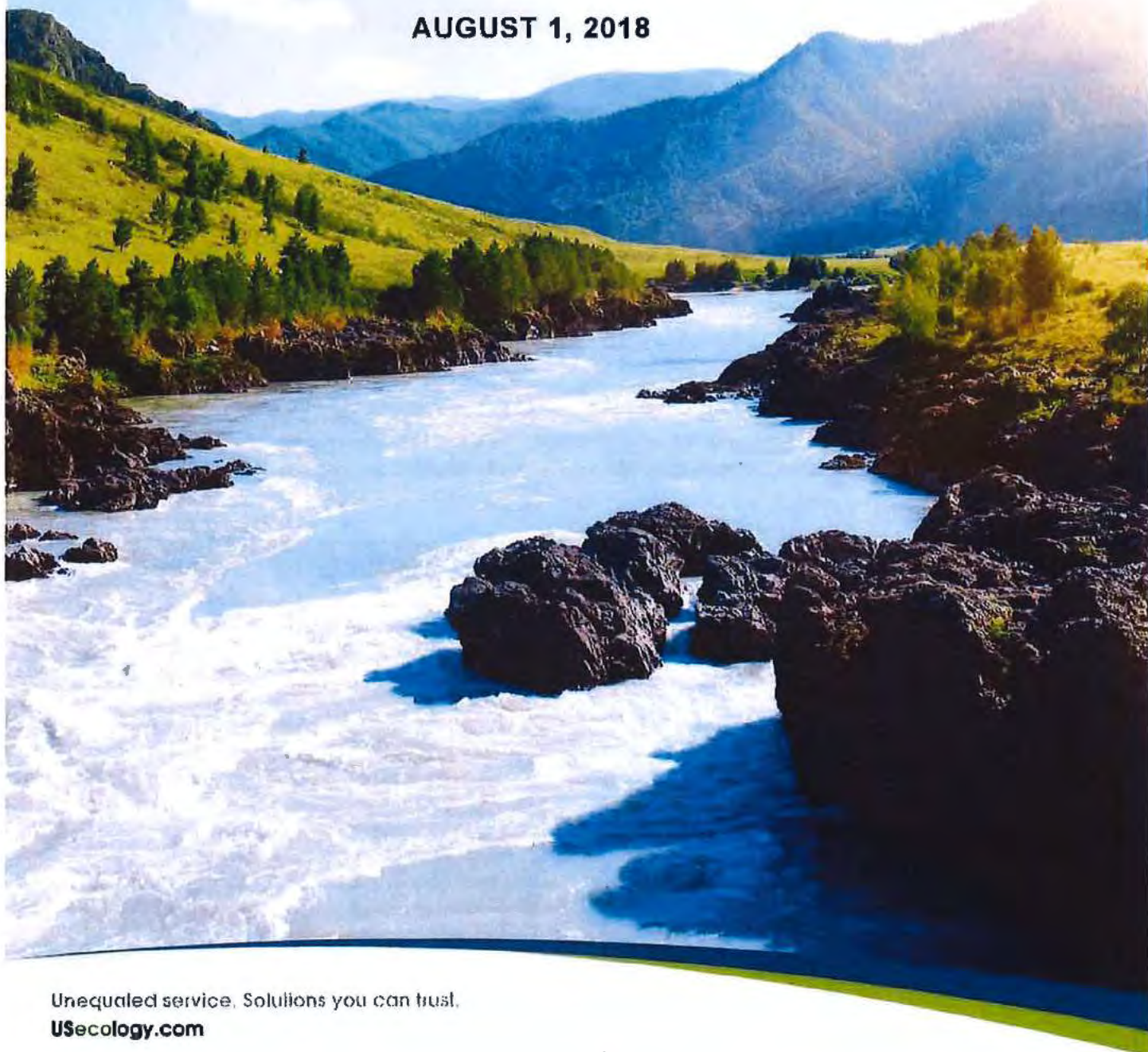
7202 East 8th Avenue
Tampa, FL 33619

(813) 319-3400

19-193: ANNUAL TRANSPORT AND DISPOSAL OF HAZARDOUS WASTE

ALACHUA COUNTY, FLORIDA

AUGUST 1, 2018



Unequaled service. Solutions you can trust.
USecology.com

1. Introduction

US Ecology Tampa, Inc.
FLD 981 932 494
7202 East 8th Avenue
Tampa, FL 33619
(813) 319-3400 phone
(813) 628-0842 fax
(800) 839-3975 24/7 emergency

Primary Contact: Tyler Colcord – HHW Program Manager
(813) 319-3429
tyler.colcord@usecology.com

Alternate Contact: Richard R. Kaiser II – Business Manager Southeast
(813) 319-3415
rich.kaiser@usecology.com

Company Background

US Ecology is the leading North American provider of Field, Industrial and Environmental services business; supporting Government & Municipalities, Automotive, Refinery, Petroleum, Chemical, Utility & Energy, Education, Airline & Aerospace, Transportation, Engineering & Consulting, Steel, Plating & Metal Finishing, Retail, and Health Care industries. We address the complex Field and Industrial Service needs of our customers, offering complex Environmental Services that include Industrial Cleaning, Remediation, Field and Site Management and Hazardous Waste Management.

US Ecology's focus on safety, environmental compliance, and customer service enables us to effectively meet the needs of our customers and to build long-lasting relationships. A streamlined professional organization, effective management, innovative practices, and nationally recognized capabilities allow us to successfully meet or exceed the goals of each of our customers.

Headquartered in Boise, Idaho, US Ecology has been in business for more than 65 years, now employing approximately 1,500 environmental professionals in North America. US Ecology provides a fully integrated environmental services and waste management organization. Combined we currently have 45 locations including, six hazardous and radioactive waste landfills, 9 treatment facilities and a network of 28 service centers; most in key industrial centers.

US Ecology is committed to providing a safe environment for all our associates, contractors and the general public in the communities where we work. We work closely with our customers to identify potential exposure and safety risks associated with the waste we accept and value associate participation in our safety programs. US Ecology has a comprehensive, corporate-wide, Quality, Environmental, Health and Safety Management System. This system uses uniform documented processes and policies for all associates to follow consistently at all times, as well as certification to the ISO 9001, 14001 and OHSAS 18001 standards. This management system demonstrates US Ecology's dedication to all QEHS processes to ensure consistent operations in all areas, establishing an organized, disciplined work environment.

2. Experience

US Ecology Tampa is an experienced Household Hazardous Waste management contractor and has significant experience working with government agencies and provides a high level of service and indemnification for HHW partners. The importance of having a safe and competent contractor is inherent in the success of a HHW collection event. Our experience as the current vendor for many contracts similar in scope will ensure the consistent delivery of a safely managed contract.

Of equal importance to a successful HHW program is the contractor's sensitivity to eliminating the customer's future waste disposal liability. Waste disposal is managed with the strictest controls possible to ship waste to only generator-approved facilities. In our proposal you will notice several highlights: company commitment to safety, vast experience, US Ecology-owned TSD's and ultimate disposal facilities, and liability insurance limits unmatched in the industry (\$50 million policy).

3. Project Organization and Management

US Ecology Tampa managed HHW collection events throughout the entire state of Florida for over fifteen years, collecting hazardous material from residential sources as well as Conditionally Exempt generators. As a result of managing HHW programs for a variety of counties and municipalities, US Ecology Tampa has coordinated HHW events to suit a wide range of needs. This experience has been developed through a very cooperative effort between the host community and the US Ecology Tampa project management. US Ecology Tampa's involvement in HHW programs throughout the state of Florida can be shown by these project highlights (*please refer to the Bid Form for reference contact information*):

- Efficient mobile collection operations for bi-monthly HHW events with over 1,500 vehicles (Lee County).
- Permanent HHW center operated 6 days a week, 8 hours each day staffed by full-time US Ecology employees servicing all county hazardous waste disposal needs with various levels of participation and quantities (Orange County).
- Identification of unknown household chemicals, CESQG collection events, monthly HHW round-up events (Pinellas County).
- Coordination of CESQG business collection with permanent center cleanout (Brevard County).
- Permanent HHW center operation year-round every Wednesday and Saturday with frequent shed cleanout events (Miami-Dade County)

Previous work experience should demonstrate that US Ecology meets the experience necessary to operate a safe and efficient HHW collection event of varying level of participation and quantity of waste collected.

Project Team

The Household Hazardous Waste (HHW) project team typically consists of a **project manager, chemists, technicians, and drivers**. In order to assure the efficient operation of a host County or City collection event, all US Ecology Tampa personnel will be properly trained on all site-specific activities. US Ecology Tampa personnel will work hand-in-hand with host County or City staff so as to maintain an efficient and safe HHW collection. Provided below are the proposed staff and management for each host County or City HHW project.

The **Project Manager** shall be responsible for supervising and taking direct responsibility for the actions of US Ecology Tampa personnel. The Project Manager will be knowledgeable of the terms and conditions of the contract to insure compliance with the contract. The Project Manager will oversee the consolidation and lab-packing of material to ensure that it has been properly packaged, documented and compliant for appropriate final disposal. The Project Manager will also be responsible for the prevention and cleanup of any accidental release of hazardous materials during each shipment or collection event.

All **Field Chemists** involved in the shipment or collection event shall be responsible for properly identifying and handling all waste material ready for shipment. Identification of unknown household or business material will be achieved through field HazCat procedures so as to assure compatible and compliant ultimate disposal. The Field Chemist shall be responsible to preparing the lab pack container contents sheets and properly label each container prior to loading. Hazardous waste manifests and Land Disposal Restriction forms will be filled out by the field chemist, representing the material to be removed from the collection event.

The **Technicians and/or Drivers** of the vehicles transporting hazardous waste will assist in the handling and segregation of materials as well as lab packing under direct supervision of a field chemist. Once the waste container has been properly packaged, the Technician will insure that all DOT labels and placards are placed on the containers and vehicle. Additionally, technicians and other trained field personnel will assist in the offloading of waste from participants' vehicles and segregation of material for further processing. The host County or City will be assured that US Ecology Tampa employees will handle all facets of the HHW collection events and provide safe, efficient assistance.

All US Ecology personnel utilized for each waste shipment will present a professional image to the public and will only utilize equipment that is clean and properly maintained.

Record Preparation

All waste material removed from a host community event will comply with all state, local, and federal regulations for the transportation of the material and acceptance into a permitted hazardous waste disposal facility. Proper tracking will be achieved through numerous record preparation documents.

A unique client code and profile number will be created for the generator to properly identify each waste stream and provide tracking information from "cradle to grave." Waste profiles will be created for each bulk drum that has been created identifying the constituents, chemical and physical properties, proper DOT shipping name, and all applicable EPA waste codes.

Content sheets will accompany each drum to identify each constituent and size. RCRA hazardous waste labels and the appropriate DOT placard will accompany each drum identifying the proper shipping name and the contents of each drum.

A uniform hazardous waste manifest will be created, with continuation pages as necessary, for all drums prepared for shipment with individual the tracking numbers. Land Disposal Restriction (LDR) forms will be created for each manifest line item and EPA waste code to identify that the material is restricted from land disposal without prior treatment.

Once the containers are received at the disposal facility, an electronic bar code will be affixed to each drum and tracked with hand-held scanners. This electronic bar code system will assist in the proper tracking of all containers shipped from the HHW location to its ultimate disposal.

A Certificate of Disposal will be sent to the generator after the waste is received and disposed of at the TSDF. This certificate will show, in even further detail, the tracking information from "cradle to grave" to insure that all waste has been handled and disposed of as fully regulated materials as specified.

All manifests, LDR forms, container content sheets, and certificates of disposal for all materials transported from the collection site shall be maintained at the US Ecology Tampa office for at least six years.

EXHIBITS

- A. Bid Form
- B. Responsible Agent Form
- C. Small Business Enterprise (SBE) Program Participation Form
- D. Alachua County Government Minimum Wage (GMW) Form
- E. Drug Free Workplace
- F. Public Record Declaration or Claim of Exemption
- G. Bidder's Questionnaire Form
- H. Proposed Subcontractors (non-Small Business Enterprise) Form

ATTACHMENTS

- A. Permits And Licenses
- B. References
- C. Resumes
- D. TSDF List
- E. Enforcement Actions
- F. Sample Insurance Certificate and Requested Exception

EXHIBIT A

BID FORM

BID NUMBER: 19-193: Annual Transport and Disposal of Hazardous Waste

BID OPENING DATE: 2:00 pm, Wednesday, August 1, 2018

PLACE OF BID OPENING: Alachua County Division of Purchasing, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida, 32601-6983

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

Bidding Prices are to be inserted in the attached tables designated as Lots A, B, C, and D.

Bidders **MUST** bid on all items in Lot C and in Lot D (except where indicated) to be considered for award. Bidders may bid on **ANY** or all items in Lots A and B.

Bidders may provide prices for any disposal methods which are not excluded by an "X" on the attached tables.

Definitions: Annual Gross Weights indicated are based on Fiscal Year. Table column headings: RC = Recycle; FB = Fuel Blending; IN = Incineration; TR = Treatment; LF = Landfill

Bid prices shall be on a net per pound basis, and thus, should **NOT** reflect cost of packaging containers or packaging supplies (See Specification 4.3, Weighing Materials). Bid prices shall include pick, transportation, disposal, all labor performed on site during pickups for checking waste containers, labeling, marking and paperwork.

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EXHIBIT A

BID FORM (cont'd)

Lot A – Bulk Packs				BID PRICE (NET per Pound) *EXCEPT WHERE NOTED				EXTENDED PRICE			
Item	Waste Stream	Examples	Estimated Annual Net Weight (lbs)	A RC	B FB	C IN	D TR	A RC	B FB	C IN	D TR
1	Alkyd Paint		70,000			0.34	X			23,800.00	X
2	Corrosive Liquids, Acids	Inorganic, Non oxidizing	4,000		X		0.29		X		1,160.00
3	Corrosive Liquids, Alkaline	Caustics, soaps, surfactants	3,000		X	0.28	X		X	840.00	X
4	Flammable, combustible liquids halogenated	Solvents, pump oil w/CFC's	200		0.35		X		70.00		X
5	Flammable, combustible liquids, Gas, diesel, solvents, Non-halogenated	Mineral spirits	12,000		0.24		X		2,880.00		X
6	Formalin Solution		500	X	X	1.18		X	X	590.00	
7	Pesticides, Aqueous	RCRA listed & unlisted	50	X	X	1.18	X	X	X	59.00	X
8	Pesticides, Aqueous w/heavy metals	RCRA listed & unlisted	50	X	X	1.18	X	X	X	59.00	X
9	Pesticides, flammable	RCRA listed & unlisted	100	X	X	1.18	X	X	X	118.00	X
10	Pesticides, solids	RCRA listed & unlisted	50	X	X	1.18	X	X	X	59.00	X
11	Pesticides, solids w/heavy metals	RCRA listed & unlisted	25	X	X	1.16	X	X	X	29.00	X
12	Photographic solutions	With silver, high pH	4,500		X	X	0.41		X	X	1,845.00
13	Sludges, hazardous	RCRA hazardous, high solids, Low BTU	600	X	1.24			X	744.00		
14	Sludges, non-hazardous	Non-RCRA hazardous, high solids, low BTU	1,500	X			0.09	X			135.00
15	Solids, hazardous	RCRA hazardous, low BTU *PER 55 GALLON DRUM	4,000	X	X	200.00		X	X	200.00	
16	Solids, hazardous	*PER CUBIC YARD BOX	7,000	X	X	700.00		X	X	700.00	

EXHIBIT A

BID FORM (cont'd)

Lot A – Bulk Packs				BID PRICE (NET per Pound) *EXCEPT WHERE NOTED				EXTENDED PRICE			
Item	Waste Stream	Examples	Estimated Annual Net Weight (lbs)	A RC	B FB	C IN	D TR	A RC	B FB	C IN	D TR
16	Solids, non-hazardous	RCRA non-hazardous, low BTU *PER 55 GALLON DRUM	38,000	X	X		45.00	X	X		45.00
17	Solids, non-hazardous	*PER CUBIC YARD BOX	5,000	X	X		159.00	X	X		159.00
18	Wastewaters, hazardous	Aqueous solutions, RCRA Hazardous	200	X	X	X	0.41	X	X	X	82.00
19	Wastewaters, non-hazardous	Aqueous solutions, non-RCRA	40,000	X	X	X	0.09	X	X	X	3,600.00
20	Latex paint		120,000	X	X	X	0.09	X	X	X	10,800.00
21	Liquids, RCRA non-hazardous		6,000	X	X	X	0.09	X	X	X	540.00
22	Liquids, waste glycerin, flammable	biodiesel by-product	4,000		0.35				1400.00		
23	Liquids, flammable, nos	methylene chloride, paint stripper waste	2,000	X	X	1.41		X	X	2,820.00	
24	Liquids, medicine, toxic, nos	over-the-counter and prescription medicines	4,000	X	X	1.25	X	X	X	5,000.00	X
25	Waste Gasoline		6,000		0.33				1,980.00		
26	Antifreeze		3,000			X	0.09			X	270.00
27	Rags/Pads, non-hazardous	55 gallon drum	60 drums				43.00				2,580.00
28	Used Waste Oil	Revenue generator for County Market Pricing only	200,000	Recycling Services				Market Pricing Index Used			
				Yes		No		0.15/gal			

BID FORM (cont'd)

EXHIBIT A

LOT B – LOOSE PACKS				BID PRICE (NET per Pound)				EXTENDED PRICE			
Item	Waste Stream	Examples	Estimated Annual Net Weight (lbs)	A. RC	B. FB	C. IN	D. TR	A. RC	B. FB	C. IN	D. TR
1	Aerosol cans	Paints, solvents pesticides, alkalines	2,000	X	0.94		X	X	1,880.00		X
2	Alkyd paint <= 1 quart	In cans	6,000			0.71	X			4,260.00	X
3	Batteries, Lithium		2,000	5.29	X			10,580.00	X		
4	Batteries, alkaline		12,000	1.08	X	X	X	12,960.00	X	X	X
5	Batteries, Ni Cad, dry cell		4,000	1.08	X	X	X	4,320.00	X	X	X
6	Batteries, Ni Cad, wet cell		2,000	1.08	X	X	X	2,160.00	X	X	X
7	PCB ballasts		500	1.07	X		X	535.00	X		X
8	Products in containers liquids, flammable	Paint strippers, Adhesives, wax, alkyd paint	5,000	X		0.71	X	X		3,550.00	X
9	Products in containers solids, flammable	Grease, adhesives, Wax, resins, roof tar	15,000	X		0.28	X	X		4,200.00	
10	Products in containers, non-hazardous	Latex paint	20,000	X		0.20	X	X		4,000.00	X
11	Non PCB ballast		4,000	0.09	X		X	360.00	X		X
12	Used Oil Filters	55 gallon drums	80 drums		X		43.00		X		3,440.00

EXHIBIT A
BID FORM (cont'd)

LOT C – LAB PACKS				BID PRICE (NET per Pound)				EXTENDED PRICE			
Item	Waste Stream	Examples	Estimated Annual Net Weight (lbs)	A. RC	B. FB	C. IN	D. TR	A. RC	B. FB	C. IN	D. TR
1	Corrosive liquids, Acid	Hydrochloric, Sulfuric, Ferric Chloride	2,500		X		0.45		X		1,125.00
2	Corrosive liquids, Alkaline	Sodium Hydroxide, Ammonium hydroxide	1,500		X		0.45		X		675.00
3	Corrosive liquids, Oxidizing	Inorganic acids, nitric Acid, Fuming Sulfuric acid	100		X		2.46		X		246.00
4	Corrosive liquids, Acid or alkaline, toxic	Chromic acid, Barium Chloride, oxalic acid	200		X		0.45		X		90.00
5	Corrosive solids, Acid or alkaline	Sulfuric acid, Sodium Hydroxide, Ammonium Hydroxide	750		X		0.45		X		337.50
6	Cyanides, liquid or solid	Salts, Potassium Cyanide, Sodium Cyanide	50	X	X	4.84		X	X	242.00	
7	Flammable liquids	Petroleum distillates, PVC cement, wood filler	3,000		0.41		X		1,230.00		X
8	Flammable solids	Naphthalene, Paraformaldehyde, roof tar	12,000	X		1.06	X	X		12,720.00	X
9	Isocyanates	Di & Polyisocyanate Paints & catalysts	1,200	X	X	4.84		X	X	5,808.00	
10	Mercury debris	Amalgamated & Elemental mercury	25	0.72	X	X		18.00	X	X	
11	Mercury salts, liquid or solid	Mercuric Chloride, Mercuric Sulfate, Organic salts	50	3.56	X	X		178.00	X	X	
12	Mercury in manufactured containers	Thermometers, Thermostats	200	4.04	X	X	X	808.00	X	X	X
13	Mercury, elemental		100	4.04	X	X	X	404.00	X	X	X
14	Oxidizing liquids	Sodium Hypochlorite, Calcium Hypochlorite	1,000	X	X		2.46	X	X		2,460.00
15	Oxidizing solids	Potassium Nitrate, Potassium Permanganate	1,000	X	X		2.46	X	X		2,460.00
16	Oxidizers, liquid or solid, toxic	Silver Nitrate, Potassium Dichromate	500	X	X		2.46	X	X		1,230.00
17	PCB's	Liquids or articles	50	X	X	0.56		X	X	28.00	
18	Peroxides, inorganic	Hydrogen peroxide	100	X	X		2.46	X	X		246.00

EXHIBIT A

BID FORM (cont'd)

LOT C – LAB PACKS				BID PRICE (NET per Pound)				EXTENDED PRICE			
Item	Waste Stream	Examples	Estimated Annual Net Weight (lbs)	A. RC	B. FB	C. IN	D. TR	A. RC	B. FB	C. IN	D. TR
19	Peroxides, organic	MEK Peroxide, Benzoyl Peroxide	50	X	X	2.13	X	X	X	106.50	X
20	Poisons liquids, aqueous	RCRA listed & unlisted Pesticides, herbicides	1,200	X	X	0.71	X	X	X	852.00	X
21	Poisons liquids, flammable	RCRA listed & unlisted Pesticides, herbicides	8,500	X	X	1.71	X	X	X	14,535.00	X
22	Poisons solids	RCRA listed & unlisted Pesticides, herbicides	5,000	X	X	0.71	X	X	X	3,550.00	X
23	Reactives, Sulfides	Calcium polysulfides	50	X	X	4.84		X	X	242.00	
24	Reactives	Phosphorous, Calcium Carbide	150	X	X	5.85	X	X	X	877.50	X
25	Liquid/solid, flammable, corrosive	parts cleaners	2,000	X	X	1.71	X	X	X	3,420.00	X

EXHIBIT A**BID FORM (cont'd)****LOT D ADDITIONAL SERVICES**

For labor, facilities and materials to be provided by the Bidder, but which are not included elsewhere in the bid.

Qualified Chemist or equivalent person with 40 hr. OSHA Hazwoper training and all necessary personal protective equipment (PPE). These services may be requested for accumulated materials on site if necessary to alleviate generator's workload and also to provide services at any of the below listed Neighboring Counties that the County performs annual HHW Collection Events as part of a grant with FDEP .	\$55.00/hour/per person
Labor for On-site Packaging Services (Bulk, Loose Pack or Lab Pack) (two person minimum)	\$40.00/hour/per person
Bulk or Loose Pack Packaging charge (to include all supplies necessary such as steel or poly 55 gallon drum, labels, etc.) (Close or open top drums)	\$35.00 Each
Lab pack packaging charge (to include all supplies necessary such as steel or poly 55 gallon drum, vermiculite absorbent, labels, etc.)	\$35.00 Each
Rental of 40 ft. (minimum) tractor-trailer combination, with driver, no overnight stay*	\$1500.00/Day (8 hour)
Rental of 40 ft. (minimum) tractor-trailer combination, with driver, with overnight stay*	\$1500.00/Day
Transportation charges for tractor trailer combination	\$3.80/Mile
Open sided tent or canopy (minimum 30 ft x 30 ft including set up and take down)	\$ 0.00/Day (8 hour)
Vacuum Truck Service	\$750.00/Trip
Empty Drum Disposal	\$10.00 Drum
Lab packing supplies: 55 gallon steel open or closed top drums	\$25.00 Each
Lab packing supplies: 30 gallon poly drums open top	\$39.00 Each
Lab packing supplies: 5 gallon poly pails open top	\$12.00 Each
Lab packing supplies: 15 pound bag vermiculite	\$25.00 Each
Lab packing supplies: complete package (55 gallon drum, vermiculite and plastic liner)	\$30.00 Each
*The tractor-trailer will pick up supplies in Gainesville and be available for household hazardous waste collection events to be held annually in each of the following Florida counties: Gilchrist, Lafayette, Columbia, Dixie, Baker, Union, Bradford and Nassau. The County may also request the above additional services within Alachua County after a natural disaster.	
For Lot C Bidders Only	
Overpack charges	\$150.00 Each
Return container charges (mis-profiled waste)	\$50.00 Each
Includes all transportation, handling and paperwork necessary.	

EXHIBIT A

BID FORM (cont'd)

BID NUMBER: 19-193: Annual Transport and Disposal of Hazardous Waste

BID OPENING DATE: 2:00 pm, Wednesday, August 1, 2018

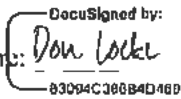
Acknowledge Receipt of Addendum(s) (if applicable circle): #1 Yes No #2 Yes No #3 Yes No #4 Yes No

Bidder: Richard R. Kaiser II – Business Manager Southeast

Company: U.S. Ecology Tampa, Inc.

Address: 7202 East 8th Avenue

Tampa, FL 33619

Authorized Signature:  Don Locke
83094C366B4D469

Title: General Manager

Clearly Print Name: Don Locke

Phone: (734) 319-3400

Fax: (734) 628-0842

Date: July 31, 2018

Email Address: don.locke@usecology.com

EXHIBIT B**RESPONSIBLE AGENT FORM**

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: Tyler Colcord - HHW Program Manager
ADDRESS: 7202 East 8th Avenue
Tampa, FL 33619
PHONE NO.: (813) 319-3429
FAX NO.: (813) 628-0842
Email Address: tyler.colcord@usecology.com

ALTERNATE RESPONSIBLE AGENT: Richard R. Kaiser II - Business Manager Southeast
ADDRESS 7202 East 8th Avenue, Tampa, FL 33619
PHONE NO. (813) 319-3415
FAX NO. (813) 628-0842
Email Address: rich.kaiser@usecology.co,

DocuSigned by:
SIGNATURE Don Locke DATE: July 31, 2018
Don Locke General Manager

Small Business Enterprise (SBE) Program Participation Form

BID NUMBER: 19-193: Annual Transport and Disposal of Hazardous Waste

OPTION 1

I certify that our Company is an Alachua County Certified Small Business Enterprise (SBE) registered prior to the Bid opening.

Circle One: **Yes (If yes, complete and sign the last page of this Exhibit)**

No (If No, proceed to *Option 2.*)

OPTION 2

I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid.

Circle One: **Yes (If yes, complete and sign the last page of this Exhibit)**

No (If No, proceed to *Option 3.*)

EXHIBIT C

BID NUMBER: 19-193: Annual Transport and Disposal of Hazardous Waste

I as the undersigned Vendor certify that I have completed one of the option(s) below *(Circle One)*:

OPTION 1

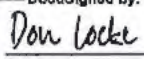
OPTION 2

OPTION 3

OPTION 4

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) the Division of Purchasing at 352.374.5202, for direction.**

Vendor Name: US Ecology Tampa, Inc. Date July 31, 2018

Signature  Title General Manager
DocuSigned by:
83094C388B4D469...

Printed Name: Don Locke Title General Manager

EXHIBIT D

ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM

Bid 18-193: Annual Transport and Disposal of Hazardous Waste

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Please mark the appropriate box below that applies to how you pay your employees:

1.	☒ Employees involved with Alachua County projects are paid a minimum of \$12.50 hourly and are provided health benefits?
2.	☐ Employees involved with Alachua County projects are paid a minimum of \$14.48 hourly but are not provided health benefits?

Bidder: Rich Kaiser Company: US Ecology Tampa, Inc.Authorized Signature:

DocuSigned by:
Don Locke
83094C389B4D468

 Title: General ManagerClearly Print Name: Don Locke Phone: (813) 319-3400Email Address: don.locke@usecology.com

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with §287.087, Florida Statute and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

US Ecology Tampa, Inc.
Name of Business

Does;

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DocuSigned by:

Don Locke

Signature Don Locke - General Manager

July 31, 2018

Date

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

DocuSigned by:

Don Locke

Bidder's Signature Don Locke - General Manager

July 31, 2018

Date

- - - OR - - -

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder's Signature

Date

BIDDER'S QUESTIONNAIRE

Bidder's Name: US Ecology Tampa, Inc.
Bidder's Address: 7202 E. 8th Ave., Tampa, FL 33619 Phone: (813) 495-1060
Number of years in this type of service? 58 Number of years licensed in Alachua County: 25
Number of employees "ON THE JOB" each week: 100 Number of employees "ON CALL" each week: 50
Will you subcontract any part of this work: Yes No X If so, give details:

List all major equipment which will be available upon commencement of the agreement to perform the required service:

Box trucks and tractor trailers with lift gates, vacuum trucks, paint roll-off boxes, loading equipment, HHW tents, packing supplies, and all necessary PPE.

Do you currently hold any municipality contracts: Yes X No If so, please indicate below:

The majority of FL counties - see attached list.

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm: Brevard County Solid Waste Phone: (321) 633-1888
Contact Person: Rita Peroni
2) Firm: Collier County Solid Waste Phone: (239) 260-8474
Contact Person: Alister Burnett
3) Firm: Okaloosa County Solid Waste Phone: (850) 651-7395
Contact Person: Jim Reece

Are your employees screened by: (indicate)

1) Polygraph No
2) General Interview Yes
3) Background Investigation Yes
4) Police Record Check Yes
5) Additional drug testing

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes No X If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: Monday - Saturday 6:00am - 5:00pm

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:

USE will provide all necessary labor, equipment and resources to completely satisfy the scope of work in this contract including permanent collection facility and rural collection events. All waste collected during this contract will be safely transported and properly disposed of in accordance with the contract.

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: July 31, 2018

AUTHORIZED SIGNATURE: Don Locke

Don Locke - General Manager

EXHIBIT H

Proposed Subcontractors (Non-Small Business Enterprise) Form

BID NUMBER: 19-193: Annual Transport and Disposal of Hazardous Waste

This form is for all Non-Small Business Enterprise subcontractors being utilized on this project that are not included on Exhibit C.

NONE	
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)

If additional space is required for your subcontractor listing, make copies of this Exhibit G and submit with you bid package.



Florida Department of Environmental Protection

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Jonathan P. Steverson
Secretary

PERMITTEE:
EQ FLORIDA, INC.
7202 East 8th Avenue
TAMPA, FL 33619

I.D. NUMBER: FLD 981 932 494
HAZARDOUS WASTE PERMIT NUMBER: 34875-HO-012
SOLID WASTE PERMIT NUMBER: 34757-SO-010
DATE OF ISSUE: October 17, 2016
EXPIRATION DATE: April 1, 2019

ATTENTION:
GENE CIEPLY

COUNTY: Hillsborough
PROJECT: Continued operation of a Solid Waste treatment and storage facility; continued operations as a Hazardous Waste treatment, storage and transfer facility with proposed hazardous waste modifications as listed below.

Pursuant to authorization obtained by the Florida Department of Environmental Protection (FDEP) under the Resource Conservation and Recovery Act [42 United States Code (U.S.C.) 6901, *et seq.*, commonly known as RCRA] and the Hazardous and Solid Waste Amendments of 1984 (HSWA), this permit is issued under the provisions of Section 403.722 Florida Statutes (F.S.), and Chapters 62-4, 62-160, 62-730, 62-777 and 62-780 Florida Administrative Code (F.A.C.). This permit replaces Hazardous Waste Permit #34875-HO-011. The above-named Permittee is hereby authorized to perform the work or operate the facility shown on the application dated December 18, 2015, and revised on May 10, 2016, July 31, 2016 and August 10, 2016 that are incorporated herein and collectively referred to as the "permit application." The permit application also includes any approved drawing(s), plans, and other documents that are specifically identified and incorporated by reference. Solid waste management units (SWMUs) and areas of concern (AOC) identified to date are listed in Appendix A. The RCRA-regulated units, permitted units or permitted activities are specifically described as follows.

Addition of Waste Code K062 for treatment

Addition of 'listed' Waste Code K062 (spent pickle liquor), to the list of hazardous wastes codes currently permitted for treatment in the hazardous waste treatment tank (SWMU 7) located within the Waste Processing Building (WPB).

Addition of permitted container storage area within the Waste Processing Building (WPB)

Deletion of the currently permitted 'staging' of 80 drums or a maximum capacity of 4,400 gallons of waste codes D002, D004 through D011, and the replacement of a permitted storage area having a total capacity of 80 drums/4,400 gallons of hazardous waste (waste codes D002, D004 thru D011, and K062) storage in the WPB (SWMU 7) for up to 365 days.

PERMITTEE: EQ FLORIDA, INC.
I.D. NUMBER: FLD 981 932 494

HAZARDOUS WASTE PERMIT NUMBER: 34875-HO-012
SOLID WASTE PERMIT NUMBER: 34757-SO-010
EXPIRATION DATE: APRIL 1, 2019

Addition of permitted Bulk Container Storage Areas (BCSAs) for treated hazardous waste

Addition of 800 CY, or a maximum of forty (40) 20-CY roll-off boxes, of post-treated (via stabilization) and solidified formerly 'characteristic K062' hazardous waste material storage within the footprint of the asphalt-covered parking lot located on the south side of E. 9th Avenue within the proposed BCSAs (SWMUs 20a-20d).

Deletion of Oil-Water Separator from permit

Deletion of the currently permitted (April 1, 2014) but not yet installed 6,000-gallon oil-water separator (SWMU 19) which was to be constructed outside and along the northeast corner of the WPB.

Clarification of 10-Day Transfer Facility Operations

The 10-Day Transfer Facility (SWMU 11) is used to store manifested hazardous waste on site for no longer than ten (10) days as allowed for transfer facilities. It will not be utilized for any waste where EQ is the designated facility on the manifest or originated at the facility where EQ is listed as the generator.

Clarification of Inbound/Outbound Staging Area Operations

The Inbound/Outbound (I/O) Staging Area (SWMU 11) is only used for inbound loads waiting for unloading and receipt, and outbound loads waiting for completed transportation paperwork. Vehicles/trailers in this area are marked as either an inbound load or an outbound load to avoid being confused with other vehicles/trailers that may also be located in the same vicinity. EQ may be either the generator or the designated facility.

Deletion of hazardous debris treatment from the permit

Hazardous debris, as described in 40 CFR 268.45, will no longer be treated in the hazardous waste treatment tank within the WPB (SWMU 7).

The Permittee is required to investigate any releases of contaminants to the environment at the facility regardless of the time at which waste was placed in a unit and to take appropriate corrective action for any such releases. Pursuant to 40 Code of Federal Regulations (CFR) 260.10 [as adopted by reference in Subsection 62-730.020(1), F.A.C.], the corrective action requirements of this RCRA permit extend to all property under control of the Permittee (see Attachment A, a map of the property boundaries of the land under the Permittee's control) and to all contamination that originated from discharges at the property under control of the Permittee.

This permit is based on the premise that information and reports submitted by the Permittee prior to issuance of this permit are accurate. Any inaccuracies found in this information or information submitted as required by this permit may be grounds for termination or modification of this permit in accordance with Section 403.727(3)(a) F.S. and Rule 62-730.290, F.A.C., and potential enforcement action.

The facility is located at 7202 East 8th Avenue, Tampa, Florida.



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF APPROVAL

This is to certify that the carrier specified below has been approved as a hazardous waste transporter in Florida. The terms and conditions of this certificate require that the holder comply with all applicable portions of Chapter 62-730, Florida Administrative Code. This certificate shall be rendered null and void if any information contained within becomes obsolete. The certificate shall remain valid through the expiration date specified below.

TRANSPORTER: EQ Florida Inc

FACILITY ID NO: FLD981932494

FACILITY ADDRESS: 2002 N Orient Rd
Tampa, FL 33619-3356

EXPIRATION DATE: June 30, 2019

APPROVED TRANSFER FACILITY: YES

APPROVAL ISSUED BY: Susan L Horlick DATE: February 15, 2018
Susan Horlick
Environmental Specialist III
Hazardous Waste Regulation Section
850/245-8778



Florida Department of Environmental Protection

Bob Martinez Center
2500 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

February 19, 2018

Stuart Stapleton
EQ Florida Inc
7202 E 8th Ave
Tampa, FL 33619

BE IT KNOWN THAT

EQ Florida Inc
2002 N Orient Rd
Tampa, FL 33619- 3356

IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Filter Transporter, Filter Transfer Facility

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)
For regulatory guidance, go to:

http://www.dep.state.fl.us/waste/categories/used_oil/default.htm

The Department of Environmental Protection hereby issues
Registration Number **FLD981932494** on February 19, 2018
Transporter Type: **FH**

This registration will expire on 6/30/2019

This certificate documents receipt of your annual registration
and annual report. It shall be displayed in a prominent place
at your facility. This certificate and your cancelled check
are your receipts.

A handwritten signature in cursive script that reads "Janet K. Ashwood".

Janet Ashwood
Engineer Specialist III
Hazardous Waste Regulation Permitting



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

02/20/2018

Don Locke
EQ Florida Inc
7202 E 8th Ave
Tampa, FL 33619-3380

The Florida Department of Environmental Protection has reviewed your application for registration as a transporter or handler for universal waste lamps and devices destined for recycling. Based on the information received, the facility located at **2002 N Orient Rd, Tampa, FL 33619-3356** has been registered through **March 1, 2019** with the following status:

Facility ID # **FLD981932494**

Transporter of Universal Waste Lamps and Devices

Transfer Facility for Universal Waste Lamps

Transfer Facility for Universal Waste Devices

Small Quantity Handler Facility for Universal Waste Lamps and Devices

(Less than 2,000kg of Lamps (8,000) and/or 100kg of Devices at any one time)

- Requirements for packaging, training and recordkeeping for transporters and handlers of universal waste lamps or devices destined for recycling are contained in Chapter 62-737, Florida Administrative Code (F.A.C.). These requirements are simple, flexible, and make good business and environmental sense. The requirements and fact sheets summarizing them can be found on the following website: <http://www.dep.state.fl.us/waste/categories/mercury/pages/registration.htm>

This registration does not allow you to transport or handle universal waste lamps or devices which are destined for landfill or any other disposal. The transportation or handling of universal waste lamps or devices destined for disposal is subject to our hazardous waste management regulations under Chapter 62-730, Florida Administrative Code (F.A.C.).

The renewal notice for this registration will be sent to the contact person on your application. If any of your facility's information changes, please notify the Department using the Florida Notification of Regulated Waste Activity, DEP Form 62-730.900(1)(b), F.A.C.

If you have any questions, you may contact me at (850)245-8705 or Glen.Perrigan@dep.state.fl.us.

Sincerely,

Susan L. Harlick
for

Glen Perrigan
Environmental Manager
Hazardous Waste Regulation Section

Enclosure: Florida Notification of Regulated Waste Activity

REFERENCES

ALACHUA COUNTY ENVIRONMENTAL PROTECTION DEPARTMENT

Mr. Kurt Seaburg
5125 NE 63rd Avenue
Gainesville, FL 32609
(352) 334-0440
kurt@alachuacounty.us

Contract term: 7/05-present
Annual amount: \$150,000.00
HHW Events Performed: 26
Average # of Participants: 400
County Population: 249,365

Services Performed: Shed cleanout of permanent Household Hazardous Waste Collection facility. Mobile Co-Op collection events for neighboring counties.

BREVARD COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT

Ms. Rita Perini
2250 Adamson Road
Cocoa, FL 32926
(321) 633-1888
Rita.Perini@brevardcounty.us

Contract term: 7/01-present
Annual amount: \$200,000.00
HHW Events Performed: 25
Average # of Participants: 550
County Population: 505,711

Services Performed: Two-day mobile Household Hazardous Waste collections at various sites throughout County twice per year offering CESQG disposal at each event. Clean out of permanent centers on a quarterly basis. Routine CESQG collection throughout the county.

CITY OF JACKSONVILLE SOLID WASTE DEPARTMENT

Mr. Dale Hotaling
2675 Commonwealth Ave.
Jacksonville, FL 32254
(904) 387-8847
hotaling@coj.net

Contract term: 2007-2012
Annual amount: \$200,000.00
HHW Events Performed: 30
Average # of Participants:
County Population: 842,583

Services Performed: Shed clean out of permanent center on a quarterly basis. Routine CESQG collection throughout the county.

COLLIER COUNTY SOLID & HAZARDOUS WASTE MANAGEMENT

Mr. Alister Burnett
3730 White Lake Blvd.
Naples, Florida 34117
(239) 280-8474
AlisterBurnett@colliergov.net

Contract term: 11/97 – present
Annual amount: \$900,000.00
HHW Events Performed: 90
Average # of Participants: 600
County Population: 315,258

Services Performed: Household Hazardous Waste collections twice per year offering CESQG disposal at each event. Clean out of permanent centers on a bi-weekly basis. Electronics recycling, shipments weekly from 5 recycling facilities.

ESCAMBIA COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT

Mr. Alton Pugh
13009 Beulah Road
Cantonment, FL 32533
(850) 937-2156
apugh@co.escambia.fl.us

Contract term: 9/96-present
Annual amount: \$100,000.00
HHW Events Performed: 36
Average # of Participants: 500
County Population: 302,939

Services Performed: Lab packing of all materials collected from Household Hazardous Waste Collections and CESQG events. Cleanout and pickup of drummed material at permanent collection facility. Mobile HHW events throughout county.

HILLSBOROUGH COUNTY PUBLIC UTILITIES DEPARTMENT SOLID WASTE

Mr. Larry Sinatra
322 N. Falkenburg Rd.
Tampa, Florida 33619
(813) 209-3042
SinatraL@hillsboroughcounty.org

Contract term: 06/90-present
Annual amount: \$350,000.00
HHW Events Performed: 220
Average # of Participants: 600
County Population: 1,180,784

Services Performed: Mobile Household Hazardous Waste collections on a monthly basis (three different locations each month), including lab packing and disposal. Various emergency responses. Electronics recycling program. SQG milk-runs weekly.

LEE COUNTY DEPARTMENT OF SOLID WASTE

Mr. Erich Tscherteu
10500 Buckingham Rd. Suite 200
Ft. Myers, Florida 33905
(239) 707-1037
ETscherteu@leegov.com

Contract term: 09/95-present
Annual amount: \$150,000.00
HHW Events Performed: 45
Average # of Participants: 1,400
County Population: 593,136

Services Performed: Bi-Monthly shipments of household hazardous waste from permanent facility. Separate CESQG collections events monthly. Mobile collection events.

MIAMI-DADE COUNTY PUBLIC WORKS & WASTE MANAGEMENT DEPARTMENT

Mr. German Hernandez
2525 NW 62nd Street, 5th Floor
Miami, Florida 33160
(305) 514-6673
germanh@miamidade.gov

Contract term: 04/96-present
Annual amount: \$450,000.00
HHW Events Performed: 68
Average # of Participants: 800
County Population: 2,398,245

Services Performed: EQ performs weekly Household Hazardous Waste mobile collections with CESQG collection events. Lab packing of Permanent collection center monthly. Emergency Response services for hurricane events. EQ also handles county-wide end-of-life electronics recycling pickups at 12 centers weekly.

OKALOOSA COUNTY SOLID WASTE

Mr. Jim Reece
84 Ready Avenue
Ft. Walton Beach, FL 32548
(850) 651-7395
jreece@co.okaloosa.fl.us

Contract term: 09/96-present
Annual amount: \$100,000.00
HHW Events Performed: 22
Average # of Participants: 700
County Population: 179,693

Services Performed: EQ performs permanent center shed cleanout lab packing services, and neighboring counties regional Co-Op collection events.

PINELLAS COUNTY DEPARTMENT OF SOLID WASTE

Ms. Deborah Bush
3095 114th Avenue North
St. Petersburg, Florida 33716
(727) 464-7803
dbush@co.pinellas.fl.us

Contract term: 9/95-present
Annual amount: \$350,000.00
HHW Events Performed: 145
Average # of Participants: 700
County Population: 926,146

Services Performed: Lab packing of all materials collected from Household Hazardous Waste Collections and CESQG events. Monthly HHW cleanout of permanent collection facility; weekly electronics shipments. Regular mobile collection events (including all staffing & equipment) throughout county at numerous city municipalities, for both HHW and electronics.



**TYLER COLCORD
LAB PACK OPERATIONS/HHW MANAGER**

EXPERIENCE

US ECOLOGY TAMPA, INC.

July 2017 - Present

FIELD OPERATIONS – LAB PACK/HHW PROGRAMS

Supervise all aspects of the Lab Pack and Household Hazardous Waste (HHW) program operation. Oversee all de-pack and consolidation of waste material. Quote, perform, and bill applicable scopes of work. Develop and maintain a regulatory compliant and profitable client base.

- Establish and maintain standard operating procedures and work instructions for the Lab pack and HHW programs and assist in the training of personnel
- Manage subcontractors and negotiate vendor pricing
- Produce financial reports specifically designed to measure department profit and loss
- Establish and maintain daily, weekly and monthly operation performance metrics.
- Technical support for Customer Service and Participated in bids/site walks on base as well as event business and served as technical contact to sales staff and Sales for Lab pack quotes

**TRIUMVIRATE ENVIRONMENTAL
TECHNICAL WASTE COORDINATOR**

Oct 2016 – June 2017

Supervise all aspects of the inbound waste inventory and data input to ensure compliance with facility's operating permit.

- Supervise waste consolidation operation associated with outbound shipments.
- Direct oversight of waste profile approval for inbound and outbound waste.
- Responsible for quality assurance and assignment of waste process codes associated with facility profit and loss.

**HILLSBOROUGH COUNTY GOVERNMENT; TAMPA, FL
ENVIRONMENTAL SPECIALIST I**

June 2015 – Oct 2016

Responsible for the management and effective operation of Hillsborough County's Household Hazardous Waste (HHW) Collection Program. Direct oversight of County contractor charged with providing HHW services to the County.

- Took lead role in performing safety and regulatory site inspections of County collection areas to ensure compliance with applicable state, federal and local environmental regulations.
- Coordinate off-site shipment of all non-chemical wastes including liquefied gases, Universal Waste, fire extinguishers and recyclable electronics.
- Auditing of commercial customers to confirm compliance with County waste profile program.
- Directly interfaced with public regarding inquiries as they pertained to the County HHW Program
- Participated in bids/site walks on base as well as event business and served as technical contact to sales staff.
- Assisted with the review of bid documents and selection of HHW contract personnel.

EQ-ENVIRONMENTAL QUALITY COMPANY-FLORIDA
QA/QC CHEMIST AND MR

Oct 2011 – June 2015

Supervise all aspects of inbound and outbound inventory management. Oversee efficient and compliant acceptance and shipment of various waste streams. Establish market presence for field service program. Develop competitive pricing information for full line of facility services.

- As ISO Management Representative assumed overall responsibility with all IMS policies and procedures (ISO 14001, ISO 9001, and OHSAS 18001).
- Sample incoming waste streams per Waste Analysis Plan to identify non-conforming waste streams.
- Conducted hazardous waste treatment batch testing.
- Assist Customer Service Dept. and Approvals Dept. to resolve non-conforming waste issues.
- Participated in Emergency Response and Field Services work and off-site sampling as needed.
- Scheduling of all third party lab testing.

FACILITY/FIELD CHEMIST

- De-packing of hazardous and non-hazardous waste.
- Creating new waste profile approvals into new and existing waste facilities, and submitting Lab Packs for approval. .
- Provided instructional oversight to facility technicians to safely conduct de-packing operations.
- Assist as a chemist in weekend household hazardous waste events.
- Organize and prepare outbound loads.
- QC of lab-pack materials into Florida facility.
- Supervise and conduct field operations including but not limited to lab pack and drum removal projects and household hazardous waste collection sites.
- Conduct operations within the scope of all applicable regulations including OSHA, EPA, and DOT regulations.
- Properly segregate and package hazardous and non-hazardous chemicals and waste to minimize or eliminate potential hazards.
- Complete and maintain all waste documentation.

SPECTRUM ANALYTICAL (Tampa, FL)
ANALYTICAL CHEMIST

May 2010 – Oct 2011

Developed new policies and procedures to increase operational efficiency in the lab. Trained and mentored lab technician in proper techniques of sample preparation.

- Making calibration curves and mobile phases.
- Maintained instrument via changing columns, frits, and trouble shooting.
- Analyzing data and making dilutions.
- Method development.

EDUCATION

BS Environmental Science and Policy – University of South Florida; 2008
Associate in Arts – St. Petersburg College; 2003

SPECIALIZED TRAINING/CERTIFICATIONS

- OSHA HAZWOPER 40-Hr
- OSHA 8-Hour Refresher (current)
- DOT Hazmat Employee (HM-181 & 232)
- RCRA Hazardous Waste Regulations (McCoys)
- Transportation of Dangerous Goods with IATA Regulations
- Compressed Gas Cylinder Management
- Landfill Spotter
- Forklift Operator Certified
- CPR/First Aid/AED



GARET SIMS
FIELD CHEMIST/DRIVER TECHNICIAN

WORK EXPERIENCE

US Ecology Tampa, Inc.

10/2010-Present

Field Chemist/Driver Technician

Field Chemist duties include:

- Assist in the development of quotes and deliverable for proposals
- Classification and segregation of hazardous materials on client sites
- Determination of proper shipping descriptions
- Lab packing
- Labeling & manifesting wastes to comply with regulations & company policies.
- loading & transporting waste material
- profiling waste into various facilities
- scheduling deliveries in to TSDFs

CDL Hazmat Driver Technician duties include:

- Lab packing, management of retail and commercial customers
- assisting with waste characterization for packaging, manifesting and transport
- LTL and national retail distribution center pickups
- pharmacy pickups including controlled substances
- compliance with all SOPs and DOT regulations
- completion of all required documentation
- assisting with field training new drivers

MCF Systems – Atlanta, Inc.

11/1994-9/2010

Operations Manager

Duties included:

- Renewing transportation permits in 22 states
- Auditing driver logbooks, maintained driver qualification files, mandatory drug screening program
- Successful development and implementation of driver training programs
- Coordinated scheduling of outbound loads to various disposal facilities
- Coordinated vehicle maintenance regimens
- Responsible for negotiation of purchase/lease rates for new equipment
- Direct oversight of plant operations and 10-day hazardous waste transfer facility
- Devised system for improving routes for efficiency, reduce deadhead miles and increase revenue

- Implemented a roadside inspection bonus program that resulted in more thorough pre-trip inspections, reduced violations at roadside inspections, and increased driver morale
- Primary point of contact for EPA and DOT inspections at the facility.

TRAINING/LICENSES

Class A CDL with TPX endorsements

Confined Space Training

Hazmat and Emergency Response

OSHA 40Hhour HAZWOPER Certification

Annual 8-Hour OSHA Refresher (current)

Operator Certifications include Backhoe, Bulldozer, Forklift and Excavator



SEAN L. GRANDE
LAB PACK CHEMIST II

EXPERIENCE

US ECOLOGY TAMPA, INC.
LAB PACK/FIELD CHEMIST II

Feb. 2013 - Present
June 2003 – Sept. 2011

Supervise all aspects of the Lab Pack and Household Hazardous Waste (HHW) program operation. Oversee all de-pack and consolidation of waste material. Quote, perform, and bill applicable scopes of work. Develop and maintain a regulatory compliant and profitable client base.

- De-packing of hazardous and non-hazardous waste.
- Creating new waste profile approvals into new and existing waste facilities, and submitting Lab Packs for approval. .
- Provided instructional oversight to facility technicians to safely conduct de-packing operations.
- Assist as a chemist in weekend household hazardous waste events.
- Organize and prepare outbound loads.
- QC of lab-pack materials into Florida facility.
- Supervise and conduct field operations including but not limited to lab pack and drum removal projects and household hazardous waste collection sites.
- Conduct operations within the scope of all applicable regulations including OSHA, EPA, and DOT regulations.
- Properly segregate and package hazardous and non-hazardous chemicals and waste to minimize or eliminate potential hazards.
- Complete and maintain all waste documentation.

PINELLAS COUNTY DEPARTMENT OF HEALTH & INFRASTRUCTURE
PROGRAM ASSISTANT

Oct 2016 – June 2017

- Greeting, informing and assisting public.
- Operating roll-offs, forklifts, and Haz-to-Go trailer.
- Sorting chemicals and electronics

UNIVERSITY of SOUTH FLORIDA – COLLEGE of BUSINESS;
GRADUATE TEACHING ASSISTANT

Aug 2001 – Aug 2002

- Direct student curriculum in MS Office Suite applications.
- Coordinate lesson planning and student development.
- Auditing of commercial customers to confirm compliance with County waste profile program.
- Directly interfaced with public regarding inquiries as they pertained to the County HHW Program
- Participated in bids/site walks on base as well as event business and served as technical contact to sales staff.
- Assisted with the review of bid documents and selection of HHW contract personnel.

EDUCATION

University of South Florida -- Tampa, FL 2002
MS Information Systems

St. Petersburg College -- St. Petersburg, FL 1996

BS Biological Sciences with minor in Chemistry and Computer Science

BS Psychology 1993

SPECIALIZED TRAINING/CERTIFICATIONS

- OSHA HAZWOPER 40-Hr
- OSHA 8-Hour Refresher (current)
- DOT Hazmat Employee (HM-181 & 232)
- RCRA Hazardous Waste Regulations (McCoys)
- CDL Class B with Hazmat Endorsement
- Forklift Operator Certified
- CPR/First Aid/AED



MATHEW A. GIBSON
LAB PACK/FIELD CHEMIST

EXPERIENCE

US ECOLOGY TAMPA, INC.
LAB PACK CHEMIST

March 2015 - Present

Participate in all aspects of the Lab Pack and Household Hazardous Waste (HHW) program operation.
Oversee all de-pack and consolidation of waste material.

- Travel to customer sites to segregate and organize chemicals according to DOT and RCRA regulations.
- Pack, label, and manifest compounds properly for shipping to appropriate disposal facility.
- Identify, segregate, and pack household chemicals at county household hazardous waste collection sites.
- Identify chemical compatibility.
- Properly label and manifest waste containers.
- Maintain knowledge of DOT regulations, OSHA safety regulations, RCRA, TSCA, and CERCLA

BEACH HAUS - Gulfport, FL
LINE COOK

Dec 2014 – May 2015

- Set up stations and collected necessary supplies to prepare menu for service; prepared a variety of menu items.
- Maintained a sanitary work area and practiced safe, hygienic food handling.

BARE BOTTOMS MARINE – St. Petersburg Beach, FL
DIVER/TECHNICIAN

May 2014 – Dec 2014

- Maintained and repaired underwater vessels using SCUBA equipment or an above-surface air source.
- Maintained and repaired small motors, air compressors, and dive gear.
- Operated a 14' marine vessel.
- Performed regular sub-surface cleaning of vessel hulls to maintain optimal performance, fuel efficiency, and preserve bottom paint.
- Recorded service logs monitoring zinc activity, algae and hard growth, and potential issues including galvanic corrosion, prop bends, and intake blockage.

FLORIDA DEPARTMENT of HEALTH PINELLAS COUNTY – Largo, FL
INTERN

May 2013 – July 2013

- Assisted and observed professionals in Environmental Health, Epidemiology, and Preparedness department.
- Administered beach sampling to test for enterococci by collecting water samples at ten sites.
- Performed volatile organic compound sampling of well water systems under SUPER Act.
- Inspected public swimming pools using professional test kits to ensure compliance of chemical compounds.
- Conducted compliance inspections at above-ground and underground pollutant storage tank facilities.
- Utilized ESRI ArcGIS to create maps using environmental data for well water sampling sites.
- Filed confidential pollutant storage tank clean-up and compliance documents.

EDUCATION

University of South Florida – Tampa, FL
BS Environmental Science; Minor in Public Health

Dec. 2013

SPECIALIZED TRAINING/CERTIFICATIONS

- OSHA HAZWOPER 40-Hr
- OSHA 8-Hour Refresher (current)
- DOT Hazmat Employee (HM-181 & 232)
- CPR/First Aid Certification (Current)
- Powered Industrial Truck Training
- CPR/First Aid/AED
- Additional Language -- Spanish with moderate fluency
- Proficient in ArcGIS
- Member of Tampa Bay Association of Environmental Professionals



RICHARD R. KAISER II
BUSINESS MANAGER – SOUTHEAST REGION

EXPERIENCE

US ECOLOGY TAMPA, INC.
BUSINESS MANAGER - SOUTHEAST

May 2017 - Present

Ensures focus on top line sales efforts by managing the sales approach within US Ecology's Southeast region. Promote communication and coordination between Sales, Operations, Customer Service and Customers. Provide support to the operation and sales team by estimating and quoting. Attend jobsite evaluations and customers with technical assistance as needed. Assist with job execution and new product line implementation. Provide operational support for various projects and new initiatives. Focus on meeting quarterly and annual revenue objectives for the operation. Identify new markets and new opportunities for future growth. Maintain and report business opportunities on a regular basis. Provide input for the development of annual Revenue Budget.

CSS DYNAMAC CORPORATION – Fairfax, VA
SR. ENVIRONMENTAL PROJECT MANAGER

Sept 2011 – May 2017

Senior Project Manager for Centers for Disease Control & Prevention (CDC) Hazardous Waste Management and Disposal (HWMD) contract. Contribute to corporate projects by assisting company's EPA client in disposing of mixed wastes and brominated compound. Implementation of the SOP produced empty containers acceptable for recycling by local facilities. Completed annual/biennial federal and state hazardous waste reports and coordinate disposal of chemical inventories. Expanded existing recycling program to include Styrofoam packaging, gel-type ice packs, and plastics from BSL-1 and BSL-2 laboratories.

Key Accomplishments:

- Utilized outstanding planning and management skills to assist CDC in reaching its environmental sustainability goals for FY2012 and FY2013.
- Redesigned training presentation for CDC lab personnel to disinfect recyclable, laboratory-generated plastic waste streams.
- Recommended design change to labels created by CDC's Online Waste Ticket System to be compliant with RCRA and OSHA hazard communication requirement.
- Authored CDC Standard Operational Procedures (SOP) for disposal of RCRA empty containers and disposal of non-RCRA regulated solids and Chemical Waste Labeling.
- Created a systematic program to identify, collect, and dispose of 5,000+ containers of chemical reagents.
- Maintain effective communication and working relationships with multiple departmental teams to ensure projects remain on point and on task.
- Assisted CDC in preparing its response to inquiries by the Georgia Department of Environmental Protection (GA EPD) including developing procedures for corrective actions to avoid future Notices of Violation (NOV).

PBS&J, INC. – Atlanta, GA
PROJECT MANAGER

Feb 206 – Sept 2011

Served as project manager for the Centers for Disease Control & Prevention (CDC) Hazardous Waste Management and Disposal (HWMD) contract and filled role as regulatory compliance expert under the Environmental Management Systems (EMS) contract. Designed and taught required CDC training courses, including Universal Waste Management, Small/Large Quantity Generator Responsibilities and Safe Chemical Segregation & Storage Laboratory Practices. Implemented internal waste tracking system to meet RCRA cradle-to-grave requirements and authored SOPs for flammable solvent and liquid waste consolidation,

hazardous materials packing, and CFI, clean-up. Served on H1N1 taskforce to assist BARDA/CDC recall and dispose of millions of expired vaccines. Led a team of auditors across all six programs during the evaluation of CDC's environmental compliance program. Assisted CDC with the implementation phase of the EMS program. Assisted in the development of the formula used to identify processes/operations with significant impacts.

Key Accomplishments:

- Contributed to the development of a Hazardous Waste Determination program to identify underlying hazardous constituents (UHC) to ensure that substances regulated under the Toxic Substance Control Act (TSCA) are properly disposed.
- Regulatory Compliance Expert responsible leading a team of internal Environmental Compliance auditors. Identified laboratory practice that may have resulted in CDC being non-compliant with the Clean Air Act (CAA).
- Assisted CDC with development and implementation of a Standard Operational Procedure (SOP) for disposing of laboratory liquids via the sink drain. The SOP identified "safe" solutions to sink disposal to maintain compliance with the Clean Water Act (CWA) and National Pollution Elimination Discharge System (NPDES) requirements.
- Kept CDC annual HW disposal costs to a constant amount, despite annual increases in HW generation.

PSC ENVIRONMENTAL SERVICES, LLC – Fairburn, GA
TECHNICAL OPERATIONS MANAGER – SOUTHEAST REGION

Nov 2001 – Feb 2006

Assumed all P&L responsibilities for the region. Served as project manager for contract negotiations, bid and proposal preparation, and waste characterization. Established and maintained relationships with alternate treatment, storage, and disposal facilities. Directed materials movement throughout the SE. Assisted with the development of laptop-based software/hardware prototype program to improve field chemist efficiency and quality. As technical operations manager, developed lab pack (LP) program at PSC - Fairburn. As subcontractor to TetraTech EMI, coordinated management of HWMD program for the Centers for Disease Control in Atlanta, GA. Assumed responsibility for Department of Transportation (DOT) compliance and Environmental Health and Safety (EH&S) for company's industrial waste-water treatment plant.

Key Accomplishments:

- Consistently exceeded projected sales budget with average monthly gross profits equaling 35-40%.
- Devised and implemented a format to increase quoting efficiency, resulting in increased sales and billable time for field personnel.
- Developed concept for internal tracking system to track waste characterization reports through the approval process.
- Created cross-training program for plant personnel and field personnel that improved efficiency and team work

PROPOSAL/CONTRACT MANAGER – Hatfield, PA

April 1994 – Nov 2001

Managed regional proposals for Mid-Atlantic sector; developed proposal teams, coordinated with regional and national account executives, and created compelling sales presentations. Authored several proprietary protocols and SOPs for proposals and technical field personnel. Assisted sales personnel in closing contract negotiations. Co-developed regional business development plans. Served as contract administrator for Pennsylvania and New Jersey DOTs, Shell Oil, Pennsylvania State University, and Home Depot. Accurately completed all proposal documents, including non-collusion affidavits, stockholder disclosure, FAR requirements, and corporate resolutions.

Key Accomplishments:

- Streamlined procedures for securing bid bonds, performance bonds, and certificates of insurance for proposals.
- Developed standardized proposal formats to expedite bid turnaround and improve productivity.
- Awarded \$3+ million of base business from regional proposals.

Previous positions Field Chemist, PSC Environmental Services, LLC,

Oct 1990 – April 1994

EDUCATION

Pennsylvania State University – BS Environmental Resource Management; 1985

SPECIALIZED TRAINING/CERTIFICATIONS

- NREP Certified Waste Management Professional (Certificate #857252)
- 40-Hour OSHA HAZWOPER
- 8-Hour HAZWOPER Recertification
- HM-215 and HM-126F (DOT)
- HM-215D: Shipping Infectious Substances (IATA & DOT)
- Federal Records Management
- Site Supervisor Training (OSHA 1910.120 [e] [4] and [8])
- Reactive & Special Chemical Recognition and Handling
- Lessons in Leadership (Incident Investigation)
- FEMA: IS-631 Public Assistance Operations I
- FEMA: IS-632 Introduction to Debris Operations
- FEMA: IS-100 & IS-200 Incident Command Systems (ICS)
- Title V Air Permitting (Clean Air Act)
- CPR/First Aid/AED

EQ Florida Destination Facilities

Revised February 1, 2017

Wastestream	Initial Facility	Treatment Facility (# 1)	Treatment Facility (# 2)	Technology	Final Disposal (#1)	Final Disposal (# 2)
Corrosives Oxidizers Characteristic Solids Characteristic Liquids Mercury Compounds	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Cieply	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Cieply	EQ Detroit 1923 Frederick St. Detroit, MI 48211 MID 980 991 566 800.495.6059 Office 800.592.5329 Fax	Chemical Oxidation Stabilization Landfill	<i>Treated Solids to:</i> Cedar Trail 2500 SR 60 West Bartow, FL 33830	<i>Treated Solids to:</i> EQ Wayne Disposal 49350 North I-94 Service Dr. Belleville, MI 48111 MID 048 090 633
Flammable Liquids, Solvents Paint Related Material Flammable Solids	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Cieply	Rineco 819 Vulcan Road Benton, AR 72015 ARD 981 057 870 800.377.4692 Office 501.778.8505 Fax Amanda Walker		Supplemental Fuel	Ashgrove Cement 1801 North Santa Fe Chanute, KS 66720 KSD 031 203 318	
Toxic Compounds, Pesticides, Reactives, Oxidizers Organic Peroxides U-Listed P-Listed	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Cieply	Veolia Tech. Solutions #7 Mobile Avenue Sauget, IL 62201 ILD 098 642 424 618.271.2804 Office 618.271.2128 Fax Jan Galle	Veolia Tech. Solutions HWY 73, 3.5 Miles West of Taylors Bayou Port Arthur, TX 77640 TXD 000 838 896 281.425.7106 Office 281.427.5367 Fax Carrie Villemez	Incineration	EQ Wayne Disposal 49350 North I-94 Service Dr. Belleville, MI 48111 MID 048 090 633	Chemical Waste Management, Inc. 7170 John Brannon Road Carlyss, LA 70665 LAO 000 777 201
Mercury, Elemental & Devices Electric Lamps	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Cieply	LEI 46257 Morris Road Hammond, LA 70401 LAO 000 365 668 985.974.0673 Office 636.400.2956 Fax Larry Fannaly	AERC 4317-J Fortune Place West Melbourne, FL 32904 FLD 984 262 782 321.952.1516 Office 321.952.1060 Fax	Recycling Retorting	AERC 2591 Mitchell Ave Allentown, PA 18103 PAD 987 367 216	<i>Lamps to</i> AERC 4317-J Fortune Place West Melbourne, FL 32904
Non-Hazardous Materials Latex Paint	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Cieply	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Cieply		Stabilization Subtitle D Landfill	Cedar Trail 2500 SR 60 West Bartow, FL 33830	
PCB Ballasts, Transformers Capacitors	EQ Florida 2002 N. Orient Rd. Tampa, FL 33619 FLD 981 932 494 813.319.3410 Office 813.626.7451 Fax Gene Cieply	LEI 46257 Morris Road Hammond, LA 70401 LAO 000 365 668 985.974.0673 Office 636.400.2956 Fax Larry Fannaly	AERC 4317-J Fortune Place West Melbourne, FL 32904 FLD 984 262 782 321.952.1516 Office 321.952.1060 Fax	Recycling	Veolia Tech. Solutions HWY 73, 3.5 Miles West of Taylors Bayou Port Arthur, TX 77640 TXD 000 838 896	

EQ Florida Destination Facilities

Revised February 1, 2017

Wastestream	Initial Facility	Treatment Facility (# 1)	Treatment Facility (# 2)	Technology	Final Disposal (#1)	Final Disposal (# 2)
Lead-Acid Car Batteries Sealed Lead-Acid Batteries	EQ Florida 2002 N Orient Rd Tampa, FL 33619 FLD 981 932 494 813 319 3410 Office 813 626 7451 Fax Gene Cieply	LEI 46257 Morris Road Hammond, LA 70401 LAO 000 365 668 985 974 0673 Office 836 400 2956 Fax Larry Fannaly	AERC 4317-J Fortune Place West Melbourne, FL 32904 FLD 984 262 782 321 952 1516 Office 321 952 1060 Fax	Lead Acid Battery Recycling	Exide Technologies 3000 Montrose Ave Reading, PA 19605 PAD990753069	
Alkaline, Ni Cad, Nickel Metal Hydride, Lithium Batteries	EQ Florida 2002 N Orient Rd Tampa, FL 33619 FLD 981 932 494 813 319 3410 Office 813 626 7451 Fax Gene Cieply	LEI 46257 Morris Road Hammond, LA 70401 LAO 000 365 668 985 974 0673 Office 836 400 2956 Fax Larry Fannaly	AERC 4317-J Fortune Place West Melbourne, FL 32904 FLD 984 262 782 321 952 1516 Office 321 952 1060 Fax	Battery Recycling	Texco Inc. 8090 Lancaster Newark Rd NE Baltimore, OH 43105 OHR000038513	
Propane Tanks	EQ Florida 2002 N Orient Rd Tampa, FL 33619 FLD 981 932 494 813 319 3410 Office 813 626 7451 Fax Gene Cieply	Par Gas 1452 W CR 48 Bushnell, FL 33513 352 793 1982 Office 352 793 1918 Fax Justin Parrish		Propane Recycling	Open Market Propane Tanks Re-used	
Used Oil Non-Haz Liquids for Recycle	EQ Florida 2002 N Orient Rd Tampa, FL 33619 FLD 981 932 494 813 319 3410 Office 813 626 7451 Fax Gene Cieply	Aqua Clean 3210 Whitten Road Lakeland, FL 33811 FLR 000 034 033 863 644 0665 Office 863 646 1880 Fax	Universal Environmental Solutions 1650 Hemlock Street Tampa, FL 33605 FLR000199802 813 241 9206 Office 813 241 9215 Fax	Oil Recycler Wastewater Treatment	Aqua Clean 3210 Whitten Road Lakeland, FL 33811 FLR 000 034 033	Universal Environmental Solutions 1650 Hemlock Street Tampa, FL 33605 FLR000199802
Metals Crushed Containers	EQ Florida 2002 N Orient Rd Tampa, FL 33619 FLD 981 932 494 813 319 3410 Office 813 626 7451 Fax Gene Cieply	R & L Metals Inc. 1913 N 62nd St Tampa, FL 33619 813 621 3699		Metals Recycling Non RCRA Material	Open Metals Market	
Aerosols Cans Crushed Aerosol Cans	EQ Florida 2002 N Orient Rd Tampa, FL 33619 FLD 981 932 494 813 319 3410 Office 813 626 7451 Fax Gene Cieply	Rinco 819 Vulcan Road Benton, AR 72015 ARD 981 057 870 800 377 4692 Office 501 778 8505 Fax Amanda Walker		Supplemental Fuel	Ashgrove Cement 4457 Highway 108 Foreman, AR 71838 ARD 981 512 270	

EQ Florida Compliance History

DATE	AGENCY	NOTICE	PERMIT #	ALLEGED VIOLATION	STATUS	PENALTY
06/03/14	DBPR	N/A	5316	None	-	None
06/19/14	FDEP	N/A	FLR05E179	None	-	None
06/19/14	FDEP	N/A	34757-010/SO/30	None	-	None
01/27/15	FDEP	Short Form Consent Order (OGC No. 15-0142)	34875-HO-11 & 34757-010/SO/30	Failure to make a HW determination.	Closed	\$25,500.00
				Transporting HW without a manifest.		
				Waste Analysis Plan noncompliance.		
				Failure to adequately train personnel to perform their duties in a manner that ensures the facility's compliance with hazardous waste regulations.		
				Failure to comply with Part II Subpart E of the facility's combined operating permit 34875-HO-11 and 34757-010/SO/30 by managing hazardous waste outside of the permitted units between 11/11/14 and 11/17/14.		
07/22/15	OSHA	Citation (Inspection No. 1080213)	-	Failure to test hazardous waste prior to shipment to a Subtitle D facility to determine whether or not the material met treatment standards.	Closed	\$2,100.00
				Land disposal of hazardous waste that did not meet treatment standards.		
				Employee was operating a forklift without the use of a seatbelt.		
				Failure to keep all containers holding hazardous waste generated on site closed.		
				Failure to mark all hazardous waste storage containers with the date of accumulation.		
				Failure to clearly label all hazardous waste storage containers with the words "Hazardous Waste".		
				Failure to ensure all employees received a program of classroom instruction or on-the job training that teaches them to perform their duties in a manner that ensures the facility's compliance with applicable federal requirements.		
				Failure to provide adequate secondary containment for all containers of hazardous waste containing free liquids at the Facility.		

The electronic version of this document is the controlled version. Each user is responsible for ensuring that any document being used is the current version.

EQ Florida Compliance History						
DATE	AGENCY	NOTICE	PERMIT #	ALLEGED VIOLATION	STATUS	PENALTY
08/14/15	FDEP	Long Form Consent Order (OGC No. 16-0275)	34875-HO-11 & 34757-010/SO/30	Failure to record significant discrepancies on hazardous waste manifests returned to generators.	Closed	\$70,539.00
				Failure to comply with the Permit by not providing adequate secondary containment for vehicles and trailers that are in the transfer facility for more than 24-hours and by not providing adequate emergency liquid containment for all vehicle trucks, roll-offs and tractor trailers on the Property.		
				Failure to comply with the Permit by not using the inspection form submitted as part of the permit application and approved by the Department.		
				Failure to comply with the Permit by utilizing the transfer facility to store hazardous waste for which the Respondent was the designated TSDF on the manifest.		
				Failure to comply with the permit by not unloading the bulk containers of hazardous waste within five (5) days of arrival at the facility.		
				Failure to comply with the permit by not ensuring the amount of waste in the hazardous waste transfer facility was 20,000-gallons or less.		
				Failure to properly characterize waste from the sump in the north side of the treatment building before treating it in the hazardous waste treatment tank.		
				Failure to comply with the Permit by removing treated hazardous waste from the treatment tank before analyses showed treated waste met universal treatment standards.		
				Failure to correctly complete all hazardous waste manifests by not assigning and recording correct Management Method Codes for hazardous waste received at the Facility.		

EQ Florida Compliance History

DATE	AGENCY	NOTICE	PERMIT #	ALLEGED VIOLATION	STATUS	PENALTY
				Failure to comply with the Permit by storing solid waste outside of the authorized areas at the Facility. Failure to comply with the Permit by using only one piece of heavy equipment in the treatment building instead of two dedicated pieces of equipment. Failure to comply with the Permit by not immediately providing the Department with a description of the noncompliance, the period of the noncompliance, and any steps taken to reduce, eliminate, and prevent recurrence of the noncompliance.		
03/22/16	DOT PHMSA	N/A	DOT #786781	None	-	-
07/28/16	OSHA	Citation (Inspection No. 1149272)	-	Protective equipment was not used when necessary whenever hazards capable of causing injury and impairment are encountered. The employer did not assess the workplace to determine if hazards were present, or were likely to be present, which necessitated the use of personal protective equipment.	Closed	\$1,680.00
08/30/16	Department of the Treasury (IRS)	N/A	-	None	-	-
10/12/16	Hillsborough County EPD	N/A	34757-010/SO/30	None	-	-
05/25/17	FDEP	N/A	34875-HO-012	None	-	-
08/18/17	FDEP	N/A	34757-010/SO/30	None	-	-
11/01/17	Hillsborough County EPD	N/A	34757-010/SO/30	None	-	-
01/04/18	Department of Agriculture (USDA)	N/A	-	None	-	-

Please see exception noted below.

EXHIBIT I

**TYPE "D" -INSURANCE REQUIREMENTS
Pollution and Hazardous Waste**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. POLLUTION LIABILITY.

- A Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim.
- B When this contract includes the pick-up, transportation or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Autos and Truckers coverage Forms)

V. OTHER INSURANCE PROVISIONS The policies are to contain, or be endorsed to contain, the following provisions:

- A Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - 2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.
- B All Coverages
 - 1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS

~~Contractors shall include all subcontractors as insured under its policies.~~ All subcontractors shall be subject to the requirements stated herein

USE will require any subcontractors to provide their own insurance

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES TO:

Risk Management
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601
dryon@alachuacounty.us
Phone: 352-374-5297
Fax: 352-381-0168
Attn: Darlene Ryon



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
10/02/2018

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 of Arizona, 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 US Ecology, Inc. US Ecology Tampa, Inc. 7202 East 8th Ave. Tampa, FL 33619 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER B: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER C: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER D: Aspen Specialty Insurance Company</td><td>10717</td></tr><tr><td>INSURER E: Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company	22322	INSURER B: XL Specialty Insurance Company	37885	INSURER C: XL Insurance America Inc	24554	INSURER D: Aspen Specialty Insurance Company	10717	INSURER E: Indian Harbor Insurance Company	36940	INSURER F:	
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INSURER E: Indian Harbor Insurance Company	36940														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W8313989

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	GEC0001731-18	08/01/2018	08/01/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 25,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/PROP AGG</td><td>\$ 2,000,000</td></tr><tr><td>BIR</td><td>\$ 100,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 25,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/PROP AGG	\$ 2,000,000	BIR	\$ 100,000
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BIR	\$ 100,000																			
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ 90 Endt ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	AEC004634203	08/01/2018	08/01/2019	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
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AGGREGATE	\$																			
	\$																			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ No	N/A	RWD3000908-03	08/01/2018	08/01/2019	<table border="1"><tr><td>☒ PER STATUTE</td><td>☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE	☐ OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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D	Contractors Poll & Professional Retro Date: 08/1/96 Deductible		ERAFKTK18	08/01/2018	08/01/2019	<table border="1"><tr><td>Each Incident</td><td>\$25,000,000</td></tr><tr><td>Aggregate</td><td>\$25,000,000</td></tr><tr><td>Per Incident</td><td>\$100,000</td></tr></table>	Each Incident	\$25,000,000	Aggregate	\$25,000,000	Per Incident	\$100,000								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

Alachua County Board Of County Commissioners 12 SE 3rd Floor Gainesville, FL 32601	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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BR ID: 16815598

BATCH: 892297

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Arizona, Inc.		NAMED INSURED US Ecology, Inc. US Ecology Tampa, Inc. 7202 East 8th Ave. Tampa, FL 33619 USA	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Alachua County Board Of County Commissioners, its officials, employees and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability where required by written contract.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds where required by written contract.

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company

NAIC#: 36940

POLICY NUMBER: PEC000173506 EFF DATE: 08/01/2016 EXP DATE: 08/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution & Remediation Legal Liability	Each Condition	\$25,000,000
	Aggregate	\$25,000,000
	SIR	\$250,000

EQ HOLDINGS, INC.
NAMED INSURED SCHEDULE - CASUALTY

EQ Parent Company, Inc.
EQ Holdings, Inc.
US Ecology Livonia, Inc.
US Ecology Sulligent, Inc.
US Ecology Taylor, Inc.
US Ecology Tulsa, Inc.
US Ecology Tampa, Inc.
US Ecology Romulus, Inc.
Michigan Disposal, Inc.
Wayne Disposal, Inc.
EQ Industrial Services, Inc.
EQ Northeast, Inc.
Wayne Energy Recovery, Inc.
EQ Detroit, Inc.
EQ Mobile Recycling, Inc.
Envirite of Ohio, Inc. (DBA - EQ Ohio)
EQ Metals Recovery, LLC
Envirite of Illinois, Inc. (DBA - EQ Illinois)
Envirite of Pennsylvania, Inc.
Envirite Transportation, LLC
RTF Romulus, LLC.
US Ecology Houston, Inc.

Dormant Named Insureds:

EQ The Environmental Quality Company
EQ Florida Inc.
EQ Alabama, Inc.
EQ Oklahoma, Inc.
Vac-All Services, Inc.
EQ Resource Recovery, Inc.

ENDORSEMENT

This endorsement, effective 12:01 a.m., August 1, 2018 forms a part of
Policy No. GEC000173118 issued to US ECOLOGY, INC.
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Any person(s) or entity(ies) requiring by written contract that the Named Insured provide advanced written notice of cancellation. The person or entity must be listed on a spreadsheet from the broker that includes the person's or entity's name and a valid mailing address. This spreadsheet must be received by the company within five days of the company's request to the broker. Otherwise, the company will bear no liability or responsibility for such advanced written notice of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

This endorsement, effective 12:01 a.m., August 1, 2018 forms a part of Policy No. AEC004634203 issued to EQ Holdings, Inc. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Conditions

The number of days required for notice of cancellation by us for any reason other than nonpayment of premium, as provided in either paragraph 2. of the **CANCELLATION** Common Policy condition or as amended by an applicable state cancellation endorsement, is extended to the number of days shown in the Schedule below:

SCHEDULE

Number of Days' Notice: 90

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 08-01-2018 forms a part of
Policy No. RWD3000908-03 issued to EQ Holdings, Inc.
by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Willis Risk & Insurance Services of California and furnished to XL Insurance no less than 45 days prior to the effective date of cancellation		30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08-01-2018
Insured
EQ Holdings, Inc.
Insurance Company
XL Insurance America, Inc.

Policy No. RWD3000908-03

Endorsement No.
Premium Included

Countersigned by _____



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

October 9, 2018 BoCC Regular Meeting 9:00AM

Agenda Item #~~30~~³⁰₃₁

Agenda Item Name:

Bid 19-193 Agreement with EQ of Florida, DBA US Ecology

Presenter:

Chris Bird, 264-6801

Item Description:

Agreement with EQ of Florida, DBA US Ecology for the provision of transport and disposal of Hazardous Household Waste - Bid 19-193.

Recommended Action:

To approve the Agreement for contractual services between Alachua County and EQ of Florida, DBA US Ecology for the provision of transport and disposal of Hazardous Household Waste - Bid 19-193.

Prior Board Motions

September 11, 2018 the Board approved the award of Bid 19-193 Hazardous Waste transport and disposal to EQ of Florida, DBA US Ecology.

Fiscal Consideration:

Funding for this service is budgeted in Fund 401.55.5541.537.31.00 which is funded by the Solid Waste Assessment. This is a unit price agreement and the total cost to the County will vary with the amount and type of Hazardous Waste collected. The estimated cost of this agreement for FY19 is \$200,000.00 and is reflected in the FY19 proposed budget.

Background:

The Alachua County Environmental Protection Department has operated the permanent Hazardous Waste Collection Center since 1999 where Alachua County residents can properly dispose of their Household Hazardous Waste (HHW) six days per week. Additionally, qualified business waste is currently accepted as well. In addition, the five (5) County Solid Waste Collection Centers have a HHW collection area, and the program also holds numerous mobile HHW collection events throughout the County annually. To insure the protection of the public's health, safety and welfare and for the protection of the environment, the County requires the Hazardous Waste collected through the hazardous waste program is properly managed.

Bid 19-193 was advertised July 11, 2018 and July 18, 2018. Two (2) bidders responded and on September 11, 2018 the Board approved the award of Bid 19-193 to EQ of Florida, DBA US Ecology.

9852



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

 DATE (MM/DD/YYYY)
08/01/2018

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 of Arizona, 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	
		INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company	NAIC # 22322
		INSURER B: XL Specialty Insurance Company	37885
		INSURER C: XL Insurance America Inc	24554
		INSURER D: Aspen Specialty Insurance Co	10717
		INSURER E: Indian Harbor Insurance Company	36940
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W7106113

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC * OTHER:			GEC0001731-18	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY Includes MCS 90 Endt ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			AEC004634203	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UEC000173618	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD3000908-03	08/01/2018	08/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Poll & Professional Retro Date: 08/1/96 Deductible			ERAFKTK18	08/01/2018	08/01/2019	Each Incident \$25,000,000 Aggregate \$25,000,000 Per Incident \$100,000

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

Umbrella/Excess Policy is not over any Pollution Policy.

SEE ATTACHED

CERTIFICATE HOLDER
CANCELLATION

Verification of Insurance	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: 16524198

BATCH: 809157

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Arizona, Inc.		NAMED INSURED US Ecology, Inc. US Ecology Livonia, Inc. 101 S. Capitol Blvd., Suite 1000 Boise, ID 83702	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
 POLICY NUMBER: PEC000173506 EFF DATE: 08/01/2016 EXP DATE: 08/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution & Remediation Legal Liability	Each Condition	\$25,000,000
	Aggregate	\$25,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
 POLICY NUMBER: PEC004627703 EFF DATE: 08/01/2018 EXP DATE: 08/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Legal Liability	Per Incident	\$4,000,000
(RCRA Locations)	Aggregate	\$20,000,000
	Ded. Per Incident	\$250,000

EQ HOLDINGS, INC.
NAMED INSURED SCHEDULE - CASUALTY

EQ Parent Company, Inc.
EQ Holdings, Inc.
US Ecology Livonia, Inc.
US Ecology Sulligent, Inc.
US Ecology Taylor, Inc.
US Ecology Tulsa, Inc.
US Ecology Tampa, Inc.
US Ecology Romulus, Inc.
Michigan Disposal, Inc.
Wayne Disposal, Inc.
EQ Industrial Services, Inc.
EQ Northeast, Inc.
Wayne Energy Recovery, Inc.
EQ Detroit, Inc.
EQ Mobile Recycling, Inc.
Envirite of Ohio, Inc. (DBA - EQ Ohio)
EQ Metals Recovery, LLC
Envirite of Illinois, Inc. (DBA - EQ Illinois)
Envirite of Pennsylvania, Inc.
Envirite Transportation, LLC
RTF Romulus, LLC.
US Ecology Houston, Inc.

Dormant Named Insureds:

EQ The Environmental Quality Company
EQ Florida Inc.
EQ Alabama, Inc.
EQ Oklahoma, Inc.
Vac-All Services, Inc.
EQ Resource Recovery, Inc.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-41
Agreement Extension - Change Healthcare Technology Enabled Services

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-41

SYNOPSIS: City staff is satisfied with service from Change Healthcare Technology Enabled Services, LLC, formerly PST Services, Inc. or McKesson Empowering Healthcare. Change Healthcare has agreed to the identical cost, terms and conditions as those in the initial Agreement.

Attached as a reference is a copy of the most recent agreement extension, Resolution 2014-37, which includes a copy of the initial agreement, Resolution 2009-79.

FISCAL IMPACT: Funding is allocated in the Fire Ambulance Billing/Collection Fees account, 0012200 54922.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-41.

Ty Silcox, Fire Chief	02/12/2019
Dale Martin, City Manager	02/20/2019
Pauline Testagrose, Comptroller	02/20/2019
Tammi E. Bach, City Attorney	02/22/2019

Date: February 12, 2019

Submitted By: Kaleigh Simmons, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2019-41

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FIVE-YEAR EXTENSION TO THE EXISTING MEDICAL CLAIMS BILLING SERVICES AGREEMENT WITH CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution 2009-79 on May 5, 2009, to enter into a Medical Claims Billing Services Agreement with McKesson Empowering Healthcare, also known as PST Services, Inc., and now known as Change Healthcare Technology Enabled Services, LLC; and

WHEREAS, Resolution 2009-79 approved an initial five-year agreement, renewed for an additional five years with Resolution 2014-37; and

WHEREAS, the agreement provides for additional renewal options; and

WHEREAS, City staff recommends an additional five-year extension, keeping the same costs, terms and conditions provided for in the initial agreement; and

WHEREAS, funding is allocated in the Fire Ambulance Billing/Collection Fees account, 0012200 54922; and

WHEREAS, the new expiration date for the agreement is March 5, 2024.

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

SECTION 1. The City Commission hereby approves extending the Medical Claims Billing Services Agreement (attached hereto as Exhibit "A") with Change Healthcare Technology Enabled Services, LLC, for five years and authorizes the City Manager and City Clerk to execute the agreement extension upon review and approval of the City Attorney.

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

ADOPTED 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

AMENDMENT NO. 2 TO PRACTICE MANAGEMENT SERVICES AGREEMENT

This Amendment No. 2 to Practice Management Services Agreement (hereinafter the "**Amendment**") amends the Practice Management Services Agreement that became effective on June 1, 2014, as amended (the "**Agreement**"), between City of Fernandina Beach, Florida ("**Client**") and Change Healthcare Technology Enabled Services, LLC, successor-in-interest to PST Services, Inc., ("**Service Provider**") and is effective as of the latest date in the signature block below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Name Change. The parties acknowledge and agree that: (i) Change Healthcare Technology Enabled Services, LLC assumed all rights and responsibilities of PST Services, Inc. ("**PST**") under the Agreement, and (ii) all references to PST in the Agreement or any amendment or addendum or exhibit or schedule to the Agreement shall be deemed to have been changed to Change Healthcare Technology Enabled Services, LLC ("**Service Provider**").
2. Modification of Term of Agreement. The parties acknowledge and agree that Section 2. Term of the Agreement is hereby deleted in its entirety and replaced with the following in lieu thereof:

Section 2. Term. The Term of the Agreement is hereby extended for a term of five (5) years from June 1, 2019. Client reserves the right to extend the Agreement for additional one (1) year terms provided that all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the Client unless (i) either party delivers to the other, written notice of its termination at least ninety (90) days prior to the expiration of the then-current term, or (ii) as otherwise set forth in Section 11 of the Agreement.
3. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
4. Capitalized terms used herein and not otherwise defined have the same meaning as in the Agreement. In the event any term or condition of this Amendment is inconsistent with any term or condition of the Agreement, the terms of this Amendment will control. Except as stated above, all terms of the Agreement shall remain in full force and effect. Service Provider and Client represent and warrant that they have the full power and authority to enter into this Amendment, that there are no restrictions or limitations on their ability to perform under this Amendment, and that the person executing this Amendment has the full power and authority to do so.

IN WITNESS WHEREOF, and in agreement hereto, the parties have executed this Amendment on the dates set forth below.

CITY OF FERNANDINA BEACH, FLORIDA

CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

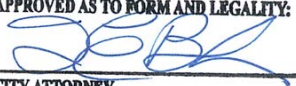
Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

RESOLUTION 2014-37

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FIVE (5) YEAR EXTENSION TO THE EXISTING AGREEMENT WITH PER-SE TECHNOLOGIES (PST – A MCKESSON COMPANY) FOR MEDICAL CLAIMS BILLING AND RELATED ACCOUNTS RECEIVABLE SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a two (2) year agreement with three (3) one (1) year extensions with Per-Se Technologies was executed on May 5, 2009 for medical claims billing and related account receivable services and will expire on May 30, 2014; and

WHEREAS, Per-Se Technologies has proposed to honor the current agreement for five (5) additional years with additional one (1) year terms providing all terms, conditions, and specifications remain the same; and

WHEREAS, Per-Se Technologies has agreed to continue with the current vendor rates of 7% per medical claim, Medicaid Flat Fee of \$10.00 per claim and HIPAA notice of \$1.00 per claim; and

WHEREAS, staff feels this is a unique situation and should receive sole source consideration as Per-Se Technologies has provided excellent service to the City in customer service, billing, and collections; and

WHEREAS, changing vendors for medical claims billing and related accounts receivable services, new bids would have to be solicited, received, reviewed, and compared taking up to six (6) months to convert the billing to the new vendor and make necessary changes to the related accounts receivable services; and

WHEREAS, funding is allocated in the Fire Ambulance Billing/Collection Fees account # 001-2200-522.4900.

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

SECTION 1. The City Commission of the City of Fernandina Beach, Florida hereby approves Amendment No. 1 to Practice Management Services Agreement with Per-Se Technologies for medical claims billing and related account receivable services, attached hereto as Exhibit "A".

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

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

ADOPTED this 18th day of March, 2014.

CITY OF FERNANDINA BEACH

A handwritten signature in dark ink, appearing to read 'Edward E. Boner', written over a horizontal line.

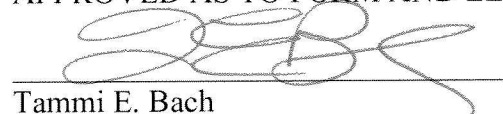
Edward E. Boner
Commissioner – Mayor

ATTEST:

A handwritten signature in dark ink, appearing to read 'Caroline Best', written over a horizontal line.

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in dark ink, appearing to read 'Tammi E. Bach', written over a horizontal line.

Tammi E. Bach
City Attorney

AMENDMENT NO. 1 TO PRACTICE MANAGEMENT SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO THE PRACTICE MANAGEMENT SERVICES AGREEMENT ("First Amendment"), effective June 1, 2014 (the "EFFECTIVE DATE"), by and between PST Services, Inc. (a McKesson company), a Georgia corporation ("Per-Se"), and City of Fernandina Beach, Florida, a municipality organized under the laws of the State of Florida ("Client").

WHEREAS, PST Services and Client entered into that certain Practice Management Services Agreement dated as of May 9, 2009 and commencing on June 1, 2009 (the "Agreement"), whereby PST Services provides medical claims billing and related account receivable services to Client; and

WHEREAS, the parties desire to extend the terms of the Term of the Agreement, as amended by this Amendment No.1; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this First Amendment as an integral part hereof and not mere recitals hereto, and the mutual promises, covenants and agreements contained in this First Amendment and the Agreement, and other good and valuable consideration, the receipt adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Definitions. All capitalized terms in this First Amendment shall have the meanings set forth in the Agreement, unless defined otherwise herein.
2. Modification of Term of Agreement. The Term of the Agreement as amended by this First Amendment is hereby amended and restated to read in its entirety as follows:

"Section 2 Term. The Term of the Agreement as amended by the First Amendment shall be for a term of five (5) years beginning June 1, 2014 ("Commencement Date"). Client reserves the right to extend the Agreement for additional one (1) year terms providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the City unless (i) either party delivers to the other written notice of termination at least ninety (90) days prior to the expiration of the then-current term, of (ii) as otherwise set forth in Section 11 of this Agreement."

3. Section 3 Monthly Fees. The monthly fees will continue as set forth on Schedule 2 to the Agreement.
4. Miscellaneous. The validity, interpretation and performance of this First Amendment shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. This First Amendment may be executed in identical counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same First Amendment. The parties agree to cooperate with each other in good faith at all times to effectuate the goals and intentions of the parties as set forth in this First Amendment and the Agreement as amended from time to time. The Agreement as amended by this First Amendment is and shall continue to be in full force and effect and the Agreement is hereby in all respects ratified and confirmed except as expressly amended by this First Amendment.

[Remainder of page intentionally left blank]

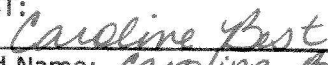
IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 1 TO PRACTICE MANAGEMENT SERVICES AGREEMENT as of the date first written above.

PST SERVICES, INC.

By: 
Printed Name: Christopher W. Robertson
Title: Senior VP, Operations
Date: 4/18/2014

CITY OF FERNANDINA BEACH, FLORIDA

By: 
Printed Name: Joe Gernity
Title: City Manager
Date: 3.19.14

ATTEST:
By: 
Printed Name: Caroline Best
Title: City Clerk
Date: 3/19/2014

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

PRACTICE MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into by and between PST Services, Inc. (a McKesson company), a Georgia corporation ("Per-Se") and City of Fernandina Beach, Florida, a municipality organized under the laws of the State of Florida ("Client"), as of May 8, 2009 (the "Effective Date").

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Per-Se agree as follows:

1. **Services.** Beginning on or about the Commencement Date (as defined below), Per-Se will begin to perform the reimbursement management services set forth on Schedule 1 to this Agreement (the "Services") on behalf of Client. Client shall, on a timely basis and in a format reasonably acceptable to Per-Se, provide the information set forth on Schedule 1 necessary for Per-Se to perform such Services in an efficient manner (the "Client Responsibilities"). During the term of this Agreement, Per-Se will be the sole provider to Client of all of the Services identified as "Reimbursement Management Services" on Schedule 1 to this Agreement for Client's emergency medical services accounts receivable. In performing the Services hereunder, Client acknowledges that Per-Se shall at all times be acting as an independent contractor.

2. **Term.** The initial term of this Agreement will be two (2) years (the "Initial Term") beginning June 1, 2009 (the "Commencement Date"). Client reserves the right to extend the Agreement for three (3) additional one (1) year terms providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the City unless (i) either party delivers to the other written notice of termination at least ninety (90) days prior to the expiration of the then-current term, or (ii) as otherwise set forth in Section 11 of this Agreement.

3. **Monthly Fees.** Beginning as of the Commencement Date, Client agrees to pay Per-Se the monthly fee set forth on Schedule 2 to this Agreement (the "Monthly Fee"), which will be billable on the first (1st) day of each month.

4. **Bank Account.** A bank account will be maintained by Client in the name of Client at a bank designated by Client. All cash receipts will be deposited into the bank account. Per-Se will have no ownership rights in the bank account and will have no right to negotiate or assert ownership of checks made payable to Client. Client will be responsible for all fees associated with such bank account. Client reserves the right to modify or revoke such arrangements at any time.

5. **Confidentiality.** Per-Se agrees not to disclose, and to cause its employees, agents and representatives not to disclose, to anyone other than Client the terms of this Agreement, Client's business practices or other trade secrets or confidential information of Client or any information about any of Client's patients received in the course of performing the Services, except as required to bill charges or as otherwise legally required. Notwithstanding the foregoing, Client agrees that Per-Se may use Client information and data from transactions received or created by Per-Se for data aggregation and/or statistical compilations or reports, research and for other purposes (the "Uses") so long as such Uses are in compliance with all applicable laws and patient identifying information is de-identified consistent with the HIPAA Privacy Rule and such Uses shall be the sole and exclusive property of Per-Se. Client acknowledges that the software employed by Per-Se in performing the Services (the "Billing System") is confidential and that Per-Se is the sole owner or licensee of the Billing System, all report formats and all reports generated by the Billing System that are produced for internal operational purposes and not generally made available to Client. Client agrees not to disclose and to cause its employees, agents and representatives not to disclose to anyone the terms of this Agreement, the Billing System, or any information it receives about the Billing System, Per-Se's business practices or other trade secrets or confidential information of Per-Se, except as legally required. Each party shall safeguard the confidentiality of the other party's information or data using the same standard of care which it uses for its similar confidential materials, but in no event less than reasonable care. Each party agrees that the other party does not have an adequate remedy at law to protect its rights under this Section and agrees that the non-defaulting party will have the right to seek injunctive relief from any violation or threatened violation of this Section.

6. **Exclusion From Federal Healthcare Programs.** Each party warrants that it is not currently listed by a Federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal health care program. Each party agrees that it will not employ, contract with, or otherwise use the services of any individual whom it knows or should have known, after reasonable inquiry, (a) has been convicted of a criminal offense related to health care (unless the individual has been reinstated to participation in Medicare and all other Federal health care programs after being excluded because of the conviction), or (b) is currently listed by a Federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal health care program and further agrees that it will immediately notify the other in the event that it, or any person in its employ, has been excluded, debarred, or has otherwise become ineligible for participation in any Federal health care program. Each party agrees to continue to make reasonable inquiry regarding the status of its employees and independent contractors on a regular basis by reviewing the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities.

7. **Compliance.**

7.1 Per-Se agrees to maintain a billing regulatory compliance program similar to the Office of Inspector General's Compliance Guidance for Third-Party Medical Billing Companies.

7.2 Per-Se agrees that it will comply with all requirements of the Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA") applicable to Per-Se.

7.3 Per-Se and Client agree to abide by the terms and conditions of the "Business Associate Agreement" attached hereto as Schedule 4.

7.4 Client agrees to monitor and to refrain from knowingly submitting false or inaccurate information, charges, documentation or records to Per-Se and to ensure that the documentation provided by Client to Per-Se supports the medical services provided by Client. Client acknowledges and agrees it has an obligation to report and correct any credible evidence of deficiencies on the part of Client.

7.5 Client acknowledges and agrees that Per-Se is not a collection agency. Client represents and warrants that any debt or account referred to Per-Se pursuant to this Agreement is not in default or delinquent or has not been written off as bad debt. If any accounts are found to be written off, in default or otherwise delinquent, Client agrees to immediately recall those accounts from Per-Se's responsibility under this Agreement.

8. Operating Procedures.

8.1 Client will be responsible for all matters related to Client's practice prior to the Commencement Date, including, but not limited to, Client's billings, collections, third party reimbursements, accounts receivable and refunds. Client agrees to provide or cause others to provide to Per-Se accurate and complete insurance and demographic information as required by Per-Se to perform the Services. In the event that Per-Se assigns the procedure and diagnostic codes, Client agrees to provide the necessary clinical information required by Per-Se to perform such coding as described on Schedule 1. In the event that Client is assigning the procedure and diagnostic codes, Client shall be responsible for the accuracy, legality and appropriateness of such codes. Per-Se agrees to perform the Services in accordance with industry practices in Client's specialty and geographic area and all material applicable laws, rules and regulations, including applicable third-party payer policies and procedures. Client acknowledges (i) that certain Services or obligations of Per-Se hereunder may be dependant on Client providing access to certain data, information, or assistance to Per-Se from time to time (collectively, "Cooperation"); and (ii) that such Cooperation may be essential to the performance of services by Per-Se. The parties agree that any delay or failure by Per-Se to provide Services hereunder which is caused by Client's failure to provide timely Cooperation reasonably requested by Per-Se shall not be deemed to be a breach of Per-Se's performance obligations under this Agreement. Client acknowledges that Per-Se has every incentive to perform the Services in a timely and proficient manner but that the timing and amount of collections generated by the Services are subject to numerous variables beyond the control of Per-Se, including, without limitation, (a) the inability of third parties or systems beyond the control of Per-Se to accurately process data, (b) the transmission to Per-Se of inaccurate, incomplete or duplicate data, (c) untimely reimbursements or payer bankruptcies, (d) late charge documentation submissions by Client, and/or (e) managed care contract disputes between payers and Client. Therefore, Per-Se makes no and specifically disclaims any warranties or representations pertaining to the timing and amount of collections generated by the Services. Client acknowledges and agrees that Client is solely responsible for refunding any overpayments and processing any unclaimed property payments. Client agrees to indemnify and hold Per-Se harmless from and against any losses (including fines or penalties and interest) incurred by Per-Se as a result of Client's failure to make such refunds and/or payments.

8.2 If Client and/or its employees or agents are provided or have access to the Billing System or other software provided by Per-Se by any means ("Software"), Client shall have a nonexclusive and nontransferable license to utilize that Software (i) only in the furtherance of its use of Per-Se's Services, and (ii) only by members of Client authorized to use the Software (each such user an "Authorized User"). Client agrees, and shall cause its employees, agents and representatives to agree, that it/they shall not: (a) transmit or share identification and/or password codes to persons other than the Authorized Users for whom such codes were generated; (b) permit Authorized Users to share identification and/or password codes with others; (c) permit the identification and/or password codes from being cached in proxy servers and accessed by individuals who are not Authorized Users; (d) permit access to the Software through a single identification and/or password code being made available to multiple users on a network; or (e) attempt or permit any person without valid identification and/or password codes to attempt to access the Software. Client agrees that (w) the Software embodies valuable and proprietary trade secrets of Per-Se and/or its licensors, (x) the identification and password codes issued by Per-Se hereunder constitute valuable confidential information, which is proprietary to Per-Se, (y) any reports, report formats, documents, ideas or other discoveries made or developed by Client during its use of the Software may be utilized by Client only to facilitate its use of the Services hereunder in accordance with the terms of this Agreement, only in accordance with user instructions and specifications provided by Per-Se and shall not be given or sold to or used on behalf of any third-party, and any reports, report formats, documents, ideas or other discoveries made or developed by Client during its use of the Software shall remain the sole and exclusive property of Per-Se, and (z) Client agrees, and will cause its employees, agents, subcontractors and representatives to agree, that it/they shall not copy, modify, change, disassemble, or reverse engineer any part or aspect of the Software. **PER-SE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.** Upon Client's ceasing use of the Software, the termination of this Agreement, or Per-Se's written request, Client shall cease use of all Per-Se provided Software and related materials and promptly return same to Per-Se at Client's expense, and confirm compliance in writing to Per-Se.

9. Audits.

9.1 During the term of this Agreement, Client will have the right to use internal members of Client ("Internal Auditors") for the purpose of performing audits that may be considered necessary by Client to determine the accuracy and correctness of the accounting and internal control performed and maintained by Per-Se. Per-Se will cooperate by furnishing such Internal Auditors with any and all information as is reasonably necessary to perform and complete all audit procedures determined to be necessary by such Internal Auditors. Client agrees that any such audit will be conducted at such times and in such a manner so as to avoid undue disruption of Per-Se's operations.

9.2 During the term of this Agreement, Client will have the right to engage, at its expense, independent, external, third-party auditors (the "Third-Party Auditors") for the purpose of performing audits that may be considered necessary by Client to determine the accuracy and correctness of the accounting and internal control performed and maintained by Per-Se. If Client engages Third-Party Auditors, who perform, or are associated with a group who performs, billing and accounts receivable management services substantially similar to any of the Services identified as "Reimbursement Management Services" on Schedule 1 to this Agreement, such Third-Party Auditors may not visit Per-Se's processing facility or audit the actual billing and collection process. Per-Se will cooperate by furnishing such Third-Party Auditors with information as is reasonably necessary to perform and complete all audit procedures. Prior to performing such audits, Client will cause the Third-Party Auditors to execute Per-Se's "Confidentiality/Non-Solicitation" Agreement. Client agrees that any such audit will be conducted at such times and in such a manner so as to avoid undue disruption of Per-Se's operations.

10. **Non-Employment.** During the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, each party agrees not to employ, contract with for services, solicit for employment on its own behalf or on behalf of any third party, or have ownership in any entity which employs or solicits for employment, any individual who (i) was an employee of the other or its parent, affiliates or subsidiaries at any time during the preceding twelve (12) months and (ii) was materially involved in the provision of the Services hereunder without the prior written consent of the other party. Notwithstanding the foregoing, upon any termination of this Agreement, Client may rehire any individual who was employed by Client on the Effective Date, and who was hired by Per-Se on or after such date. Each party agrees that the other party does not have an adequate remedy at law to protect its rights under this Section and agrees that the non-defaulting party will have the right to injunctive relief from any violation or threatened violation of this Section.

11. **Termination.** Notwithstanding the provisions of Section 2:

11.1 Either party may terminate this Agreement on thirty (30) days' prior written notice of termination to the other if the other party defaults on any of its obligations under this Agreement (other than Client's payment obligations) and such party has not begun to cure such default within fifteen (15) days, and materially cured such default within forty-five (45) days, after written notice of such default is delivered; or

11.2 To the extent permitted by applicable law, either party may terminate this Agreement on ninety (90) days' prior written notice of termination to the other if (a) a court having appropriate jurisdiction enters a decree or order for relief in respect of the other party in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or (b) the other party commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or

11.3 Per-Se may terminate this Agreement immediately if Client defaults on its payment obligations under Section 3 and Schedule 2 and such payment default is not cured within ten (10) days after Per-Se delivers written notice of such default to Client; or

11.4 If Per-Se contracts for the use of third-party software to be used in the provision of the Services, Client agrees to execute any additional nondisclosure or proprietary material documentation that may be reasonably required by Per-Se or any such third-party software licensor. If Client is unwilling to sign such additional documentation, Per-Se may terminate this Agreement on the tenth (10th) business day after presenting such documentation if Client fails to complete such documentation during such time; or

11.5 Client may terminate this Agreement immediately if Per-Se fails to cure any material breach of the "Business Associate Agreement" set forth on Schedule 4 to this Agreement within thirty (30) days of written notice from Client specifying the breach.

12. **Termination Procedures.** In the event this Agreement is terminated or expires, Client hereby requests, and Per-Se agrees, that Per-Se will return to Client, pursuant to the procedures set forth below, the materials which have been provided to or gathered by Per-Se for the provision of the Services hereunder. Client shall indicate by written notice no later than ten (10) business days prior to the expiration or termination of the Agreement its choice of either the option set forth in Section 12.1 or the option set forth in Section 12.2 as a means of transferring its accounts receivable from Per-Se to another provider of billing services (except as otherwise set forth in Section 12.3 below, in which case only the procedures set forth in Section 12.2 will apply).

12.1 Upon the effective date of termination/expiration, Per-Se shall cease to enter new patient and charge data into the Billing System on behalf of Client, but will (i) continue to perform the Services identified as "Reimbursement Management Services" on Schedule 1 to this Agreement, at the then-current rates hereunder, for a period of ninety (90) days with respect to all of Client's accounts receivable arising from charges rendered prior to the termination date (the "Workout Period"), (ii) thereafter discontinue processing such accounts receivable, (iii) deliver to Client, after full payment of all fees owed, a final list of accounts receivable and the materials

provided to or gathered by Per-Se for the provision of the Services, (iv) provide reasonable transitional services, as set forth on Schedule 3 to this Agreement, and (v) have no further obligations to Client. The parties agree that all applicable terms and conditions of this Agreement will be in full force and effect until the end of the Workout Period; or

12.2 (a) For Client's accounts receivable for which Per-Se receives a Monthly Fee based on a percentage of the Net Collections, on or before the effective date of termination/expiration, Client shall pay Per-Se a one-time fee for the Services provided by Per-Se during the immediately preceding months equal to the amount listed on Schedule 2 to this Agreement (the "Services Rendered Fee"). Upon the effective date of termination/expiration, Per-Se shall (i) be immediately relieved of the obligation to provide any further Services on behalf of Client, (ii) deliver to Client, after full payment of all fees owed, including but not limited to the Services Rendered Fee, a final list of accounts receivable and the materials provided to or gathered by Per-Se for the provision of the Services, (iii) provide reasonable transitional services, as set forth on Schedule 3 to this Agreement, and (iv) have no further obligations to Client. The Services Rendered Fee is in no way intended to limit the rights and remedies Per-Se may have against Client arising out of any breach of this Agreement; and/or

(b) For Client's accounts receivable for which Per-Se receives a Monthly Fee based on a set dollar amount, upon the effective date of termination/expiration, Per-Se shall (i) be immediately relieved of the obligation to provide any further Services on behalf of Client, (ii) deliver to Client, after full payment of all fees owed, a final list of accounts receivable and the materials provided to or gathered by Per-Se for the provision of the Services, (iii) provide reasonable transitional services, as set forth on Schedule 3 to this Agreement, and (iv) have no further obligations to Client; and

12.3 If (i) this Agreement is terminated by Per-Se pursuant to the terms set forth in Section 11.3, (ii) Client is not current in the payment of its invoices under the Agreement, or (iii) Client fails to make the above-required selection in the allotted time, only the procedures set forth in Section 12.2 will apply with regards to any termination/expiration transition.

13. Limitation of Liability; Indemnification.

13.1 Per-Se shall have no liability for the (a) inability of third parties or systems beyond the control of Per-Se to accurately process data, or (b) transmission to Per-Se of inaccurate, incomplete or duplicate data. In all other circumstances, it is expressly understood and agreed that each party's aggregate liability for all loss or damage incurred by the other party, arising from any cause whatsoever under this Agreement, to the extent that such loss or damage is caused by the other party, shall be limited to the sum of the Monthly Fees paid by Client to Per-Se during the Initial Term of this Agreement ("Limitation of Liability").

13.2 Notwithstanding the foregoing, the Limitation of Liability set forth above shall not apply to any civil monetary fine or penalty and interest (but not overpayments) assessed against either party by Medicare, Medicaid or other third-party health insurance provider arising out of the sole negligence or willful misconduct of the other party in the performance of its obligations hereunder. Overpayments received by Client are the sole responsibility of Client.

13.3 Neither party shall in any event be liable to the other for any indirect, special, incidental, consequential or similar losses or damages suffered by such party or any third party, even if such party has been advised of the possibility of such damages.

13.4 The limitations set forth above reflect a deliberate and bargained for allocation of risks between Per-Se and Client and constitute the basis of the parties' bargain, without which Per-Se and Client would not have agreed to the terms and conditions of this Agreement.

13.5 The parties recognize that Per-Se is an independent contractor. Per-Se agrees to assume liability for and indemnify, hold harmless, and defend the Client, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, to the extent that such liability and expense is due to the actions and/or inactions of Per-Se, 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 Per-Se, its officers, employees, agents, and representatives. Per-Se's liability hereunder shall include all attorney's fees and costs incurred by the Client in the enforcement of this indemnification provision. This includes claims made by the employees of Per-Se against the Client, and Per-Se 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. In addition, Per-Se agrees to assume liability for and indemnify, hold harmless and defend the Client, its mayor, commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, to the extent that such liability and expense is due to the actions and/or inactions of Per-Se, 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 Per-Se's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with Per-Se's licensing of any software, hardware, uploads or downloads delivered to the Client pursuant to this Agreement and/or arising out of the negligent or deliberate act or omission of Per-Se, 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 Client may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes ("Indemnification").

14. **Notice.** Any notice, payment, demand or communication required or permitted to be given by the provisions of this Agreement will be effective on the date of receipt if sent or delivered by certified/return receipt mail or by national overnight delivery service to PST Services, Inc., 5995 Windward Parkway, Alpharetta, Georgia 30005, Attention: Vice President and General Manager, if to Per-Se; and City of Fernandina Beach, Florida, 204 Ash Street, Fernandina Beach, Florida 32034, Attention: Billing Liaison, if to Client, or at such other address(es) or to the attention of such other persons as the parties may from time to time designate in writing by notice as set forth above.

15. **Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due in whole or in material part to any cause beyond its sole control, including but not limited to fire, accident, labor dispute or unrest, flood, riot, war, rebellion, insurrection, sabotage, terrorism, transportation delays, shortage of raw materials, energy or machinery, acts of God or of the civil or military authorities of a state or nation, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

16. **Waiver.** The failure of either party to enforce any term or condition of this Agreement shall not be construed as a waiver by such party of such term or condition, nor shall a waiver of any breach of a term or condition of this Agreement on any one occasion constitute a waiver of any subsequent breach of the same or similar term or condition.

17. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that each party hereby consents to any assignment to any successor of the other due to acquisition, merger, consolidation or reorganization, provided that any such assignment shall not alter the terms of the Agreement without the written consent of the non-assigning party; and each party further agrees to cause any successor of such party due to acquisition, merger, consolidation or reorganization to agree to the assignment of this Agreement to such successor, provided that any such assignment shall not alter the terms of the Agreement without the written consent of the non-assigning party.

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

19. **Miscellaneous.** This Agreement contains the entire agreement of the parties relative to the Services to be provided to Client and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement will be of any force or effect. This Agreement specifically supersedes any prior written or oral agreements, understandings, negotiations and proposals between the parties relating to the provision of the Services. The section headings used herein are for convenience only and shall not be used in the interpretation of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. This Agreement has been mutually negotiated by the parties and/or the parties' counsel and shall be interpreted in accordance with its terms without favor to either party. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, and their successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such person, firm or corporation being deemed a third party beneficiary of this Agreement. Any changes to this Agreement will be made by a written amendment to the Agreement and will not be effective until such amendment is signed in ink by authorized representatives of both parties. Per-Se and Client represent and warrant that they have the full power and authority to enter into this Agreement, that there are no restrictions or limitations on their ability to perform this Agreement, and that the person executing this Agreement has the full power and authority to do so.

CITY OF FERNANDINA BEACH, FLORIDA

PST SERVICES, INC.

By: Michael J. CzymberPrint Name: Michael J. CzymberTitle: City ManagerDate: 05/06/09

Tax ID#: _____

By: Doug HipperPrint Name: Doug HipperTitle: National VP, RMSDate: 4.29.09ATTEST: Mary L. Mercer

By: _____

Printed Name: Mary L. MercerTitle: City ClerkDate: 05/06/09

APPROVED AS TO FORM: _____

CITY ATTORNEY

SCHEDULE 1

SCOPE OF SERVICES

I. Per-Se Reimbursement Management Services:

- (a) Enter demographic information and coding information onto the Per-Se Billing System.
- (b) Handle all accounts in accordance with standard accounting principles and all applicable laws.
- (c) Bill managed care accounts in accordance with the terms of Client's executed contracts. If no contract exists, bill such accounts in accordance with the rules of the state in which care was provided or, if no state rules apply, in accordance with Per-Se's normal business procedures.
- (d) Provide electronic transfer of demographic data from Client.
- (e) Provide ICD-9 code for each patient chart, on the basis of the information provided by Client. If Per-Se identifies any issues with the HCPCS Level II regulatory modifiers provided by Client, Per-Se will advise Client so that Client may initiate corrective action. Notwithstanding the foregoing, Client acknowledges and agrees that Per-Se is not responsible for (i) identifying errors in Client's HCPCS Level II regulatory modifiers, or (ii) the accuracy of the HCPCS Level II regulatory modifiers provided by Client.
- (f) Provide electronic filing with Medicare, Medicaid and Blue Shield, and other third-party payers, where applicable.
- (g) Provide electronic filing with all major insurance carriers through the Per-Se Exchange or other claims clearinghouse, where applicable.
- (h) Provide electronic remittance from Medicare and all other carriers, where applicable.
- (i) Mail patient statements and notices.
- (j) Provide a toll-free "800" phone number to answer phone inquiries concerning patient account information.
- (k) Respond to inquiries received by mail from patients and/or third-party payers.
- (l) Receive all payment and reimbursement notices from Client and post payments to the appropriate patient account.
- (m) Provide statements in Client's name.
- (n) File primary, secondary and tertiary insurance for patients and resubmit rejections and no action accounts.
- (o) Back-up data off Billing System every night and store back-up tapes off-site.
- (p) Adapt to all government and third-party payer policy changes.
- (q) Provide monthly management reporting to include:
 - total credits for the month
 - charge and payment analysis total and by pay class
 - location productivity profile and summary
 - aging payment report
 - general accounts receivable summary
 - Ad-hoc reports, containing information applicable to Client's practice only (such ad-hoc reports may be subject to an additional fee).
- (r) Follow up on delinquent insurance accounts.
- (s) Maintain Billing System with Billing System generated operational reports.
- (t) If Client requests Per-Se to forward its unpaid billings to a collection agency or law firm ("Collection Agent"), Per-Se will transmit the information required by the Collection Agent chosen by Client either by hard copy or electronically, in a mutually acceptable format, as requested by such Collection Agent, pursuant to instructions provided to Per-Se by Client.
- (u) Notify Client in writing of the monthly refund amount owed by Client for the previous month.
- (v) Provide on-site training at Client location (schedule and frequency to be mutually agreed upon).
- (w) Provide fee schedule consultation, evaluation and development.

II. Client Responsibilities:

- (a) Work with Per-Se to develop efficient processes which minimize disruption of Client's business;
- (b) On a timely basis and in a mutually acceptable format, provide the information necessary for Per-Se to perform the Services in an efficient manner. Such information should include:
 - (1) patient's name, sex, date of birth, status (single, married, other)
 - (2) responsible party's name, address, telephone number, employer
 - (3) insured's name (if different from patient), sex, date of birth, address, relationship to patient, insured's employer (if group policy), insured's employer's address
 - (4) name of insurance company, address, policy certificate number, group policy number
 - (5) all applicable charge documents, to include level of service provided (bls, als1, als2, sct, etc), and the EMS transport mileage.
 - (6) copy of release of information and insurance assignment of benefits, upon request by Per-Se
 - (7) HMO/PPO authorization numbers approvals (if applicable)
 - (8) date of service, chief complaint, medical history and exam, treatment, final diagnosis and EMS notes, medications given
 - (9) HCPCS Level II regulatory modifiers.
- (c) Furnish and/or cause to be transmitted and mailed to Per-Se, no less than every other business day and within three business days of service, the EMS charge ticket for each patient for whom Per-Se provides the Services.
- (d) Work with Per-Se to establish electronic transmission of patients' demographic and financial information.

- (d) Provide access to one (1) or more members of Client's staff to answer questions regarding claims.
- (e) Notify Per-Se of patients who qualify for free or reduced charge services due to financial hardship.
- (f) Forward copies of workers' compensation correspondence and notification of compensable injury forms.
- (g) Provide Per-Se with Client's fee schedule for entry onto Per-Se's Computer System prior to the Commencement Date of this Agreement. Per-Se will continue to update such fee schedule upon written notification to Per-Se of any change to such fee schedule by Client.
- (h) Facilitate Hospital's report distribution of unallocated and/or unidentified funds or receipts, if applicable.
- (i) Provide Per-Se with copies of contracted agreements with managed care plans, including the negotiated fee schedules. (If applicable)
- (j) If Client requests Per-Se to forward its unpaid billings to a Collection Agent, Client shall: (1) provide Per-Se with written notice of the name and address of the Collection Agent chosen by Client (any contract and/or Business Associate Agreement for the provision of collection services for Client's unpaid billings shall be between Client and the Collection Agent chosen by Client); (2) provide Per-Se with written instructions on which unpaid billings shall be forwarded to such Collection Agent; and (3) if applicable, provide Per-Se with written authorization to execute documents presented to Per-Se and considered necessary for the collection of Client's unpaid billings by such Collection Agent on Client's behalf in accordance with the written instructions of Client. Client acknowledges and agrees that Client is solely responsible for the unpaid billings, once such unpaid billings are placed with such Collection Agent, and further agrees to hold Per-Se harmless from and against any damages incurred by Per-Se as a result of the placement of such unpaid billings with such Collection Agent.
- (k) Process refund payments due by Client to individual patients and/or carriers within thirty (30) days of Client's receipt of written notification of such refunds from Per-Se.
- (l) If Client contracts with a physician not under the employ of Client to provide services for Client, and such physician cannot reassign its benefits to Client, Client will notify Per-Se prior to such physician beginning to provide services for Client. If Per-Se is to provide the Services for such physician, Client agrees that such physician must enter into an agreement for the performance of the Services with Per-Se with respect to such physician's accounts receivable.
- (m) Prepare and release Client's annual unclaimed property return.
- (n) Cause all payment and reimbursement notices for Client to be sent to Per-Se on a weekly basis so that Per-Se may timely post payments to the appropriate patient account, until the end of the Workout Period, if applicable.
- (o) Provide physician enrollment (and re-enrollment) for third-party payer contracts.

SCHEDULE 2

SERVICE FEES

A. Beginning as of the Commencement Date, Client agrees to pay Per-Se the Monthly Fee, billable on the first (1st) day of each month, as set forth below:

- (i) an amount equal to seven percent (7.0%) of the Net Collections made by or through Per-Se on Client's accounts receivable, except for Client's Florida Medicaid and Medicaid Managed Care accounts receivable, during the previous month; and
- (ii) an amount equal to ten dollars (\$10.00) per Medicaid account, regardless of the amount of the charges associated with any such account and the amount of reimbursement, if any, to Client with respect to those of Client's charges for which reimbursement from the Florida Medicaid program or any third-party administrator for the Florida Medicaid program is sought by Per-Se on Client's behalf; and

if requested by Client, an amount equal to one dollar (\$1.00) per HIPAA notice mailed to patients during the previous month.

Net Collections means the total sum of all monies collected by or through Per-Se for all clinical services rendered by Client, less amounts refunded or credited to a patient or third party payer as a result of overpayments, erroneous payments or bad checks. When unpaid billings are referred to a Collection Agent, the amount of Net Collections will include the net amount received by Client through the efforts of the Collection Agent after deducting the Collection Agent fee. Client acknowledges that, although Per-Se may facilitate Client's relationship with the Collection Agent, the selection of the Collection Agent to handle Client's accounts is the responsibility of Client, the contract with the Collection Agent chosen by Client shall be between the Collection Agent and Client, and Client agrees to pay directly any Collection Agent commissions and/or fees and costs.

B. Client represents that it is not requesting Per-Se to bill globally and/or for the technical component, including supplies, and/or for purchased services and instructs Per-Se to bill only for the professional component of Client's accounts receivable.

C. Invoicing, Payment and Fee Change. Beginning as of the Commencement Date, Client agrees to pay the Monthly Fee and all other charges set forth in the Agreement in accordance with the Florida Prompt Payment Act. Late payments by Client will result in a late payment charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum monthly rate allowed by applicable law. Client agrees to reimburse Per-Se for all costs and expenses, including reasonable attorneys' fees, incurred by Per-Se in enforcing collection of any monies due to it under this Agreement. In addition to the foregoing and without waiver of its rights under Section 11.3 of the Agreement, Per-Se may suspend the performance of the Services hereunder during any period in which invoices are past due without incurring any liability to Client.

Either party may request a change in the Monthly Fee in the event of a material change in legislation, Client's business or other market conditions which results in a material change in either the cost associated with Per-Se's provision of the Services or Per-Se's anticipated revenues under this Agreement. Per-Se may request a change in the Monthly Fee in the event (i) Client fails to disclose to Per-Se, at or prior to the time this Agreement is executed, information relating to Client's practice, which information, if disclosed, would have led Per-Se to propose a higher Monthly Fee or (ii) any of the information provided by Client to Per-Se upon which the practice assumptions set forth below are based is or becomes inaccurate. In the event either party requests a change in the Monthly Fee, the requesting party will provide the non-requesting party with ninety (90) days' prior written notice (the "Notice Period") of the requested change (the "Notice") and such fee change will be effective at the end of the Notice Period. If the non-requesting party provides the requesting party written notice during any such Notice Period that any such fee change request is unacceptable to the non-requesting party, the Agreement will terminate at the end of the Notice Period and the Monthly Fee in place at that time will remain in effect until the end of the Workout Period, if any.

D. Practice Assumptions: The following assumptions are based on information Client has provided to Per-Se. Based on these assumptions, Per-Se has derived the schedule of Monthly Fees set forth above.

1.	Average gross charges per month:	\$41,400.00
2.	Average Net Collections per month:	\$24,480.00
3.	Average number of procedures per month:	184
4.	Average number of transports per month:	92.

E. Additional Fees:

1. Services Rendered Fee: In the event of termination or expiration of this Agreement, and the option set forth in Section 12.2 is the procedure for transferring Client's accounts receivable to another entity pursuant to such termination, for Client's accounts receivable for which Client pays Per-Se a Monthly Fee based on a percentage of the Net Collections, the Services Rendered Fee shall be equal to one and one-half (1.5) times the average monthly invoice for the six (6) months immediately preceding the effective date of such termination. No Services Rendered Fee shall apply for Client's accounts receivable for which Client pays Per-Se a Monthly Fee based on a set dollar amount per transaction.

SCHEDULE 3
TRANSITION SPECIFICS

Upon termination/expiration of this Agreement for any reason, Per-Se agrees to provide the following assistance to Client or Client's designated agent:

FORMAT

- ASCII Format with fixed length data elements

MEDIA

- Direct electronic transfer or CD

FILE LAYOUT

- A hard copy of file specifications will be provided detailing individual field lengths and appropriate description of data.

FILE CODES - Include printed lists of file codes for the following fields, if applicable:

- Insurance company codes
- Procedure codes
- Diagnosis codes
- Referral physician codes
- Place of service codes
- Type of service codes
- Payment, adjustment and transfer codes
- Pay class codes
- Bill type codes
- Patient type codes
- Employer codes
- Marital status codes
- Relationship codes
- Location codes
- Physician codes

DIALOGUE

- Programming contact to review files and to answer general questions

TESTING

A sample CD with 100 patients to include:

- Demographics
- Insurance
- Charges
- Payments
- Adjustments

FINAL CD - A final CD with all patient accounts remaining on the Billing System to include:

- Demographics
- Insurance
- Charges
- Payments
- Adjustments

SCHEDULE 4BUSINESS ASSOCIATE AGREEMENT

Per-Se will receive from Client protected health information ("PHI"), including electronic PHI ("ePHI"), as defined in the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (respectively hereinafter referred to as either the "HIPAA Privacy Rule" or the "HIPAA Security Rule") to perform certain practice management services ("Services") for Client under the terms of a services agreement with such Client (the "Agreement"). Therefore, the parties agree to the terms and conditions of this Business Associate Agreement (the "Business Associate Agreement") as follows:

A. PHI shall be safeguarded as follows:

(a) **Disclosure.** Per-Se will not use and/or disclose PHI except (1) as necessary to provide the Services described in the Agreement; (2) as otherwise permitted or required by this Business Associate Agreement or as required by law; (3) for the proper management and administration of its business; and (4) to perform data aggregation and/or statistical compilations or reports, research, and for other purposes (the "Uses") so long as such Uses are in compliance with all applicable laws and patient identifying information is de-identified consistent with the HIPAA Privacy Rule and such Uses shall be the sole and exclusive property of Per-Se.

(b) **Safeguards.** Per-Se agrees to implement appropriate safeguards to prevent the use or disclosure of PHI, except as required to perform the Services, or as otherwise required by the Business Associate Agreement or as required by law. Also, Per-Se will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI created, received, maintained, or transmitted on behalf of Client.

(c) **Reporting.** Per-Se will report to Client any use or disclosure of PHI of which it becomes aware that is not provided for in the Business Associate Agreement or that is in violation of the HIPAA Privacy Rule and any applicable laws, rules or regulations, by Per-Se, its directors, officers, employees, contractors or agents. In addition, Per-Se will report to Client any Security Incident of which it becomes aware. For purposes of this Business Associate Agreement, the term "Security Incident" shall mean the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an electronic information system storing or transmitting ePHI that is maintained by Per-Se.

(d) **Agents.** Per-Se will require its agents, including subcontractors, to whom Per-Se provides PHI pursuant to the Agreement, to agree to the same restrictions and conditions of this Business Associate Agreement concerning PHI, to implement reasonable and appropriate safeguards to protect ePHI, and to report to Client any Security Incident of which it becomes aware.

(e) **Access.** If applicable, upon Client's written request and within a reasonable time, Per-Se will provide Client access to PHI in a Designated Record Set. If an individual requests access to his/her PHI directly from Per-Se, Per-Se will forward such request to Client, and Client will instruct Per-Se in writing to disclose the PHI to the individual to meet the requirements under 45 CFR § 164.524. Any disclosure of, or decision not to disclose, the PHI will be the sole responsibility of Client.

(f) **Amendment.** If applicable, upon Client's written request and within a reasonable time, Per-Se will make PHI in a Designated Record Set relating to a patient available to Client for amendment and incorporate any amendments or corrections to PHI pursuant to 45 CFR § 164.526.

(g) **Accounting.** Upon Client's written request and within a reasonable time, if Client requests an accounting of disclosures of PHI regarding an individual made during the six (6) years prior to such request, but shall not include any disclosures that were made prior to the final compliance date of the Privacy Standards, Per-Se will make available to Client such information in Per-Se's possession at that time to make the accounting required by 45 CFR § 164.528, and Per-Se agrees to implement an appropriate record-keeping process to comply with the accounting and documentation of disclosure requirements under 45 CFR § 164.528.

(h) **Audit of Internal Practices.** Per-Se agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Per-Se on behalf of Client available to the Secretary of the Department of Health and Human Services to determine Client's compliance with the HIPAA Privacy Rule.

(i) **Termination.** If Per-Se fails to cure any material breach of this Business Associate Agreement, within thirty (30) days of receipt of written notice from Client specifying default by Per-Se, Client may terminate this Business Associate Agreement and the Agreement immediately. Upon termination of this Business Associate Agreement and the Agreement for any reason, if feasible, all PHI still maintained by Per-Se shall be returned to Client or destroyed by Per-Se. If return or destruction of PHI is not feasible, the protections of this Business Associate Agreement shall extend to any PHI retained by Per-Se, and Per-Se agrees to limit further uses and disclosures of such PHI to purposes and activities, such as financial or legal auditing or reporting, where Per-Se has a need or duty to use or disclose the PHI, and for other purposes and activities, such as maintenance or use of systems or databases.

B. **Client Obligations.** Client agrees to obtain any consent or authorization that may be required by the HIPAA Privacy Rule or any other applicable law and/or regulation prior to furnishing Per-Se with PHI. Client also agrees to inform Per-Se of any PHI that is subject to any arrangements permitted or required of Client under the HIPAA Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by Per-Se under this Business Associate Agreement, including, but not limited to, restrictions on the use

and/or disclosure of PHI as provided for in 45 CFR § 164.522 and agreed to by Client. Client shall not request Per-Se to make any use or disclosure of PHI that would not be permitted under the HIPAA Privacy Rule if made by Client directly.

C. **No Third Party Beneficiaries.** Nothing expressed or implied in this Business Associate Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, and their successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such person, firm or corporation being deemed a third party beneficiary of this Agreement.

D. The terms of the HIPAA Privacy Rule, the HIPAA Security Rule and all terms of this Business Associate Agreement (including all amendments) pertaining to the use and disclosure of PHI and ePHI shall be effective as of the compliance date(s) of the HIPAA Privacy Rule and the HIPAA Security Rule. If there are revisions to either the HIPAA Privacy Rule or the HIPAA Security Rule, the parties agree to negotiate in good faith to incorporate such revisions in this Business Associate Agreement.

E. In the event of inconsistency between the provisions of this Business Associate Agreement and mandatory provisions of either the HIPAA Privacy Rule or the HIPAA Security Rule, as amended, or their interpretation by any court or regulatory agency with authority over either party hereto, the HIPAA Privacy Rule or the HIPAA Security Rule, as interpreted by such court or agency, shall control. Where the provisions of this Business Associate Agreement are different from those mandated in either the HIPAA Privacy Rule or the HIPAA Security Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this Business Associate Agreement shall control.

RESOLUTION 2009-79

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDED BID #09-03 TO MCKESSON EMPOWERING HEALTHCARE FOR THE AMBULANCE/EMS BILLING; AUTHORIZING AN AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's ambulance/EMS billing services have been handled by Nassau County Clerk of Courts for the past eleven (11) years and for the past four (4) months by Advanced Data Processing, Inc. (ADPI) for City Ambulance/EMS billing services; and

WHEREAS, on June 4, 2009 the temporary contract with Advanced Data Processing, Inc. for Ambulance/ EMS billing services will end; and

WHEREAS, the City solicited bids for the Ambulance/EMS Billing Services and six (6) bids were received and opened on March 20, 2009; and

WHEREAS, the lowest bidder was McKesson Empowering Healthcare and they are proposing a Vendor Fee of 7% per claim, Medicaid Flat Fee of \$10.00 per claim, and HIPAA notice of \$1.00 each; and

WHEREAS, because the ambulance revenue is recorded as net, after fees, the expenditures budget is not impacted; and

WHEREAS, after reviewing the proposed bids, staff recommends the Award of Bid to McKesson Empowering Healthcare to continue the billing for the City's Ambulance/EMS billing.

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

SECTION 1. The City Commission hereby awards Bid #09-03 to McKesson Empowering Healthcare, attached hereto as Exhibit "A", for the City's Ambulance/EMS Billing services a period not to exceed two (2) years.

SECTION 2. The City Commission hereby authorizes the Practice Management Services Agreement, and City reserves the right to extend the agreement for three (3) additional one (1) year terms providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

SECTION 3. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the agreement upon review and approval of the City Attorney.

SECTION 4. This Resolution shall take effect immediately upon adoption.

ADOPTED this 5th day of May, 2009.

ATTEST:


Mary L. Mercer
City Clerk

CITY OF FERNANDINA BEACH


Bruce Malcolm
Mayor - Commissioner

APPROVED AS TO FORM:


Tammi E. Bach
City Attorney

Kim Briley

From: Carol Cibel
Sent: Thursday, March 20, 2014 8:28 AM
To: Kim Briley
Subject: McKesson's Contact & Mailing Address

Hi Kim,

Please mail the approved agreement to Mauricio and he will take care of everything.

Mauricio Chavez
McKesson Business Performance Services
Operations
7955 NW 12th Street, Suite 100 Doral, FL 33126
☎Phone: (305) 229-4302
☎Cell: (305) 970-2780
☎Fax: (305) 229-4322
✉E-mail: mauricio.chavez@mckesson.com

Thanks,

Carol Cibel
Administrative Coordinator
Fernandina Beach Fire Department
225 South 14th Street
Fernandina Beach, FL 32034
(904) 277-7331, Extension 3153
ccibel@fbfl.org

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.



City of Fernandina Beach

OFFICE OF THE CITY CLERK

March 20, 2014

Mr. Mauricio Chavez
McKesson Business Performance Services, Operations
7955 NW 12th Street, Suite 100
Doral, Florida 33126

RE: Amendment No. 1 – Agreement Extension

Dear Mr. Halley,

The Fernandina Beach City Commission at their Regular Meeting on March 18, 2014, approved Resolution 2014-37 approving Amendment No. 1 to Practice Management Services Agreement. Enclosed are two (2) originals of the Agreement for execution. Once they have been executed, retain one (1) original for your files and return the other one to our office. Also attached is a copy of Resolution 2014-37 for your files.

If you have any questions, please let us know.

Sincerely,
City of Fernandina Beach

Caroline Best
Caroline Best
City Clerk



Your Health Is The Bottom Line

5995 Windward Parkway
Alpharetta, GA 30005
404.338.6000 Tel
404.338.6101 Fax

April 18, 2014

Carol Cibel
Administrative Specialist
City of Fernandina
225 S. 14th Street
Fernandina, FL 32034

Dear Ms. Cibel:

Enclosed please find a fully executed copy of *Amendment I to your May 9, 2009 Practice Management Services Agreement*, for your records.

Thank you for the confidence you have placed in Per-Se. We value your patronage and look forward to a long and mutually rewarding relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher W. Robertson". The signature is fluid and cursive, with the first name "Christopher" being more legible than the last name "Robertson".

Christopher W. Robertson
Senior VP, Operations
Business Performance Services

Enclosure

cc: Jimmy Stuart
Glenn Goodpaster
Mauricio Chavez
Jennifer Stafford
Meghan Creecy

C: (Cowl)

RECEIVED

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014- 37
Agreement Extension - Per-Se Technologies (PST - a McKesson Company)

DEPARTMENT: Fire Department

ATTACHMENTS: Ordinance X Resolution
 Support Documents Other

RECOMMENDED ACTION: Approve Resolution 2014- 37

SUMMARY: On May 5, 2009, the City completed the competitive bid process for medical billing services. The City awarded the contract and entered into a two (2) year agreement with three (3) one (1) year extensions with McKesson Empowering Healthcare (now PST – a McKesson Company) for medical claims billing and related account services. This agreement will expire May 30, 2014.

Staff feels this is a unique situation and should receive sole source consideration. Per-Se Technologies has provided excellent service to the City in customer service, billing, and collections. The current vendor fee with Per-Se Technologies is 7% per claim, Medicaid Flat Fee of \$10.00 per claim, and HIPAA notice of \$1.00 per claim. Per-Se Technologies has agreed to continue providing these services, holding their fees at the current rates. By changing vendors for medical claims billing, new bids would have to be solicited, received, reviewed, and compared. Once the vendor is selected, it would take up to six (6) months to convert over to the new vendor.

The Fire Department requests the City Commission approve the extended five (5) year agreement with Per-Se Technologies for medical claims billing and related account receivable services beginning June 1, 2014. The City reserves the right to extend the agreement for additional one (1) year terms providing all terms, conditions, and specifications remain the same.

FISCAL IMPACT: Funding is allocated in the Fire Ambulance Billing/Collection Fees account # 001-2200-522.4900.

CITY ATTORNEY COMMENTS: No additional comments

DEPARTMENT HEAD	Submitted: Jason Higginbotham Fire Chief <i>JGH</i>	Date: 02/26/14
	Requested Agenda	Date: 03/18/14
FINANCE DEPARTMENT	Approved as to Budget Requirements <i>PHC</i>	Date: 3/7/14
CITY ATTORNEY	Approved as to Form and Legality <i>TEB</i>	Date: 3/3/14
CITY MANAGER	Approved Agenda Item for 03/18/14 <i>Jeff</i>	Date: 02/26/14

COMMISSION ACTION: ☒ Approved As Recommended ☐ Disapproved
☐ Approved With Modification ☐ Postponed to time certain
☐ Other ☐ Tabled

Approved at the City Commission
Regular Meeting
Held on 3/18/14
Voted: 5-0 Initial: JB

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2019-42
Grant Agreement - St. Johns River Water Management District (SJRWMD)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-42

SYNOPSIS: The St. John River Water Management District (SJRWMD) has awarded the City the sum of \$412,945 in a cost-share agreement that requires the City to provide \$0.00 to construct improvements to the Area 1 drainage system around North 15th Street.

FISCAL IMPACT: This grant project has been budgeted in the Stormwater SJRWMD Grant account, 470 33700, and the Storm Water Management Improvements account, 470 56300, for FY 2018/2019, and included in the Five-Year Capital Improvement Plan.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-42.

Lorelei Jacobs, Grants Administrator	02/19/2019
Nicole Bednar, Administrative Services Manager	02/19/2019
Dale Martin, City Manager	02/20/2019
Pauline Testagrose, Comptroller	02/20/2019
Tammi E. Bach, City Attorney	02/22/2019
Katie Newton, Legal Assistant	02/25/2019

A handwritten signature in blue ink, reading "Andre Desilet", is positioned above the "Submitted By" line.

Date: February 12, 2019

Submitted By: Andre Desilet, Stormwater Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING A COST-SHARE AGREEMENT WITH ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) TO ACCEPT \$412,945 TO UPGRADE EXISTING DRAINAGE IN AREA 1 (NORTH 15TH STREET AREA); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the SJRWMD has awarded the City the sum of \$412,945 in a cost-share agreement that requires the City to provide \$0.00 to construct improvements to the Area 1 drainage system around North 15th Street; and

WHEREAS, this grant project has been budgeted in the Stormwater SJRWMD Grant account, 470 33700, and the Stormwater Management Improvements account, 470 56300, in FY 2018/2019 and is included in the Five-Year Capital Improvement Plan.

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

SECTION 1. The City Commission hereby authorizes the City to enter into a cost-share agreement with SJRWMD, attached hereto as Exhibit "A", to accept an award of \$412,945 for the construction improvements to the Area 1 drainage system.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to the Cost-Share Agreement, if awarded, upon review and approval by the City Attorney.

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

ADOPTED this 5th day of March, 2019.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammie E. Bach
City Attorney

Resolution 2019-42
Exhibit "A"

COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF FERNANDINA BEACH

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF FERNANDINA BEACH ("Recipient"), 204 Ash Street, Fernandina Beach, Florida 32034. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District's Rural Economic Development Initiative (REDI) Community and Innovative cost-share funding program for fiscal Year 2018-2019 (FY19) is designed to fund the construction of projects or innovative pilot projects that benefit the District core missions. Its goals may contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus. Furthermore, projects for REDI communities may maintain and enhance existing water supply and wastewater systems.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its December 2018 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Fernandina Beach Area 1 Drainage Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2019 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before October 1, 2019. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction project, or the conservation project, which is eligible for District reimbursement does not begin before December 31, 2019, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING**

- (a) For satisfactory completion of the Project, the District shall pay Recipient 100% of the total construction cost of the Project, but in no event shall the District cost-share exceed \$412,945. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Work performed or expenses incurred after the Completion Date are not eligible for Cost-Share reimbursement.

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpaysjrwm@gmail.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$412,945, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Carol G. Brown, P.E., Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571
Phone: 386-329-4816
Email: cgbrown@sjrwmd.com

RECIPIENT

Andre L. Desilet, P.E., Project Manager
City of Fernandina Beach
1180 S. 5th Street
Fernandina Beach, Florida 32034
Phone: 904-310-3431
Email: adesilet@fbfl.org

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI

may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Analyst within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
14. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**
 - (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
 - (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
20. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF FERNANDINA BEACH

By: _____
Ann B. Shortelle, Ph.D., Executive Director (or designee)

By: _____

Typed Name and Title

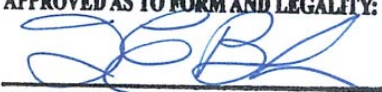
Date: _____

Date: _____

Attest: _____

Typed Name and Title

Attachments:
Attachment A — Statement of Work
Attachment B — Project Progress Report Form
Attachment C — District Supplemental Instructions Form

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

ATTACHMENT A - STATEMENT OF WORK FERNANDINA BEACH AREA 1 DRAINAGE PROJECT

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Rural Economic Development Initiative (REDI) Community and Innovative cost share funding program in Fiscal Year (FY) 2018-2019 to fund the construction of projects or innovative pilot projects that benefit the District core missions. On December 11, 2018, the District's Governing Board approved funding for REDI Community/Innovative projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Fernandina Beach (Recipient) requested funding for their Area 1 Drainage Project (Project) for the not to exceed amount of \$412,945 towards the estimated construction cost of \$412,945. This request was approved by the Governing Board. The Recipient is located in Nassau County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to upgrade the existing drainage system in the North 15th Street Area.

III. SCOPE OF WORK

The Project includes the creation of a wet detention pond within the unimproved North 15th Place right-of-way. Inlets on Oak Marsh Drive will be provided with Suntree inlet skimmers to reduce sediment and nutrients. The proposed pond will be equipped with an upflow filter on the drawdown orifice and a floating wetlands system to increase nutrient absorption and improve water quality.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include:
 - Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project construction photos; quarterly reports shall also be emailed to the District's Budget Analyst at hnbarber@sjrwmd.com.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is December 31, 2019. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Upgrade the existing drainage system in the North 15 th Street Area	4/1/19	12/31/19

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 100% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$412,945. It is anticipated that the FY breakdown will be \$312,945 for FY2018-19 and \$100,000 for FY2019-20.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning December 11, 2018.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst at hnbarker@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by City of Fernandina Beach detailing the Project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement (all dollar amounts are approximate and may be reallocated between the two FYs).

FY18-19 (10/1/2018 – 9/30/2019)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Upgrade the existing drainage system in the North 15 th Street Area	\$312,945	\$312,945

FY19-20 (10/1/2019 – Expiration of Contract)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Upgrade the existing drainage system in the North 15 th Street Area	\$100,000	\$100,000

**ATTACHMENT B
PROJECT PROGRESS REPORT**

**St. Johns River Water Management District
Project Progress Report**

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	Fernandina Beach Area 1 Drainage Project		
Recipient:	City of Fernandina Beach		
SJRWMD Contract Number:	34101	SJRWMD Project Manager:	Carol G. Brown, P.E.
		Recipient's Project Manager:	Andre L. Desilet, P.E.

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-Share Budget

Total Cost-Share Budget:		Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:		Percent Cost-Share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues and solutions. Explain in detail.

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Andre L. Desilet, P.E., Project Manager
City of Fernandina Beach
1180 S. 5th Street
Fernandina Beach, FL 32034

FROM: Carol G. Brown, P.E., Project Manager

CONTRACT NUMBER: 34101

CONTRACT TITLE: Fernandina Beach Area 1 Drainage Project

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. RECIPIENT'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Recipient's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Recipient agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Carol G. Brown, P.E., District Project Manager

Acknowledged: _____ Date: _____
Carol Taylor Miller, CPPO, District Senior Procurement Specialist

c: Contract file
Financial Services



PROJECT LOCATION

LEGEND

 PROJECT BOUNDARY

 EXISTING CONDITION
HYDROLOGIC MODEL
FLOOD AREA

 POST-CONSTRUCTION
HYDROLOGIC MODEL
FLOOD AREA

PROJECT AREA 1
EXISTING AND PROPOSED HYDROLOGIC MODEL FLOOD CONDITIONS
CITY OF FERNANDINA BEACH, FLORIDA

SCALE:	1 in = 60 ft
DATE:	12/14/2016
PROJECT NO.:	B160572.00
FIGURE NO.:	4.1

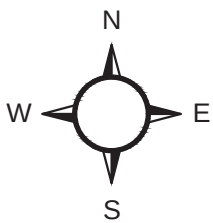
**PROJECT AREA 1 PROPOSED IMPROVEMENTS
CITY OF FERNANDINA BEACH, FLORIDA**



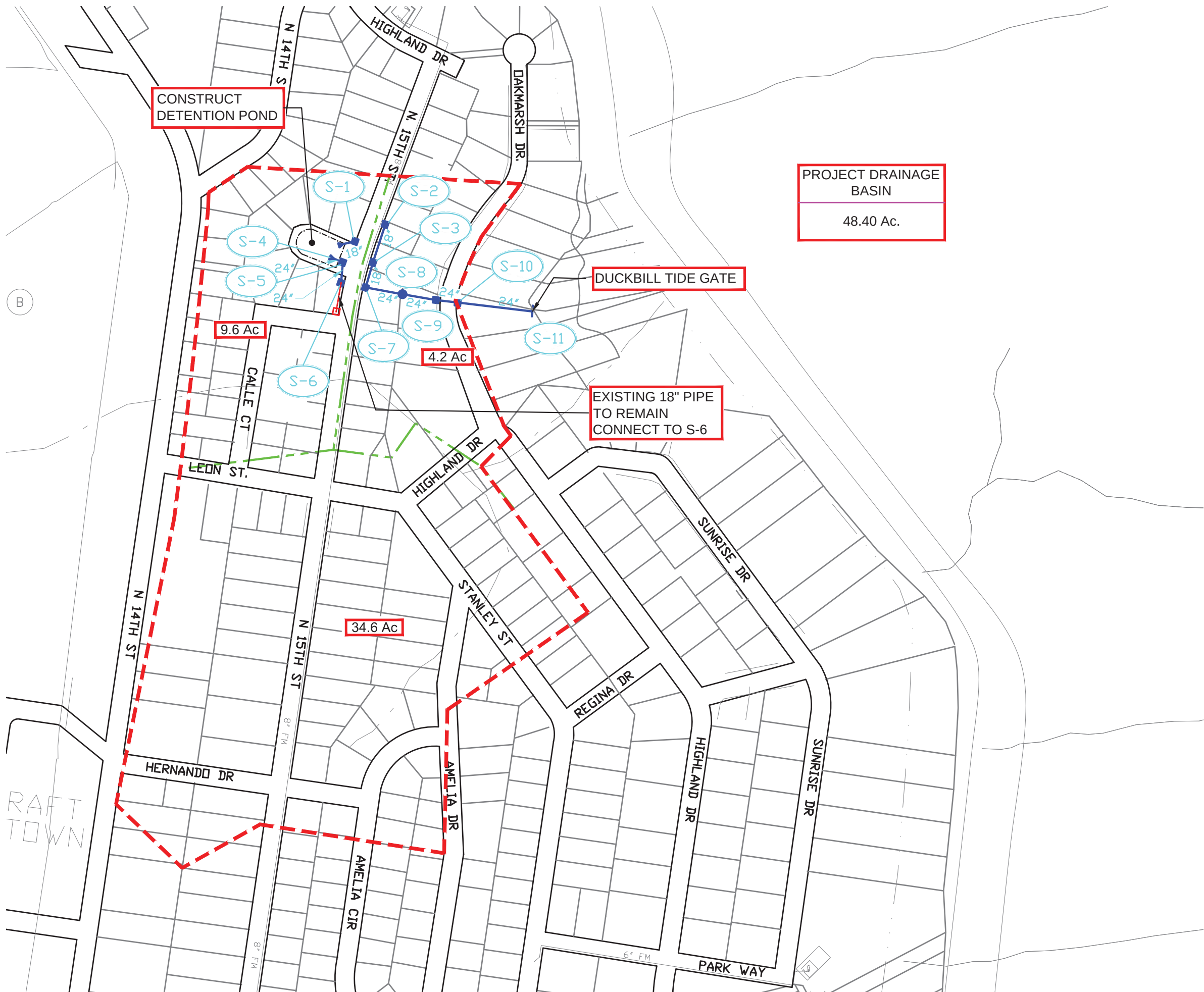
PROJECT LOCATION

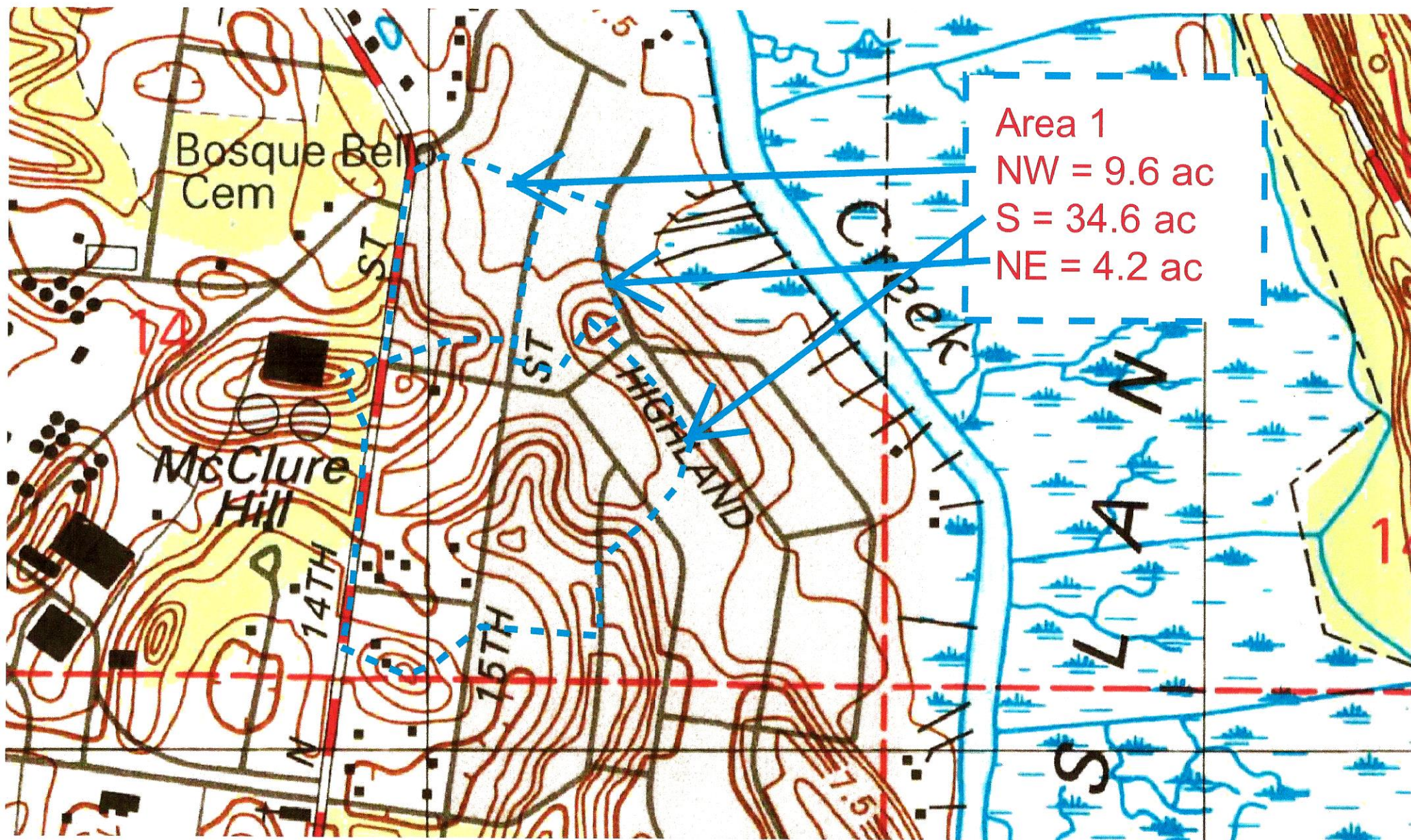
LEGEND

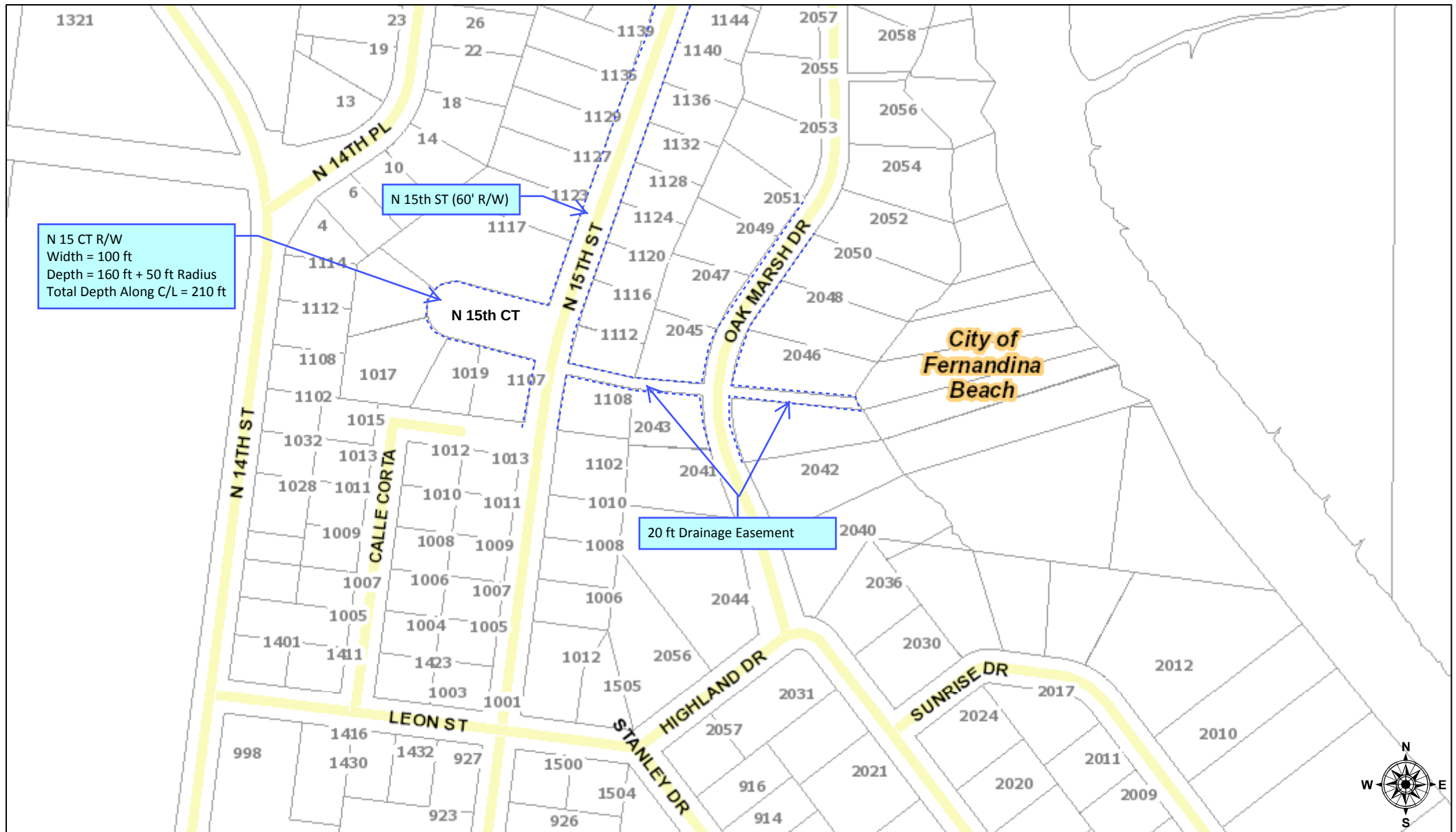
- PROJECT BOUNDARY
- SUB-BASINS
- NEW PIPE
- NEW STRUCTURES



SCALE:	1 Inch = 300 feet
DATE:	FINAL - 12/20/16
PROJECT NO.:	B160572
FIGURE NO.:	3.1







August 9, 2016

Municipal Boundary

City of Fernandina Beach

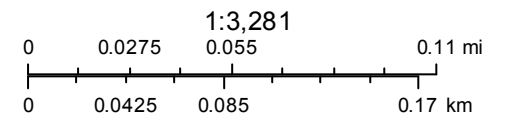
Town of Callahan



Town of Hilliard



Land Parcels



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2019-43
Sole Source Vendor Approval - Dawson Associates LLC

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-43

SYNOPSIS:

Section E.6 of the Purchasing Policy requires that accumulated purchases for a sole source vendor may not exceed \$20,000 per year. Any purchases over \$20,000 require City Commission approval.

The purpose of this Resolution is to obtain City Commission approval for Dawson Associates LLC to be recognized as a sole source vendor in the current fiscal year.

Current signage in the downtown area is cluttered and no longer depicts the period of significance. Fernandina Beach Main Street and the City of Fernandina Beach have partnered together to place new signage in the downtown area.

Dawson Associates LLC, through a state grant, completed the wayfinding design. Dawson Associates LLC has submitted a proposal in the amount of \$182,000 for the implementation of wayfinding signage in the downtown area.

FISCAL IMPACT:

Funds are budgeted and available in the Capital Expansion Fund (310) Public Facilities Reserve account, 3101000 59990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-43.

Dale Martin, City Manager 02/21/2019

Pauline Testagrose, Comptroller 02/22/2019

Tammi E. Bach, City Attorney 02/22/2019

Date: February 15, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING DAWSON ASSOCIATES LLC AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2018/2019; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section E.6 of the Purchasing Policy requires that accumulated purchases for a sole source vendor may not exceed \$20,000 per year; and

WHEREAS, any purchases that exceed \$20,000 require approval by the City Commission; and

WHEREAS, current signage in the downtown area is cluttered and no longer depicts the period of significance; and

WHEREAS, Fernandina Beach Main Street and the City of Fernandina Beach have partnered together to place new signage in the downtown area; and

WHEREAS, Dawson Associates LLC, through a state grant, completed the wayfinding design; and

WHEREAS, Dawson Associates LLC has submitted a proposal in the amount of \$182,000 for the implementation of wayfinding signage in the downtown area; and

WHEREAS, funds are budgeted and available in the Capital Expansion Fund (310) Public Facilities Reserve account, 3101000 59990.

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

SECTION 1. The City Commission hereby approves Dawson Associates LLC as a sole source vendor for the implementation of wayfinding signage in the downtown area in the amount of \$182,000.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Professional Services Agreement, attached hereto as Exhibit "A", upon review and approval of the City Attorney.

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

ADOPTED 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

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

This AGREEMENT made on the 5th day of March, 2019 between the **City of Fernandina Beach**, a municipal corporation whose address at 204 Ash Street, Fernandina Beach, Florida 32034 ("CITY") and the consultant, Dawson Associates LLC, whose address is 20 Town Way, Scituate, MA 02066, ("CONSULTANT").

For the consideration hereinafter set forth, Dawson Associates LLC, hereinafter referred to as the CONSULTANT, agrees to provide professional services to the City of Fernandina Beach, as follows:

ARTICLE 1 - SCOPE OF SERVICES

The parties hereto agree that under this Agreement, the CONSULTANT will provide professional services of a specified nature as described in Phase 3 Scope attached hereto and incorporated as if fully set forth herein.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on March 6, 2019. The period of this Agreement shall be for one year from the signing of this Agreement.

A. Fees

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

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

B. Direct Project Expenses

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

C. Status Report

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

unless authorized by the City of Fernandina Beach in writing.

D. Standard Hourly-Rate--Definition

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

ARTICLE 3 - TERMS OF PAYMENT

A. Monthly Invoices

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

B. Payment of Expenses

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

C. Sales Tax

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

ARTICLE 4 - TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. Starting Work

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

B. Information Provided by Owner

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

C. Cost Estimating

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

D. Suspension of Work

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

E. Adjustment for Extended Services

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

F. Services in Connection with Claims and Litigation

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

G. Ownership of Documents

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

H. Account Records

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

I. Force Majeure

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

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

J. Approval of Changes

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

K. Authorized Representative

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

L. Termination

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

ARTICLE 5 - ADDITIONAL COSTS

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

SubCONSULTANTS

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

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

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

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

ARTICLE 6 - CITY OF FERNANDINA BEACH'S RESPONSIBILITIES

A. Criteria

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

B. Available Information

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

C. Service of Others

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

D. Examine Work of the CONSULTANT

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

E. Approvals and Permits

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

F. Costs

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

ARTICLE 7 INSURANCE AND INDEMNIFICATION

A. Indemnification

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

the CONSULTANT, its agents, officers, contractors, subcontractors, employees, or anyone else employed by the CONSULTANT in the performance of this Agreement. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement. Neither party shall be liable for, and each party expressly waives and releases the other party from, and against, any and all consequential, indirect, punitive, or special damages. Liability under this Contract shall be limited to contractual amounts paid within the last year under the Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. CONSULTANT's Status as an Independent Contractor

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

C. Waiver of Subrogation

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

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

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

D. CONSULTANT's Insurance

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

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

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

E. Loss Deductible

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

F. SubCONSULTANT's Insurance

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

G. Certificate of Insurance

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

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

H. Workers' Compensation Insurance

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

I. Liability Insurance

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

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

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

J. Professional Liability Insurance

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

ARTICLE 8 - SUCCESSORS AND ASSIGNS

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

ARTICLE 9 - REMEDIES

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

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

B. Governing Laws

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

C. Venue

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

D. Attorney's Fees and Costs

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

ARTICLE 10 - NONEXCLUSIVE AGREEMENT

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

ARTICLE 11 - CLOSING

A. Validity, Severability and Reformation

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

B. Headings

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

C. Entire Agreement

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

D. Public Records Law Requirements for Consultants

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

ARTICLE 12 – NOTICE

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

To: City Manager Dale L. Martin Address above on Page 1	To:
Phone: (904) 310-3103	Phone:
Email: dmartin@fbfl.org	Email:

For legal notices, a copy shall be provided to:

To: City Attorney Tammi E. Bach Address above on Page 1	To:
Phone: (904) 310-3277	Phone:
Email: tbach@fbfl.org	Email:

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

CITY OF FERNANDINA BEACH, FLORIDA,
a municipal corporation

CONSULTANT
DAWSON ASSOCIATES, LLC
20 Town Way, Scituate, MA 02066



Dale L. Martin, City Manager

Jeffrey Dawson,
Principal-in-Charge and Owner
Dawson Associates, llc

ATTEST:

WITNESS:



Caroline Best, City Clerk

Pamela Dawson, Owner
Dawson Associates, llc

Approved as to Form and Legality:

Tammi E. Bach, City Attorney

Appendix “A”

PHASE 3 SCOPE

PHASE 3 –Production and Implementation

Dawson Associates will work with the steering committee to develop a final implementation priorities and phasing plan based on an agreed upon budget and act as the liaison with sign suppliers, printers, and installers to help insure that the program, the design and produced by the approved design standards.

Additional scope of work and deliverables (subject to review):

1. Administer all aspects of signage printing, fabrication and installation
2. Provide a revised implementation priorities and phasing plan based on funding
3. Solicit bids from local, county and regional firms based on supplier capabilities
4. Evaluate the bids with FBMS for compliance with the signage standards
5. Work with the FBMS to develop the content message and retail store listings
6. Work with the sign fabricator(s) to produce graphic art and the printing of each sign
7. Purchase the signage fabrication, printing, and installation best use of the budget
8. Supervise the fabrication, delivery and installation
9. Coordinate suppliers and services with FBMS and City Departments

BUDGET ESTIMATE FOR:

PROFESIONAL SERVICES

Dawson service fees	\$ 8,000.00
Travel allowance (shop and site visits)	\$ 2,500.00
Direct costs allowance (documents, proofs, deliveries)	\$ 1,500.00

PRODUCTION DIRECT COSTS

Production expenses for signing the Historic District reflect the design plan developed in Phases 1 and 2. Since it is impossible to predict with absolute accuracy all the costs known and unknown at this time, we have estimated a working budget amount as to what we feel it should cost – subject to change with the additional information provided by sign companies, our wholesale network of manufacturers, printing companies and others like suppliers based on a revised priorities and phasing plan. Other improvements such as brickwork, landscaping, and lighting are not accounted for at this time but may be added with new priorities plan. Our goal is to come in below the estimate.

Production direct cost	\$170,000.00

ADDITIONAL TALKING POINTS

1. Administer with the FBMS aspects signage printing, fabrication and installation
2. Provide a revised implementation priorities and phasing plan based on funding
 - a. Evaluate need vs. cost of each sign
 - b. Adjust master program - what stays, goes, or design change
 - c. Adjust sign counts and master plan for bid
 - d. Review process documents for transparency and adjust as needed
 - e. Review and approve terms and conditions
 - f. Review new sign code /enforcement and regulations
3. Solicit bids based on supplier capabilities – specialties – etc.
 - a. Fabrication metal structures (wholesale) – what stays, goes, or adjusted
 - b. Printing of graphics (local printer) – develop graphic two year print plan
 - c. Gateway – brickwork (local) review new sign to minimize the brick work
 - d. Installation – prepare realistic install plan with contractor and city support conditions
4. Evaluate the bids with the FBMS for design compliance – terms - funding
 - a. Budget bid to lower the production estimate – list the deliverables
5. Work with the FBMS to develop the content message and retail store list
 - a. FBMS provide best and current list and conduct retail review
 - b. Provide draft 1 – followed by layout 1 - followed by final art (three steps)
6. Work with the supplier(s) to produce graphic art and the printing
7. Purchase the signage fabrication, printing, and installation best use of the budget
 - a. Funding provided as per terms
8. Supervise the fabrication, delivery and installation
 - a. Metal fabrication done with DA supplier in GA (wholesale supplier)
 - b. Kiosk graphic printing with local (cost more better long term)
9. Coordinate suppliers and services with FBMS and City Departments
 - a. Fabrication schedule
 - b. Printing schedule
 - c. Installation schedule (suppliers and City)

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-44
Option Agreements for Sale and Purchase - East of North 11th Street and South of Dade Street

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-44

SYNOPSIS: In January 2019, the City Commission directed the City Attorney and City Manager to work with Marc Hudson and the North Florida Land Trust to acquire two parcels located between Broome and Dade Streets and North 11th and 12th Streets. The proposed option agreements provide the City with six months to exercise the option to purchase the parcels. No other buyers can buy these two parcels in this six-month option period.

FISCAL IMPACT: The City will be responsible for half of the total cost of acquiring these properties.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-44.

Tammi E. Bach, City Attorney 02/18/2019

Dale Martin, City Manager 02/22/2019

Pauline Testagrose, Comptroller 02/25/2019

Date: February 11, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2019-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING TWO OPTION AGREEMENTS FOR SALE AND PURCHASE OF TWO PARCELS OF VACANT LAND EAST OF NORTH 11TH STREET AND SOUTH OF DADE STREET FOR THE PURPOSE OF CONSERVATION OR PASSIVE PARKS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in January 2019, the City Commission directed the City Manager and City Attorney to work with the North Florida Land Trust (NFLT) to seek acquisition of two parcels of vacant land totaling 1.58 and 5.5 acres east of North 11th Street and South of Dade Street; and

WHEREAS, the NFLT has sent offer letters to the property owners who own each of the parcels; and

WHEREAS, the Option Agreements for Sale and Purchase for each of the parcels provide that the City and NFLT have six months to exercise the option(s) to buy.

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 Option Agreement for Sale and Purchase with the Episcopal Diocese, attached hereto as Exhibit "1," and the Option Agreement for Sale and Purchase with Mr. Floyd, attached hereto as Exhibit "2".

SECTION 2. The City Manager and the City Clerk are hereby authorized to execute both Option Agreements, after review and approval by the City Attorney.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 5th day of March, 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

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE (the "Agreement") is dated and effective as of _____, 2018 (the "Effective Date"), by and between the Episcopal Church in the Diocese of Florida, Inc., having an address of 325 Market Street, Fernandina Beach, FL 32202 (the "Seller"), and the City of Fernandina Beach, having an address of 204 Ash Street, Fernandina Beach, FL 32034 (the "Purchaser").

WHEREAS, Seller is the owner in fee simple absolute of certain real property located in Fernandina Beach, Nassau County, Florida more particularly described in Exhibit A attached hereto and hereby incorporated by reference (the "Property"); and

WH WHEREAS, that the execution of this document by the City Manager was approved by a majority vote of the Commission of the City of Florida on February __, 2019, as per resolution # _____ attached as Exhibit C;

WHEREAS, subject to the terms and conditions of this Agreement, Purchaser desires to receive from Seller, and Seller is willing to grant to Purchaser, the option to purchase all right, title and interest in and to the Property;

NOW, THEREFORE, in consideration of the Option Payment (as hereafter defined) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser agree as follows:

1. Grant of Option. For a period of six (6) months (as the same may be extended from time to time by written agreement of the parties, the "Option Period") beginning on the Effective Date and ending at 11:59 P.M. on the date which is six calendar months after the Effective Date, Seller hereby grants to Purchaser the exclusive, assignable right and option to purchase the Property (the "Option"), in accordance with the provisions of this Agreement. Purchaser may, in its sole discretion, exercise the Option at any time during the Option Period by providing Seller with notice in accordance with paragraph 13 (the "Option Exercise Date"). In the event that Purchaser fails to exercise the Option during the Option Period, this Agreement shall terminate without further action of the parties, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement).
2. Option Payment. In consideration of Seller agreeing to grant the Option, Purchaser shall make a non-refundable payment of One Hundred and No/100 Dollars (\$100.00) in certified funds made payable to the order of Seller or by wire transfer to Seller (the "Option Payment") within ten (10) days of the Effective Date.
3. Purchase Price. Subject to credits, adjustments and prorations in this Contract, the total purchase price for the Property is THREE HUNDRED AND FORTY THOUSAND DOLLARS (\$340,000.00). The Purchase Price shall be paid by Buyer to Seller in the following manner: At Closing (as hereafter defined), Purchaser shall pay the Purchase Price in certified funds made

payable to the order of Seller or by wire transfer to Seller, subject to (a) adjustments as provided in paragraph 8 and (b) credit for application of the Option Payment.

4. Environmental Site Assessment. Within ninety (90) days of the Option Exercise Date or at any time prior thereto (the "Inspection Period"), Purchaser shall obtain, at its sole cost and expense, an environmental site assessment of the Property ("ESA") to determine the existence and extent, if any, of any Hazardous Materials (as hereafter defined) on or affecting the Property, and shall provide Seller with a true and correct copy of the ESA. In the event that the ESA confirms the presence of Hazardous Materials, either Seller or Purchaser may, in its sole discretion, terminate this Agreement for environmental matters by providing written notice to the other party prior to the expiration of the Inspection Period or within thirty (30) days of the Purchaser's delivery of the ESA to Seller, whichever occurs first (the "ESA Notice Period"), in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). Should the parties elect not to so terminate this Agreement, Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion such actions as are necessary to bring the Property into full compliance with Environmental Laws (as hereafter defined) and shall provide Purchaser with documentation evidencing completion of such actions, which documentation shall be in form and substance satisfactory to Purchaser in its sole discretion. If, despite diligent efforts, Seller is unable to bring the Property into full compliance with Environmental Laws within ninety (90) days of the expiration of the ESA Notice Period (the "ESA Objection Cure Period"), Purchaser, in its sole discretion, may elect to: (a) repeatedly extend the ESA Objection Cure Period for up to three (3) years by written notice to Seller prior to the expiration of the immediately preceding ESA Objection Cure Period; or (b) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement).

In the event that the ESA confirms the presence of Hazardous Materials on or affecting the Property and the parties elect not to terminate this Agreement, Seller shall defend, hold harmless, and indemnify Purchaser (including its officers, directors, shareholders, partners, employees, members, principals, agents and representatives) and its successors and assigns (collectively, the "Purchaser Parties") from and against any and all Claims (as hereafter defined) and any and all losses, costs claims, liabilities, expenses, demands, fees and obligations that may at any time be imposed upon, incurred by, or asserted or awarded against any of the Purchaser Parties that relate to the presence of Hazardous Materials on or affecting the Property and for which Seller is legally responsible and/or of which Seller has knowledge as of the Closing.

As used herein, "Claims" means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. As used herein, "Hazardous Materials" means any hazardous waste, hazardous substance, or hazardous material, as defined under any Environmental Law, or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste. As used herein, "Environmental Laws" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules,

judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, material containing or producing polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now in effect.

5. Survey and Title. During the Inspection Period or at any time prior thereto, Purchaser shall obtain, at its sole cost and expense, and provide Seller with true and correct copies of an ALTA survey of the Property from a certified professional surveyor licensed in the State of Florida and acceptable to Purchaser, in its sole discretion (the "Survey"), and an ALTA title insurance commitment relative to the Property for an owner's policy of title insurance, including copies of all documents identified as Schedule B exceptions (the "Title Commitment"), from a title insurance company licensed in the State of Florida and acceptable to Purchaser, in its sole discretion (the "Title Company"). If the Survey or Title Commitment discloses any matter(s) including, without limitation, defects in title which are not acceptable to Purchaser, in its sole discretion (The "Title Objection(s)"), Purchaser shall provide Seller with written notice of such Title Objection(s) prior to the expiration of the Inspection Period or within thirty (30) days of the receipt of the Title Commitment by Buyer, whichever occurs first, and Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion correction of such Title Objection(s) within thirty (30) days of the delivery of the Title Objections to Seller (the "Title Objection Cure Period"). If, despite diligent efforts, Seller is unable to remove the Title Objection(s) within the Title Objection Cure Period, Purchaser, in its sole discretion, may elect to: (a) accept the Survey and Title Commitment in their their-current state, with a reduction in the Purchase Price in an amount mutually agreed upon by the parties; (b) accept the Survey and Title Commitment in their then-current state, with no reduction in the Purchase Price; (c) extend the Objection Cure Period to a date or dates designated by Purchaser, during which time Seller shall continue to use diligent efforts to remove the Title Objection(s); or (d) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). Without limitation of the foregoing, the parties acknowledge and agree that any encroachments, severances or reservations of oil, gas or other minerals, or oil, gas or other mineral leases affecting the Property shall be deemed Title Objections, and that the lien of general real estate taxes for the then-current tax fiscal year as of the Closing shall not constitute a Title Objection.

6. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place only after the later of the expiration of (a) the Inspection Period, (b) the ESA Objection Cure Period (if applicable and as extended from time to time), or (c) the Title Option Cure Period (if applicable and as extended from time to time), and prior to the expiration of six (6) months from the effective date. At Purchaser's sole option, the Closing shall occur by mail

through the delivery of documents and items pursuant to escrow instructions that are consistent with this Agreement, or in the offices of the Title Company.

7. Closing Documents. The following shall collectively be referred to as the “Closing Documents.”

- (a) At Closing, Seller shall execute and deliver:
 - (i) A Warranty Deed (the “Deed”) in substantially the same form attached hereto and hereby incorporated by reference as Exhibit B, provided that the parties agree to modify the Deed to conform with the requirements of the State of Florida, as grantee, if applicable.
 - (ii) An affidavit against mechanics’ liens and against parties in possession, and such other documents as may be required by the Title Company in order to remove standard ALTA title policy exceptions and issue an owner’s policy of title insurance insuring marketable title to the Property to Purchaser.
 - (iii) Any documents necessary to cure Title Objection(s) that have not been waived by Purchaser.
 - (iv) Such authorizations, consents, and/or resolutions as may be required to demonstrate Seller’s authority to execute and deliver the Closing Documents and perform the transactions contemplated thereby.
 - (v) A settlement statement.
 - (vi) Such other documents, if any, necessary to close in accordance with the terms of this Agreement and fully and completely comply with all applicable laws, customs, practices and standards in the State of Florida.
 - (vii) Any and all documents that may be required by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the “Trustees”) under or in connection with that certain Exchange Agreement by and between the Trustees and Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Trustee of the Multistate Environmental Response Trust.
- (b) At Closing, Purchaser shall execute and deliver:
 - (i) Such authorizations, consents, and/or resolutions as may be required to demonstrate Purchaser’s authority to execute and deliver the Closing Documents and perform the transactions contemplated thereby.
 - (ii) A settlement statement.

8. Closing Costs; Real Estate Taxes. At Closing, Purchaser will pay documentary revenue stamp taxes, the cost of recording the Deed and any other recordable instruments that Purchaser

and Title Company deem necessary to insure good and marketable title to the Property, and all costs associated with the Title Commitment and the issuance of an owner's title insurance policy (ALTA Form "B" with Florida revisions) insuring marketable title to the Property in the amount of the Purchase Price. At Closing, real estate taxes and assessments will be prorated between the parties for the period for which such taxes are assessed, regardless of when payable, and any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the fiscal year in which Closing occurs or any prior years have not been paid before Closing, Purchaser shall be credited by Seller at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period before the Closing.

9. Seller's Representations and Warranties. Seller makes the following representations and warranties, each of which is true and correct as of the Effective Date and shall be true and correct at Closing, and all of which shall survive the Closing or earlier termination or expiration of this Agreement. Seller shall defend, hold harmless, and indemnify the Purchaser Parties from and against any and all Claims resulting from a breach of any of the following representations and warranties.

- (a) Title to Property; Authority; Access. Seller is the sole legal owner of the Property in fee simple. The Property is not currently subject to any written or oral lease, option, agreement of sale, claim, or legal proceeding except as specifically set forth herein. Seller has the full power and authority to execute and fully perform this Agreement. There is legal and practical ingress and egress to and from the Property over public roads or by virtue of valid, recorded easements that run with the land for the use and benefit of and as appurtenances to the Property.
- (b) Condition of Property. The Seller is not aware of any facts that would adversely affect the Purchaser's prospective acquisition of the Property, or that materially affect the value of the Property which could not readily be observable by Purchaser apart from such matters, if any, have been expressly disclosed to Purchaser herein.
- (c) Hazardous Materials. To the best of Seller's knowledge: (i) the Property is not currently and has never been used for the manufacture, use, storage or disposal of any Hazardous Materials; (ii) no Hazardous Materials have ever been or are presently stored or located on the Property; and (iii) the Property is not currently and has never been subject to any Superfund or other lien or claim by any government regulatory agency or third party related to the release or threatened release of any Hazardous Materials and/or violation of any Environmental Laws. In the event that Hazardous Materials for which Seller is legally responsible and/or of which Seller has knowledge as of the Closing are found to exist, Seller shall, in addition to defending, holding harmless, and indemnifying the Purchaser Parties as set forth in paragraph 4 above, promptly commence and diligently pursue to completion the clean up of such Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.
- (d) Broker. Seller has dealt with no broker, finder, or other person in connection with the sale or negotiation of the sale of the Property to Purchaser in any manner that

might give rise to any claim for commission against Purchaser. Seller shall indemnify and hold the Purchaser harmless from and against any losses, damages, costs or expenses incurred by Purchaser due to a breach of the foregoing warranty by Seller.

(e) Government Farm Programs. The Property is not enrolled in the Agricultural Market Transition Act Program, the Conservation Reserve Program, the Wetland Reserve Program or any other program of the United States Department of Agriculture. The Property is not subject to any government cost-share contracts or other agreements which restrict either the use of the Property or the modification of any improvements located thereon.

(f) Parties in Possession. No parties other than Seller are occupying, possessing, or have the right to possess all or any part of the Property.

10. Risk of Loss; Condition of Property. Seller assumes all risk of loss or damage to the Property prior to the date of Closing and represents and warrants that the Property shall be in the same or essentially the same condition at Closing as it is in as of the Effective Date, ordinary wear and tear excepted. Notwithstanding the foregoing, in the event that the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, in its sole discretion, to terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). In the event that the Property contains any abandoned personal property, refuse, garbage, junk, rubbish, trash and/or debris (collectively, "Refuse") as of the Effective Date, Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion removal of all Refuse from the Property prior to the expiration of the Inspection Period. If, despite diligent efforts, Seller is unable to remove the Refuse from the Property prior to the Closing, Purchaser, in its sole discretion, may elect to: (a) extend the amount of time Seller has to remove the Debris from the Property; (b) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement); or (c) deduct the expense necessary to remove the Refuse from Seller's sale proceeds at Closing.

11. Right to Enter Property. Seller agrees that, from and after the Effective Date, Purchaser and its agents, following twenty-four (24) hours' prior notice to Seller in accordance with paragraph 13, shall have the right to enter the Property for all lawful purposes related to this Agreement including, without limitation, performing inspections of the Property relating to Purchaser's due diligence in connection with this Agreement.

12. Assignment. This Agreement and/or the right to be named as the grantee on the Deed may be assigned by Purchaser, in its sole discretion, in which event Purchaser will provide notice of such assignment to Seller in accordance with paragraph 13. Seller may not assign this Agreement without the prior written consent of Purchaser.

13. Notice. All notices, demands or other communications given hereunder shall be in writing to the addresses set forth below, and shall be deemed to have been duly delivered (a) upon the delivery (or refusal to accept delivery) by personal delivery, messenger or overnight

express delivery service (or, if such date is not on a business day, on the business day next following such date) or (b) by electronic mail, provided that delivery thereof can reasonably be demonstrated to have been made and received:

If to Seller: Name
 Street
 City, State, Zip
 Email: _____

If to Purchaser: City of Fernandina Beach
 Dale Martin, City Manager
 204 Ash Street
 Fernandina Beach, FL 32034
 Email: _____

Actual knowledge may obviate the need to formally give or receive notice if actual knowledge can be demonstrated by conduct or communications. Each party may change its notice address by providing notice of the new address to the other party.

14. Default. In the event that Seller defaults in the performance of any of its obligations hereunder, Purchaser, in its sole discretion, may elect to: (a) waive such default and proceed to Closing; (b) seek equitable relief to enforce specific performance of Seller's obligations hereunder; or (c) terminate this Agreement and retain any and all rights and remedies that survive termination or expiration hereunder.

15. Time. Time is of the essence with respect to each and every provision of this Agreement.

16. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

17. Binding Effect. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

18. Entire Agreement. This Agreement, together with all Exhibits incorporated herein by reference, constitutes the sole, exclusive, and entire agreement between the parties pertaining to the subject matter described herein and supersedes all prior dealings and writings between them with respect thereto. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge and agree that the description of the Property contained in Exhibit A is based on publicly-available Nassau County assessor records, and shall be replaced in the Closing Documents by the legal description of the Property in the Survey and Title Commitment, as approved by Purchaser, without the necessity of the parties' written amendment to this Agreement.

19. Nonwaiver. Purchaser's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right or remedy herein contained, shall not be

construed as a waiver or relinquishment of any rights or remedies that Purchaser may have for any preceding or succeeding breach, default, or nonperformance by Seller of any provision hereof.

20. Agreement Effective. This Agreement and any modifications, amendments or alterations hereto shall not be effective or binding upon either of the parties unless and until executed by both Seller and Purchaser.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed to be an original. All of such counterparts shall, when duly executed, together constitute one and the same Agreement. Facsimile and electronic signatures and a scanned PDF of the executed signature page shall have the same force and effect as executed originals.

22. Business Days. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next-occurring business day.

23. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without regard to its conflicts of laws rules or principles.

24. Survival. The terms of the following paragraphs of this Agreement shall survive the Closing and any termination or expiration of this Agreement: 3, 4, 5, 8, 9, and 14 through 23.

**THIS IS A LEGALLY BINDING CONTRACT.
PLEASE CONSULT WITH AN ATTORNEY PRIOR TO SIGNING.**

WITNESSES AS TO SELLER:

Print Name: _____

Print Name: _____

Name of Authorized Signatory
Date Signed by Seller: _____

WITNESSES AS TO PURCHASER:

_____, INC.

Print Name: _____

Print Name: _____

By: _____
Name: Dale Martin
Title: City Manager
Date Signed by Purchaser: _____

APPROVED AS TO FORM AND LEGALITY:



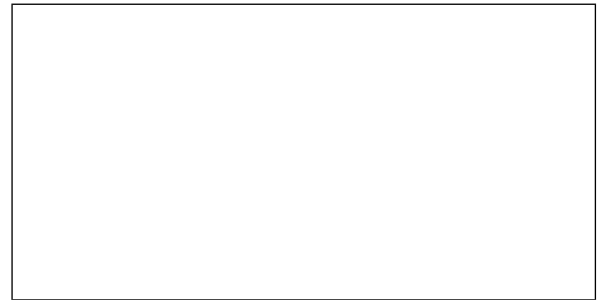
CITY ATTORNEY

State of Florida)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, to me personally known, who, being by me duly sworn, acknowledged said instrument to be his free act and deed.

WITNESS my hand and official seal as of the day and year first above written.

Notary Public
Name: _____
My commission expires: _____



Please affix stamp in area designated above

State of Florida)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, to me personally known, who, being by me duly sworn, did say that ____ is the _____ of _____, a Florida municipal corporation, and acknowledged said instrument to be his free act and deed and the free act and deed of said corporation.

WITNESS my hand and official seal as of the day and year first above written.

Notary Public
Name: _____
My commission expires: _____



Please affix stamp in area designated above

EXHIBIT A

THE PROPERTY

0 N. 11th Street., Fernandina Beach, Nassau County, FL Assessor ID
Nos. 00-00-31-1800-0217-0010

[TO BE REPLACED IN CLOSING DOCUMENTS BY SURVEYED LEGAL DESCRIPTION]

EXHIBIT B

WARRANTY DEED

THIS WARRANTY DEED (the "Deed") is made this ____ day of _____, 201_ (the "Effective Date"), by the _____, having an address _____ ("Grantor") to _____, a _____ having an address of _____ (including, without limitation, its successors and assigns, "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee, all of Grantor's right, title, and interest in and to the following described real estate, together with the improvements thereon, if any, situated in the County of Nassau and State of Florida, to wit:

[insert legal description (the "Property")].

SUBJECT TO all easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same, belonging unto the Grantee, and to its successors and assigns forever. And Grantor does hereby covenant to and with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor hereby fully warrants the title to the Property and will defend the same from all claims whatsoever.

Ad valorem taxes for the current year having been prorated as of the date hereof, payment thereof is expressly assumed by Grantee, as evidenced by Grantee's acceptance of the delivery hereof and the recordation hereof in the Real Property records of Nassau County, Florida.

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

Signed, Sealed and Delivered in the presence of:

Print Name: _____

Name

Print Name: _____

State of Florida)
)ss.
County of Nassau)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, to me personally known, who, being by me duly sworn, acknowledged said instrument to be his free act and deed.

WITNESS my hand and official seal as of the day and year first above written.

Notary Public
Name: _____
My commission expires: _____



Please affix stamp in area designated above

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE (the "Agreement") is dated and effective as of _____, 2018 (the "Effective Date"), by and between the Garrett Floyd, having an address of 2010 Oakview Drive, Sevierville, TN 37876 (the "Seller"), and the City of Fernandina Beach, having an address of 204 Ash Street, Fernandina Beach, FL 32034 (the "Purchaser").

WHEREAS, Seller is the owner in fee simple absolute of certain real property located in Fernandina Beach, Nassau County, Florida more particularly described in Exhibit A attached hereto and hereby incorporated by reference (the "Property"); and

WHEREAS, that the execution of this document by the City Manager was approved by a majority vote of the Commission of the City of Florida on February __, 2019, as per resolution #_____ attached as Exhibit C;

WHEREAS, subject to the terms and conditions of this Agreement, Purchaser desires to receive from Seller, and Seller is willing to grant to Purchaser, the option to purchase all right, title and interest in and to the Property;

NOW, THEREFORE, in consideration of the Option Payment (as hereafter defined) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser agree as follows:

1. Grant of Option. For a period of six (6) months (as the same may be extended from time to time by written agreement of the parties, the "Option Period") beginning on the Effective Date and ending at 11:59 P.M. on the date which is six calendar months after the Effective Date, Seller hereby grants to Purchaser the exclusive, assignable right and option to purchase the Property (the "Option"), in accordance with the provisions of this Agreement. Purchaser may, in its sole discretion, exercise the Option at any time during the Option Period by providing Seller with notice in accordance with paragraph 13 (the "Option Exercise Date"). In the event that Purchaser fails to exercise the Option during the Option Period, this Agreement shall terminate without further action of the parties, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement).
2. Option Payment. In consideration of Seller agreeing to grant the Option, Purchaser shall make a non-refundable payment of One Hundred and No/100 Dollars (\$100.00) in certified funds made payable to the order of Seller or by wire transfer to Seller (the "Option Payment") within ten (10) days of the Effective Date.
3. Purchase Price. Subject to credits, adjustments and prorations in this Contract, the total purchase price for the Property is TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). The Purchase Price shall be paid by Buyer to Seller in the following manner: At Closing (as hereafter defined), Purchaser shall pay the Purchase Price in certified funds made payable to the order of

Seller or by wire transfer to Seller, subject to (a) adjustments as provided in paragraph 8 and (b) credit for application of the Option Payment.

4. Environmental Site Assessment. Within ninety (90) days of the Option Exercise Date or at any time prior thereto (the "Inspection Period"), Purchaser shall obtain, at its sole cost and expense, an environmental site assessment of the Property ("ESA") to determine the existence and extent, if any, of any Hazardous Materials (as hereafter defined) on or affecting the Property, and shall provide Seller with a true and correct copy of the ESA. In the event that the ESA confirms the presence of Hazardous Materials, either Seller or Purchaser may, in its sole discretion, terminate this Agreement for environmental matters by providing written notice to the other party prior to the expiration of the Inspection Period or within thirty (30) days of the Purchaser's delivery of the ESA to Seller, whichever occurs first (the "ESA Notice Period"), in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). Should the parties elect not to so terminate this Agreement, Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion such actions as are necessary to bring the Property into full compliance with Environmental Laws (as hereafter defined) and shall provide Purchaser with documentation evidencing completion of such actions, which documentation shall be in form and substance satisfactory to Purchaser in its sole discretion. If, despite diligent efforts, Seller is unable to bring the Property into full compliance with Environmental Laws within ninety (90) days of the expiration of the ESA Notice Period (the "ESA Objection Cure Period"), Purchaser, in its sole discretion, may elect to: (a) repeatedly extend the ESA Objection Cure Period for up to three (3) years by written notice to Seller prior to the expiration of the immediately preceding ESA Objection Cure Period; or (b) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement).

In the event that the ESA confirms the presence of Hazardous Materials on or affecting the Property and the parties elect not to terminate this Agreement, Seller shall defend, hold harmless, and indemnify Purchaser (including its officers, directors, shareholders, partners, employees, members, principals, agents and representatives) and its successors and assigns (collectively, the "Purchaser Parties") from and against any and all Claims (as hereafter defined) and any and all losses, costs claims, liabilities, expenses, demands, fees and obligations that may at any time be imposed upon, incurred by, or asserted or awarded against any of the Purchaser Parties that relate to the presence of Hazardous Materials on or affecting the Property and for which Seller is legally responsible and/or of which Seller has knowledge as of the Closing.

As used herein, "Claims" means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. As used herein, "Hazardous Materials" means any hazardous waste, hazardous substance, or hazardous material, as defined under any Environmental Law, or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste. As used herein, "Environmental Laws" shall

mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, material containing or producing polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now in effect.

5. Survey and Title. During the Inspection Period or at any time prior thereto, Purchaser shall obtain, at its sole cost and expense, and provide Seller with true and correct copies of an ALTA survey of the Property from a certified professional surveyor licensed in the State of Florida and acceptable to Purchaser, in its sole discretion (the "Survey"), and an ALTA title insurance commitment relative to the Property for an owner's policy of title insurance, including copies of all documents identified as Schedule B exceptions (the "Title Commitment"), from a title insurance company licensed in the State of Florida and acceptable to Purchaser, in its sole discretion (the "Title Company"). If the Survey or Title Commitment discloses any matter(s) including, without limitation, defects in title which are not acceptable to Purchaser, in its sole discretion (The "Title Objection(s)"), Purchaser shall provide Seller with written notice of such Title Objection(s) prior to the expiration of the Inspection Period or within thirty (30) days of the receipt of the Title Commitment by Buyer, whichever occurs first, and Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion correction of such Title Objection(s) within thirty (30) days of the delivery of the Title Objections to Seller (the "Title Objection Cure Period"). If, despite diligent efforts, Seller is unable to remove the Title Objection(s) within the Title Objection Cure Period, Purchaser, in its sole discretion, may elect to: (a) accept the Survey and Title Commitment in their their-current state, with a reduction in the Purchase Price in an amount mutually agreed upon by the parties; (b) accept the Survey and Title Commitment in their then-current state, with no reduction in the Purchase Price; (c) extend the Objection Cure Period to a date or dates designated by Purchaser, during which time Seller shall continue to use diligent efforts to remove the Title Objection(s); or (d) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). Without limitation of the foregoing, the parties acknowledge and agree that any encroachments, severances or reservations of oil, gas or other minerals, or oil, gas or other mineral leases affecting the Property shall be deemed Title Objections, and that the lien of general real estate taxes for the then-current tax fiscal year as of the Closing shall not constitute a Title Objection.

6. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place only after the later of the expiration of (a) the Inspection Period, (b) the ESA Objection Cure Period (if applicable and as extended from time to time), or (c) the Title Option

Cure Period (if applicable and as extended from time to time), and prior to the expiration of six (6) months from the effective date. At Purchaser's sole option, the Closing shall occur by mail through the delivery of documents and items pursuant to escrow instructions that are consistent with this Agreement, or in the offices of the Title Company.

7. Closing Documents. The following shall collectively be referred to as the "Closing Documents."

(a) At Closing, Seller shall execute and deliver:

- (i) A Warranty Deed (the "Deed") in substantially the same form attached hereto and hereby incorporated by reference as Exhibit B, provided that the parties agree to modify the Deed to conform with the requirements of the State of Florida, as grantee, if applicable.
- (ii) An affidavit against mechanics' liens and against parties in possession, and such other documents as may be required by the Title Company in order to remove standard ALTA title policy exceptions and issue an owner's policy of title insurance insuring marketable title to the Property to Purchaser.
- (iii) Any documents necessary to cure Title Objection(s) that have not been waived by Purchaser.
- (iv) Such authorizations, consents, and/or resolutions as may be required to demonstrate Seller's authority to execute and deliver the Closing Documents and perform the transactions contemplated thereby.
- (v) A settlement statement.
- (vi) Such other documents, if any, necessary to close in accordance with the terms of this Agreement and fully and completely comply with all applicable laws, customs, practices and standards in the State of Florida.
- (vii) Any and all documents that may be required by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "Trustees") under or in connection with that certain Exchange Agreement by and between the Trustees and Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Trustee of the Multistate Environmental Response Trust.

(b) At Closing, Purchaser shall execute and deliver:

- (i) Such authorizations, consents, and/or resolutions as may be required to demonstrate Purchaser's authority to execute and deliver the Closing Documents and perform the transactions contemplated thereby.
- (ii) A settlement statement.

8. Closing Costs; Real Estate Taxes. At Closing, Purchaser will pay documentary revenue stamp taxes, the cost of recording the Deed and any other recordable instruments that Purchaser and Title Company deem necessary to insure good and marketable title to the Property, and all costs associated with the Title Commitment and the issuance of an owner's title insurance policy (ALTA Form "B" with Florida revisions) insuring marketable title to the Property in the amount of the Purchase Price. At Closing, real estate taxes and assessments will be prorated between the parties for the period for which such taxes are assessed, regardless of when payable, and any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the fiscal year in which Closing occurs or any prior years have not been paid before Closing, Purchaser shall be credited by Seller at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period before the Closing.

9. Seller's Representations and Warranties. Seller makes the following representations and warranties, each of which is true and correct as of the Effective Date and shall be true and correct at Closing, and all of which shall survive the Closing or earlier termination or expiration of this Agreement. Seller shall defend, hold harmless, and indemnify the Purchaser Parties from and against any and all Claims resulting from a breach of any of the following representations and warranties.

- (a) Title to Property; Authority; Access. Seller is the sole legal owner of the Property in fee simple. The Property is not currently subject to any written or oral lease, option, agreement of sale, claim, or legal proceeding except as specifically set forth herein. Seller has the full power and authority to execute and fully perform this Agreement. There is legal and practical ingress and egress to and from the Property over public roads or by virtue of valid, recorded easements that run with the land for the use and benefit of and as appurtenances to the Property.
- (b) Condition of Property. The Seller is not aware of any facts that would adversely affect the Purchaser's prospective acquisition of the Property, or that materially affect the value of the Property which could not readily be observed by Purchaser apart from such matters, if any, have been expressly disclosed to Purchaser herein.
- (c) Hazardous Materials. To the best of Seller's knowledge: (i) the Property is not currently and has never been used for the manufacture, use, storage or disposal of any Hazardous Materials; (ii) no Hazardous Materials have ever been or are presently stored or located on the Property; and (iii) the Property is not currently and has never been subject to any Superfund or other lien or claim by any government regulatory agency or third party related to the release or threatened release of any Hazardous Materials and/or violation of any Environmental Laws. In the event that Hazardous Materials for which Seller is legally responsible and/or of which Seller has knowledge as of the Closing are found to exist, Seller shall, in addition to defending, holding harmless, and indemnifying the Purchaser Parties as set forth in paragraph 4 above, promptly commence and diligently pursue to completion the clean up of such Hazardous Materials in a manner

consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

- (d) Broker. Seller has dealt with no broker, finder, or other person in connection with the sale or negotiation of the sale of the Property to Purchaser in any manner that might give rise to any claim for commission against Purchaser. Seller shall indemnify and hold the Purchaser harmless from and against any losses, damages, costs or expenses incurred by Purchaser due to a breach of the foregoing warranty by Seller.
- (e) Government Farm Programs. The Property is not enrolled in the Agricultural Market Transition Act Program, the Conservation Reserve Program, the Wetland Reserve Program or any other program of the United States Department of Agriculture. The Property is not subject to any government cost-share contracts or other agreements which restrict either the use of the Property or the modification of any improvements located thereon.
- (f) Parties in Possession. No parties other than Seller are occupying, possessing, or have the right to possess all or any part of the Property.

10. Risk of Loss; Condition of Property. Seller assumes all risk of loss or damage to the Property prior to the date of Closing and represents and warrants that the Property shall be in the same or essentially the same condition at Closing as it is in as of the Effective Date, ordinary wear and tear excepted. Notwithstanding the foregoing, in the event that the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, in its sole discretion, to terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement). In the event that the Property contains any abandoned personal property, refuse, garbage, junk, rubbish, trash and/or debris (collectively, "Refuse") as of the Effective Date, Seller, at Seller's sole cost and expense, shall promptly commence and diligently pursue to completion removal of all Refuse from the Property prior to the expiration of the Inspection Period. If, despite diligent efforts, Seller is unable to remove the Refuse from the Property prior to the Closing, Purchaser, in its sole discretion, may elect to: (a) extend the amount of time Seller has to remove the Debris from the Property; (b) terminate this Agreement by providing notice to Seller in accordance with paragraph 13, in which case the parties shall be relieved of any further obligations or liabilities hereunder (except for those that survive the termination or expiration of this Agreement); or (c) deduct the expense necessary to remove the Refuse from Seller's sale proceeds at Closing.

11. Right to Enter Property. Seller agrees that, from and after the Effective Date, Purchaser and its agents, following twenty-four (24) hours' prior notice to Seller in accordance with paragraph 13, shall have the right to enter the Property for all lawful purposes related to this Agreement including, without limitation, performing inspections of the Property relating to Purchaser's due diligence in connection with this Agreement.

12. Assignment. This Agreement and/or the right to be named as the grantee on the Deed may be assigned by Purchaser, in its sole discretion, in which event Purchaser will provide notice

of such assignment to Seller in accordance with paragraph 13. Seller may not assign this Agreement without the prior written consent of Purchaser.

13. Notice. All notices, demands or other communications given hereunder shall be in writing to the addresses set forth below, and shall be deemed to have been duly delivered (a) upon the delivery (or refusal to accept delivery) by personal delivery, messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next following such date) or (b) by electronic mail, provided that delivery thereof can reasonably be demonstrated to have been made and received:

If to Seller:	Name
	Street
	City, State, Zip
	Email: _____

If to Purchaser:	City of Fernandina Beach
	Dale Martin, City Manager
	204 Ash Street
	Fernandina Beach, FL 32034
	Email: _____

Actual knowledge may obviate the need to formally give or receive notice if actual knowledge can be demonstrated by conduct or communications. Each party may change its notice address by providing notice of the new address to the other party.

14. Default. In the event that Seller defaults in the performance of any of its obligations hereunder, Purchaser, in its sole discretion, may elect to: (a) waive such default and proceed to Closing; (b) seek equitable relief to enforce specific performance of Seller's obligations hereunder; or (c) terminate this Agreement and retain any and all rights and remedies that survive termination or expiration hereunder.

15. Time. Time is of the essence with respect to each and every provision of this Agreement.

16. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

17. Binding Effect. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

18. Entire Agreement. This Agreement, together with all Exhibits incorporated herein by reference, constitutes the sole, exclusive, and entire agreement between the parties pertaining to the subject matter described herein and supersedes all prior dealings and writings between them with respect thereto. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge and agree that the description of the Property contained in Exhibit A is based on

publicly-available Nassau County assessor records, and shall be replaced in the Closing Documents by the legal description of the Property in the Survey and Title Commitment, as approved by Purchaser, without the necessity of the parties' written amendment to this Agreement.

19. Nonwaiver. Purchaser's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right or remedy herein contained, shall not be construed as a waiver or relinquishment of any rights or remedies that Purchaser may have for any preceding or succeeding breach, default, or nonperformance by Seller of any provision hereof.

20. Agreement Effective. This Agreement and any modifications, amendments or alterations hereto shall not be effective or binding upon either of the parties unless and until executed by both Seller and Purchaser.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed to be an original. All of such counterparts shall, when duly executed, together constitute one and the same Agreement. Facsimile and electronic signatures and a scanned PDF of the executed signature page shall have the same force and effect as executed originals.

22. Business Days. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next-occurring business day.

23. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without regard to its conflicts of laws rules or principles.

24. Survival. The terms of the following paragraphs of this Agreement shall survive the Closing and any termination or expiration of this Agreement: 3, 4, 5, 8, 9, and 14 through 23.

**THIS IS A LEGALLY BINDING CONTRACT.
PLEASE CONSULT WITH AN ATTORNEY PRIOR TO SIGNING.**

WITNESSES AS TO SELLER:

Print Name: _____

Print Name: _____

Name of Authorized Signatory
Date Signed by Seller: _____

WITNESSES AS TO PURCHASER:

Print Name: _____

Print Name: _____

By: _____
Name: Dale Martin
Title: President
Date Signed by Purchaser: _____

State of Florida)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, to me personally known, who, being by me duly sworn, acknowledged said instrument to be his free act and deed.

WITNESS my hand and official seal as of the day and year first above written.

Notary Public
Name: _____
My commission expires: _____



Please affix stamp in area designated above

State of Florida)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, to me personally known, who, being by me duly sworn, did say that ____ is the _____ of _____, a Florida municipal corporation, and acknowledged said instrument to be his free act and deed and the free act and deed of said corporation.

WITNESS my hand and official seal as of the day and year first above written.

Notary Public
Name: _____
My commission expires: _____



Please affix stamp in area designated above

EXHIBIT A

THE PROPERTY

0 N. 12th Street., Fernandina Beach, Nassau County, FL Assessor ID

Nos. 00-00-31-1800-0217-0060

[TO BE REPLACED IN CLOSING DOCUMENTS BY SURVEYED LEGAL DESCRIPTION]

EXHIBIT B

WARRANTY DEED

THIS WARRANTY DEED (the "Deed") is made this ____ day of _____, 201_ (the "Effective Date"), by the _____, having an address _____ ("Grantor") to _____, a _____ having an address of _____ (including, without limitation, its successors and assigns, "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee, all of Grantor's right, title, and interest in and to the following described real estate, together with the improvements thereon, if any, situated in the County of Nassau and State of Florida, to wit:

[insert legal description (the "Property")].

SUBJECT TO all easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same, belonging unto the Grantee, and to its successors and assigns forever. And Grantor does hereby covenant to and with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor hereby fully warrants the title to the Property and will defend the same from all claims whatsoever.

Ad valorem taxes for the current year having been prorated as of the date hereof, payment thereof is expressly assumed by Grantee, as evidenced by Grantee's acceptance of the delivery hereof and the recordation hereof in the Real Property records of Nassau County, Florida.

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

Signed, Sealed and Delivered in the presence of:

Print Name: _____

Name

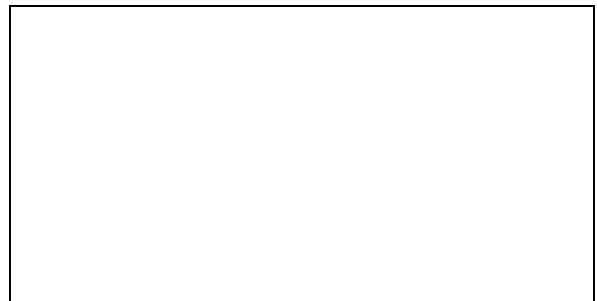
Print Name: _____

State of Florida)
)ss.
County of Nassau)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, to me personally known, who, being by me duly sworn, acknowledged said instrument to be his free act and deed.

WITNESS my hand and official seal as of the day and year first above written.

Notary Public
Name: _____
My commission expires: _____



Please affix stamp in area designated above

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2019-45
Parks and Recreation Impact Fees - Beach Walkovers

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-45

SYNOPSIS: New beach walkovers would enhance the protection of dunes and ease of access at public beach access #'s 9N, 8N and 2S. The use of Parks and Recreation Impact Fees for beach walkovers meets the requirements for expenditure of impact fees under Section 163.31801, Fla. Stats. and Section 2-460 of the City Code of Ordinances.

Parks and Recreation Impact Fees may be expended for parks and recreation capital improvements such as design and construction of public beach walkovers.

This item is on the agenda at the request of Vice Mayor Kreger.

FISCAL IMPACT: Design costs in the amount of \$30,000 are available in the Capital Expansion Fund (310) Parks and Rec Impact Fee Reserve account 3107200 38910.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-45.

Tammi E. Bach, City Attorney	02/15/2019
Dale Martin, City Manager	02/20/2019
Pauline Testagrose, Comptroller	02/22/2019

Submitted By: _____ Date: February 15, 2019
Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE USE OF PARKS AND RECREATION IMPACT FEES FOR DESIGN AND CONSTRUCTION OF NEW BEACH WALKOVERS AT PUBLIC BEACH ACCESSES 8N, 9N AND 2S; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, new beach walkovers would enhance the protection of dunes and ease of access at public Beach Access #'s 9N, 8N and 2S; and

WHEREAS, the use of Parks and Recreation Impact Fees for beach walkovers meets the requirements for expenditure of impact fees under Section 163.31801, Fla. Stats. and Section 2-460 of the City Code of Ordinances; and Design costs in the amount of \$30,000 are available in the Capital Expansion Fund (310) Parks and Rec Impact Fee Reserve account 3107200 38910; and

WHEREAS, Parks and Recreation Impact Fees may be expended for Parks and Recreation capital improvements such as design and construction of public beach walkovers.

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 expenditure of Parks and Recreation Impact Fees for design and construction of new beach walkover structures (capital improvements) at public Beach Access #'s 8N, 9N and 2S.

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

ADOPTED this 5^h day of March, 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 COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-46
Parks and Recreation Impact Fees - Main Beach Boardwalk

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-46

SYNOPSIS: Phase II of the Main Beach Boardwalk project has been planned and approved by the City Commission in the Capital Improvement Plan for several years. The use of Parks and Recreation Impact Fees for Phase II of the Main Beach Boardwalk meets the requirements for expenditure of impact fees under Section 163.31801, Fla. Stats. and Section 2-460 of the City Code of Ordinances.

Parks and Recreation Impact Fees may be expended for Parks and Recreation capital improvements such as design and construction of Phase II of the Main Beach Boardwalk because there is a rational nexus or rational relationship between the growth from development and need for Phase II of the Boardwalk to be constructed to accommodate beachgoers.

This item has been placed on the agenda at the request of Commissioner Ross.

FISCAL IMPACT: Design funds in the amount of \$30,000 are available in the Capital Expansion Fund (310) Parks and Re Impact Fee Reserve account, 3107200 59990.

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-46.

Tammi E. Bach, City Attorney 02/15/2019

Dale Martin, City Manager 02/20/2019

Pauline Testagrose, Comptroller 02/22/2019

Date: February 15, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE USE OF PARKS AND RECREATION IMPACT FEES FOR DESIGN AND CONSTRUCTION OF PHASE II OF THE MAIN BEACH BOARDWALK PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Phase II of the Main Beach Boardwalk project has been planned and approved by the City Commission in the Capital Improvement Plan for several years; and

WHEREAS, the use of Parks and Recreation Impact Fees for Phase II of the Main Beach Boardwalk meets the requirements for expenditure of impact fees under Section 163.31801, Fla. Stats. and Section 2-460 of the City Code of Ordinances;

WHEREAS, design funds in the amount of \$30,000 are available in the Capital Expansion Fund (310) Parks and Rec Impact Fee Reserve account, 3107200 59990; and

WHEREAS, Parks and Recreation Impact Fees may be expended for Parks and Recreation capital improvements such as design and construction of Phase II of the Main Beach Boardwalk.

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 expenditure of Parks and Recreation Impact Fees for design and construction of Phase II of the Main Beach Boardwalk.

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

ADOPTED this 5^h day of March, 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 COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-47
Adoption of Nassau County Affordable Housing Study

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-47

SYNOPSIS: The Board of County Commissioners appointed an Affordable Housing Advisory Committee (AHAC) consistent with Florida Statutes 420.9076. Since 2017, the AHAC has been working on a variety of strategies to ensure a diverse and affordable housing stock in Nassau County as the community grows.

The AHAC identified the need for baseline data on the County's housing issues in order to evaluate and recommend housing policies to ensure a diverse and affordable housing stock. In 2018, Nassau County partnered with the City of Fernandina Beach on a housing assessment conducted by the University of Florida's Shimberg Center for Housing Studies.

On January 28, 2019, the Nassau County Board of County Commissioners accepted the Housing Assessment by Resolution.

Completed in Fall 2018, the Nassau County Housing Affordability Assessment identified eleven key findings related to housing affordability in Nassau County, and four key areas for local affordable housing strategies: 1) diverse housing stock, 2) affordable rental housing, 3) affordable home ownership, and 4) jobs-housing-link.

On December 19, 2018, the AHAC recommended the Housing Affordability Assessment be forwarded to the Board of County Commissioners for consideration and acceptance. An acceptance of the Housing Affordability Assessment will enable the City to utilize the findings in evaluating and setting housing policies to ensure a diverse and affordable housing stock.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-47.

Dale Martin, City Manager 02/05/2019

Tammi E. Bach, City Attorney 02/15/2019



Date: January 18, 2019

Submitted By: Kelly Gibson, AICP, Planning Director

COMMISSION ACTION: Adopt

RESOLUTION 2019-47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING THE FINDINGS OF THE NASSAU COUNTY HOUSING AFFORDABILITY ASSESSMENT CONDUCTED BY THE UNIVERSITY OF FLORIDA SHIMBERG CENTER FOR HOUSING STUDIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners appointed an Affordable Housing Advisory Committee (AHAC) consistent with Florida Statutes 420.9076; and

WHEREAS, the AHAC is working on a variety of strategies to ensure a diverse and affordable housing stock in Nassau County as the community grows; and

WHEREAS, the AHAC identified the need for baseline data on the County's housing issues in order to evaluate and recommend housing policies to ensure a diverse and affordable housing stock; and

WHEREAS, in 2018, City of Fernandina Beach partnered with the Nassau County to complete a county-wide housing assessment conducted by the University of Florida's Shimberg Center for Housing Studies; and

WHEREAS, the Nassau County Housing Affordability Assessment identified eleven key findings related to housing affordability in Nassau County; and

WHEREAS, the Nassau County Housing Affordability Assessment recommends four key areas for local affordable housing strategies: 1) diverse housing stock, 2) affordable rental housing, 3) affordable homeownership, and 4) jobs-housing-transportation link; and

WHEREAS, an acceptance of the Housing Affordability Assessment will enable the City of Fernandina Beach to utilize the findings in evaluating and setting housing policies in the City to ensure a diverse and affordable housing stock.

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

SECTION 1. The City Commission accepts the findings of the 2018 Nassau County Housing Affordability Assessment conducted by the University of Florida Shimberg Center for Housing Studies and agrees it should be accepted and utilized in evaluating and setting housing policies in the City of Fernandina Beach.

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

ADOPTED this 5th day of March, 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

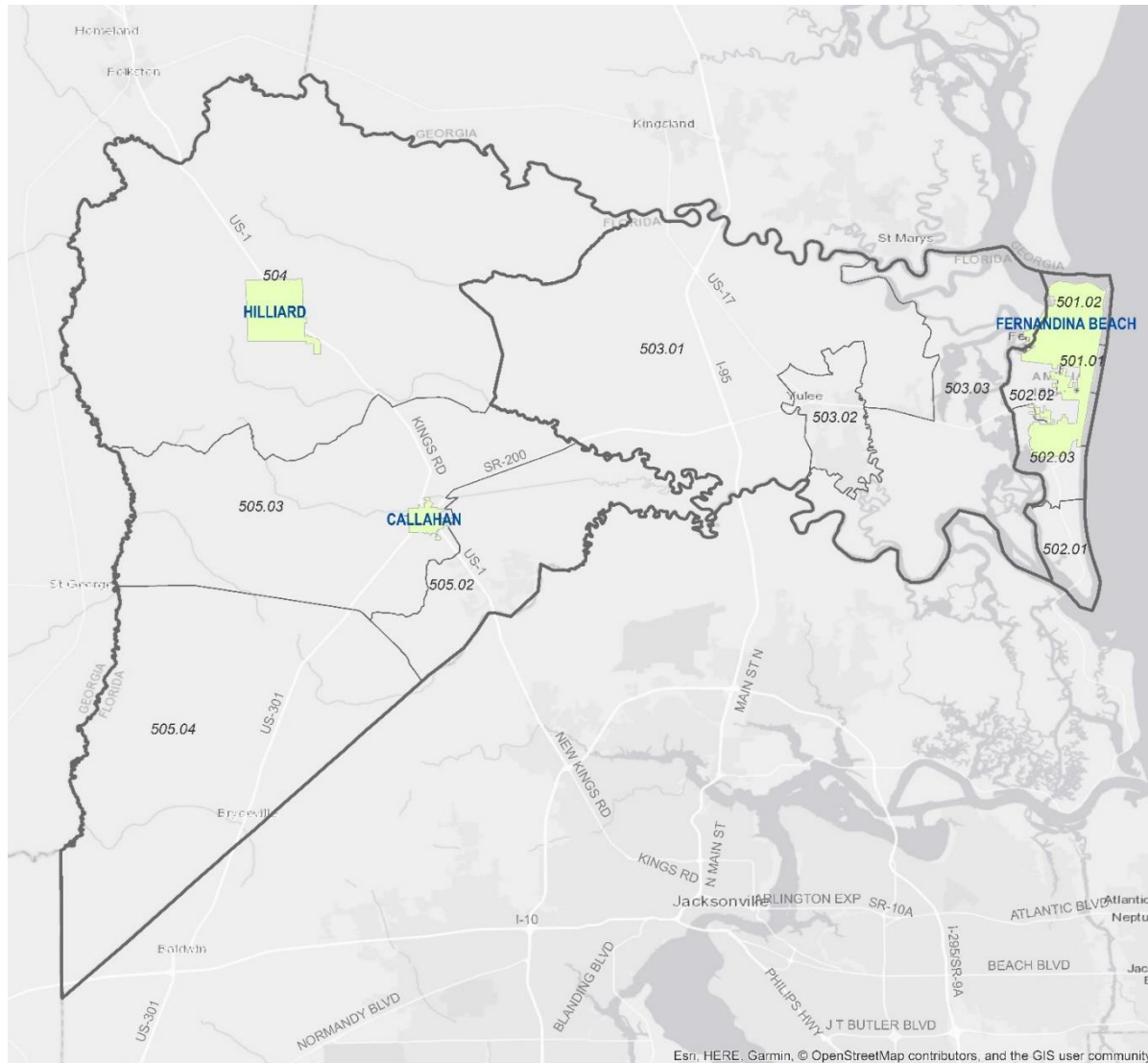
Nassau County Affordable Housing Assessment

Shimberg Center for Housing Studies
October 17, 2018

Key themes

- ▶ Affordability gap for renters and owners
- ▶ Potential to diversify housing stock, particularly through multifamily
- ▶ Subcounty differences, particularly Island as locus of both low-moderate wage jobs and high cost housing

Reference map: 3 regions



- ▶ **Region 1: Island**
 - ▶ Tracts 501.01, 501.02, 502.01, 502.02, 502.03
 - ▶ Includes Fernandina Beach
- ▶ **Region 2: Central**
 - ▶ Tracts 503.01, 503.02, 503.03
 - ▶ Includes Yulee
- ▶ **Region 3: Western**
 - ▶ Tracts 504, 505.02, 505.03, 505.04
 - ▶ Includes Hilliard and Callahan

Reference: Income and Rent Limits for Nassau County

	Income Limits by Household Size in Persons			
AMI Category	1	2	3	4
30%	\$14,700	\$16,800	\$18,900	\$20,970
50%	\$24,500	\$28,000	\$31,500	\$34,950
60%	\$29,400	\$33,600	\$37,800	\$41,940
80%	\$39,200	\$44,800	\$50,400	\$55,920
120%	\$58,800	\$67,200	\$75,600	\$83,880

	Rent Limits by Unit Size in Bedrooms				
AMI Category	0 BR	1 BR	2 BR	3 BR	4 BR
30%	\$367	\$393	\$472	\$545	\$608
50%	\$612	\$656	\$787	\$908	\$1,013
60%	\$735	\$787	\$945	\$1,090	\$1,216
80%	\$980	\$1,050	\$1,260	\$1,454	\$1,622
120%	\$1,470	\$1,575	\$1,890	\$2,181	\$2,433

Source: Florida Housing Finance Corporation, 2018 Combined Income and Rent Limits by County

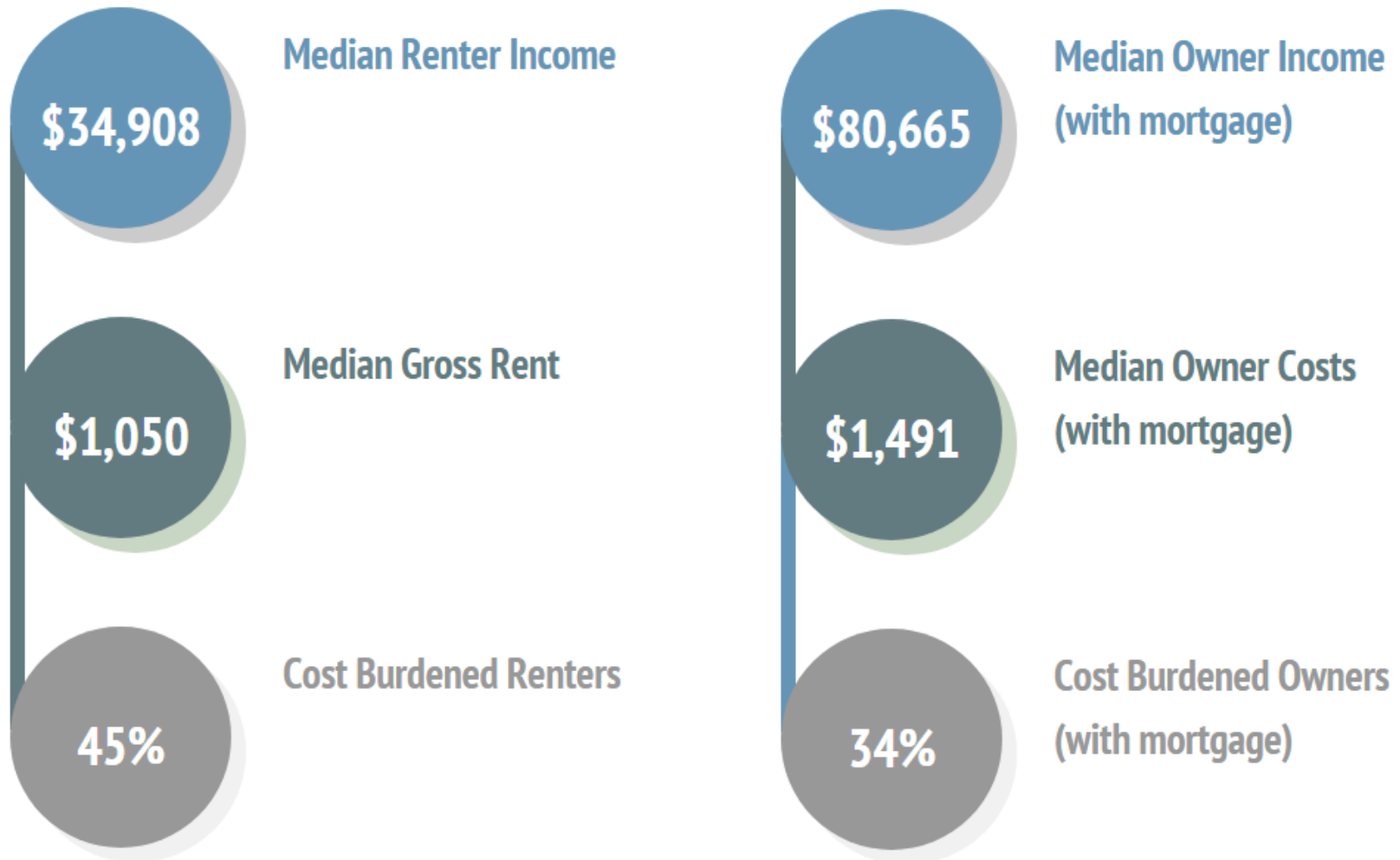
Nassau is a prosperous county, but incomes and housing costs vary widely by region.

Income and Housing Cost Summary, 2016

	Median Household Income			Median Gross Rent	Median Single Family Home Sale Price
	All	Owner	Renter		
Nassau County	\$59,196	\$68,096	\$34,908	\$1,050	\$237,000
Island (Region 1)					
501.01	\$42,179	\$54,506	\$26,319	\$1,070	\$280,000
501.02	\$56,430	\$65,399	\$51,071	\$1,223	\$262,000
502.01	\$136,964	\$145,833	\$79,432	\$3,267	\$775,000
502.02	\$72,574	\$85,429	\$51,233	\$1,281	\$359,750
502.03	\$70,050	\$80,667	\$48,396	\$995	\$500,000
Central (Region 2)					
503.01	\$72,417	\$78,673	\$60,865	\$1,190	\$203,400
503.02	\$52,417	\$63,490	\$30,317	\$853	\$194,100
503.03	\$63,366	\$75,702	\$24,307	\$1,271	\$269,650
Western (Region 3)					
504	\$52,277	\$58,375	\$34,375	\$859	\$180,000
505.02	\$61,998	\$65,142	\$42,407	\$1,099	\$218,900
505.03	\$49,722	\$62,670	\$26,684	\$795	\$156,250
505.04	\$62,736	\$65,857	\$33,750	\$846	\$195,000

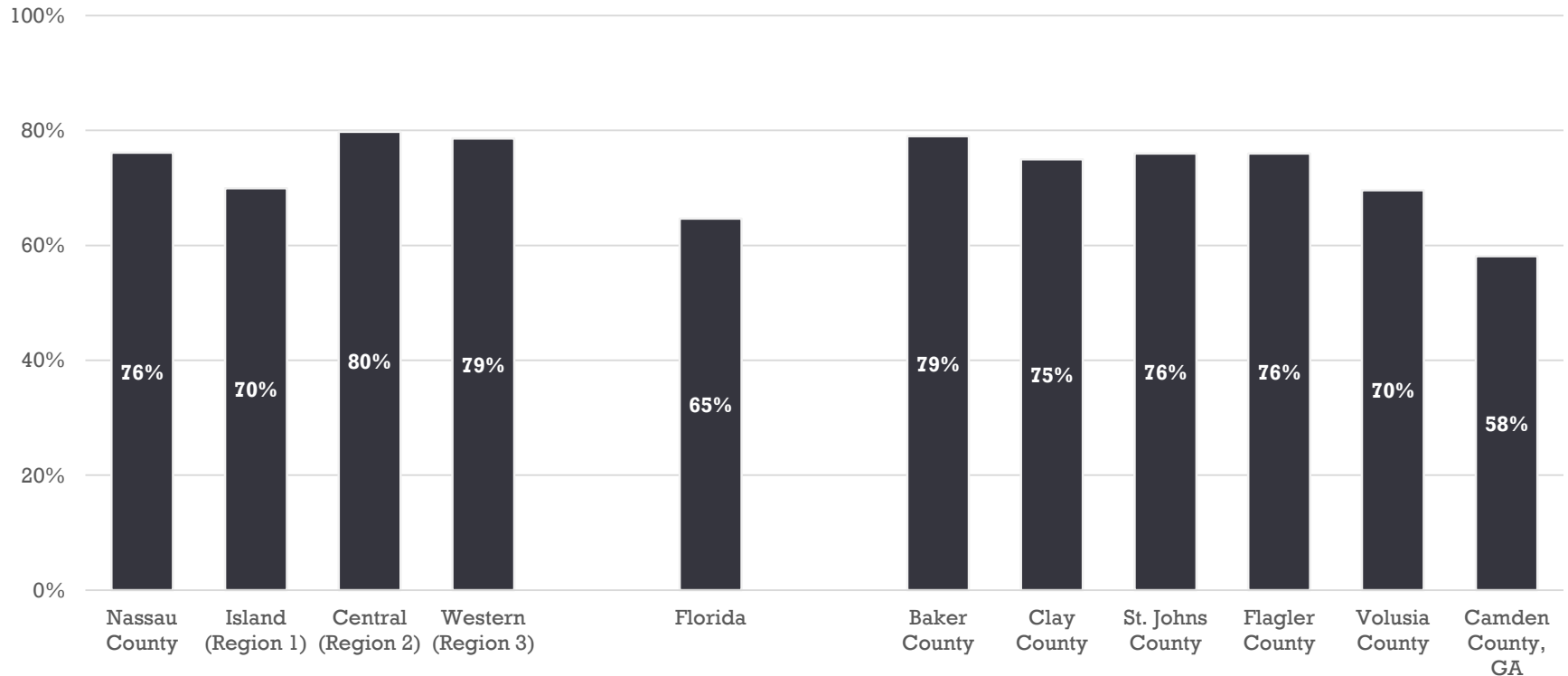
Sources: U.S. Census Bureau, 2016 5-Year American Community Survey for median income and rent; Florida Department of Revenue, Sales Data File, 2016 for median sales price.

Median renter income is less than half of median income for owners with mortgages. The gap between rents and mortgage costs is much narrower.



Homeownership rate

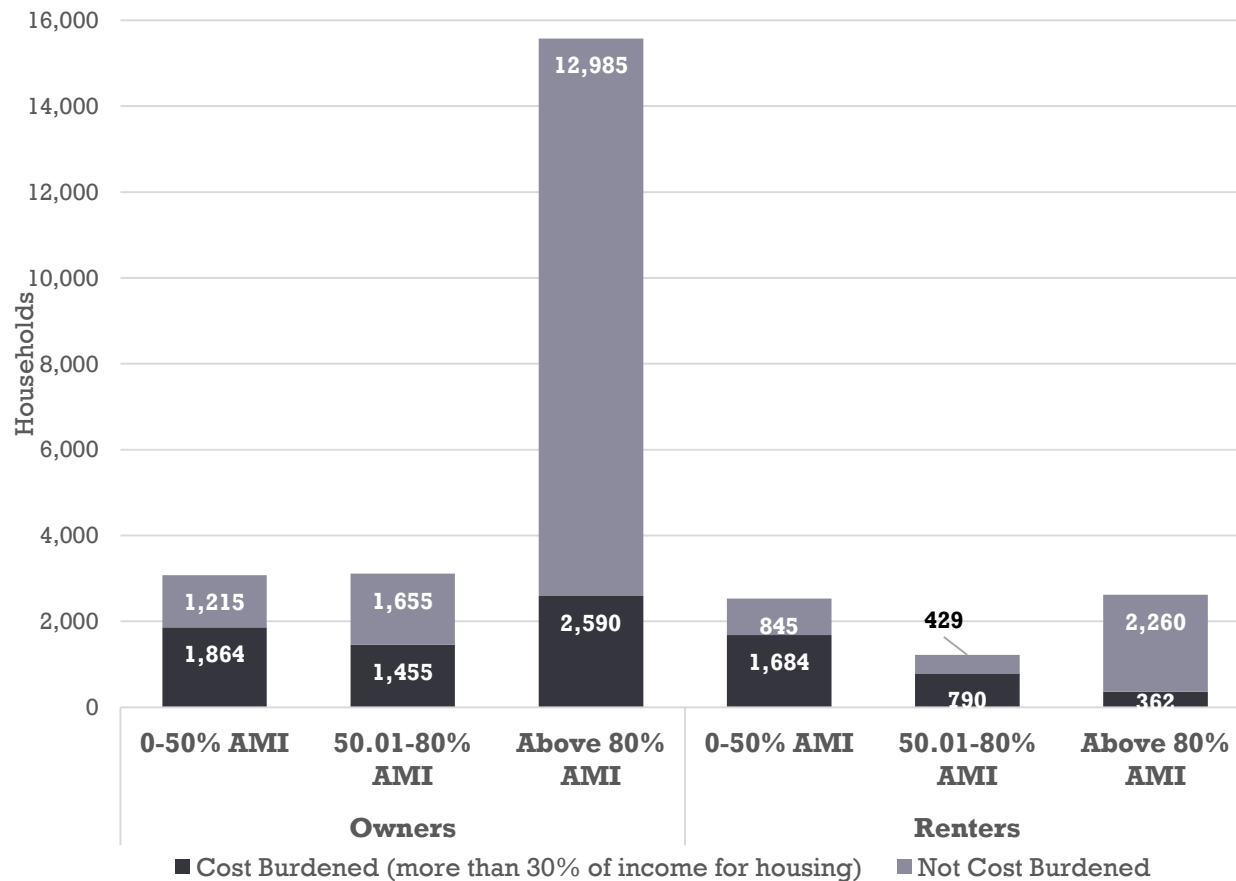
Percentage of Occupied Units with Owner Occupants, 2016



- ▶ **Countywide owner rate high compared to state; similar to peer counties**
- ▶ **Island is lower than other regions**
 - ▶ Age 65+ owner rate slightly lower (83% for Island vs. 87% for county)
 - ▶ More important: owner rate for *younger* (under 65) households lower in Island (60% in Island vs. 71% for county)

Most low-income households are cost burdened. Most higher income households are not.

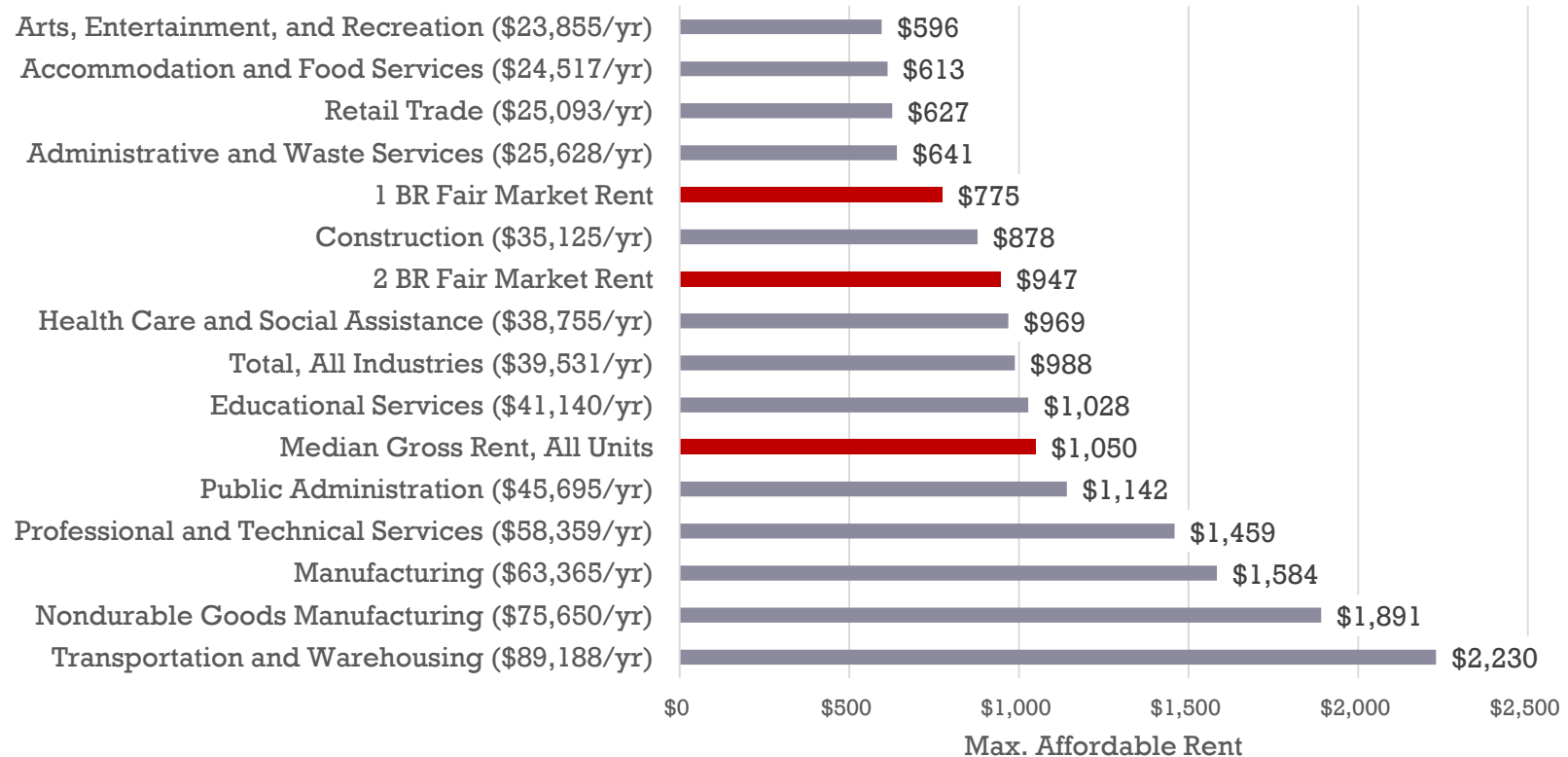
Cost Burdened Households by Income as a Percentage of Area Median Income (AMI), Nassau County, 2010-2014



- ▶ 5,909 owners (27%, including owners with no mortgage)
- ▶ 2,836 renters (45%)
- ▶ Trends are similar across the 3 regions

Rents outpace wages for several of the county's top industries.

Affordable Rents for Workers by Industry vs. Fair Market Rent, Nassau County

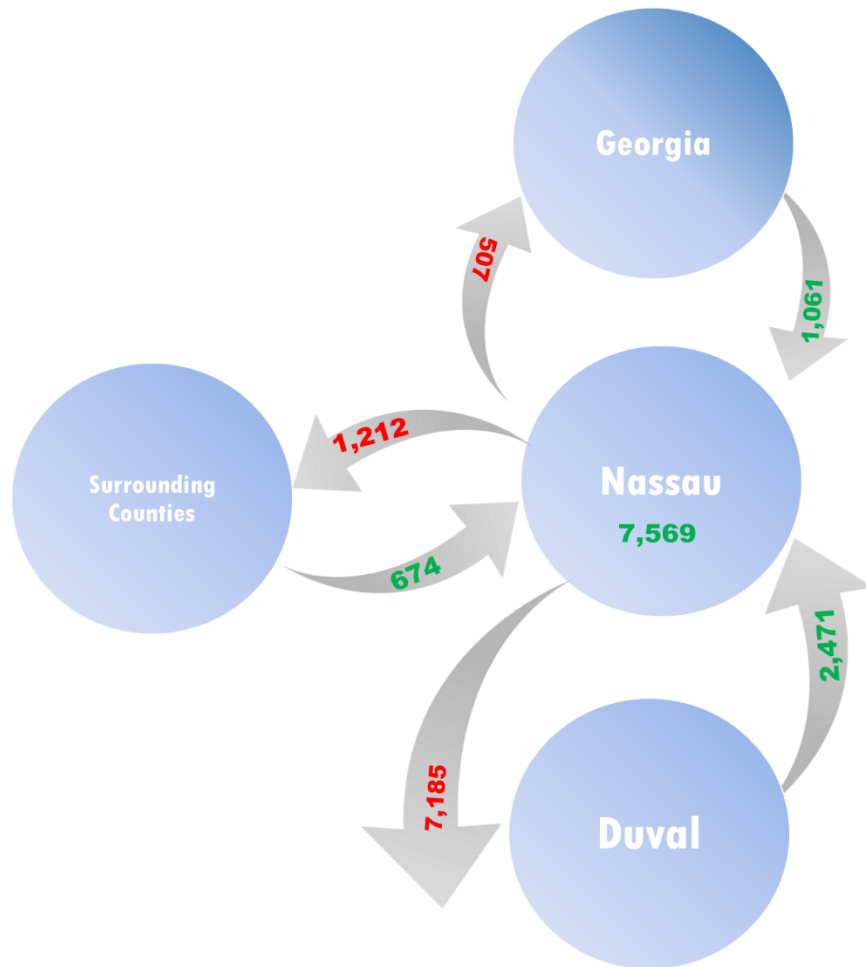


Based on average annual wage for industry. Maximum rent is 30% of monthly wage. Sources: Florida Agency for Workforce Innovation, 2017 Quarterly Census of Employment and Wages; U.S. Department of Housing and Urban Development, Fair Market Rents

- ▶ Accommodation and Food Services and Retail Trade are the county's top sectors for employment, comprising one-third of the county's 22,304 jobs.
- ▶ Both pay less on average than the wage needed to afford a one-bedroom apartment at HUD Fair Market Rent.

Most commutes for low and moderate wage jobs are within Nassau County or to Duval County.

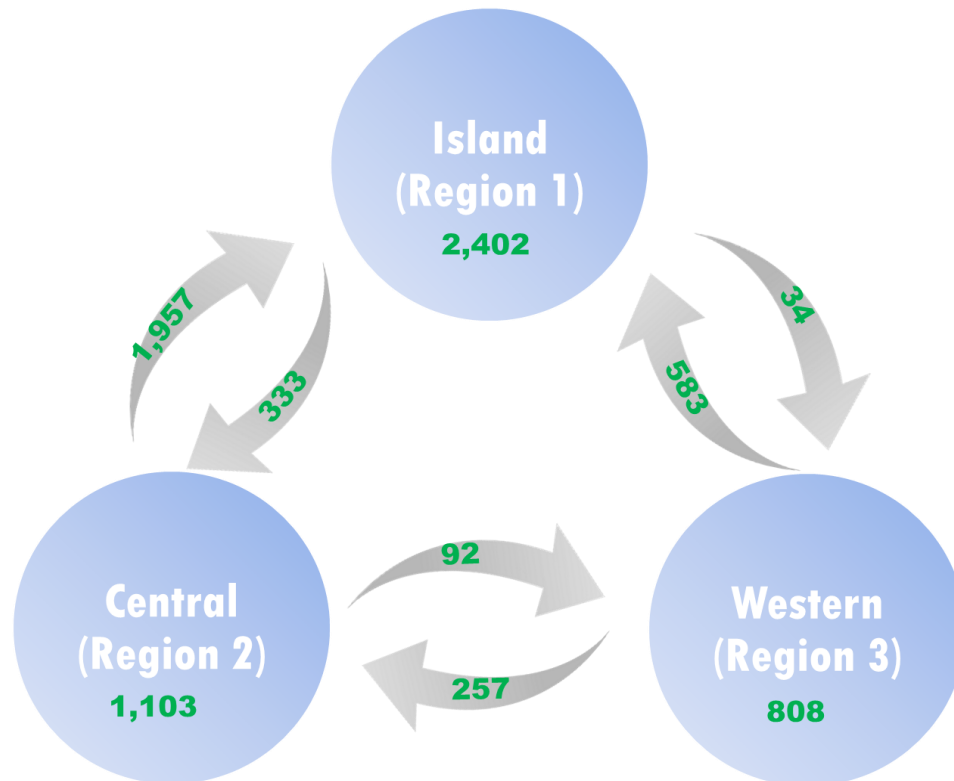
Low/moderate wage jobs by location and residency of worker, Nassau County and surrounding areas



- ▶ Jobs paying up to \$40,000 per year
- ▶ **Red** indicates outflow of workers (counted by jobs) from Nassau County
- ▶ **Green** indicates inflow to Nassau County
- ▶ Greatest exchange of workers is with Duval County
- ▶ Also significant in-county commuting

Largest in-county commute flow is **from** Island and Central homes **to** Island jobs.

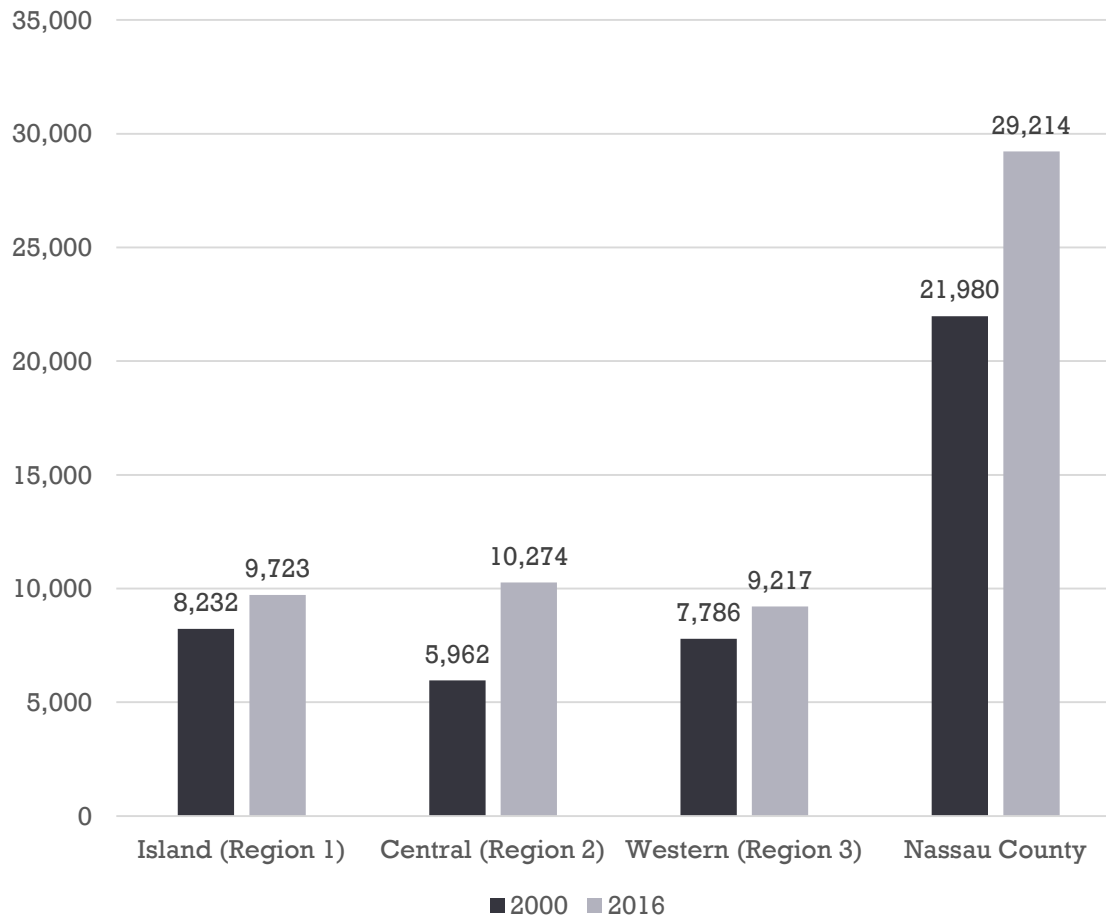
Low/moderate wage jobs by location and residency of worker, Nassau County regions



- ▶ Island region is the in-county job magnet
- ▶ Island is also the most common destination for workers outside of the county, but Central and Western also draw commuters (especially from Duval)

The county has grown rapidly in recent years, particularly in the Central region.

Occupied Housing Units by Region, 2000 and 2016

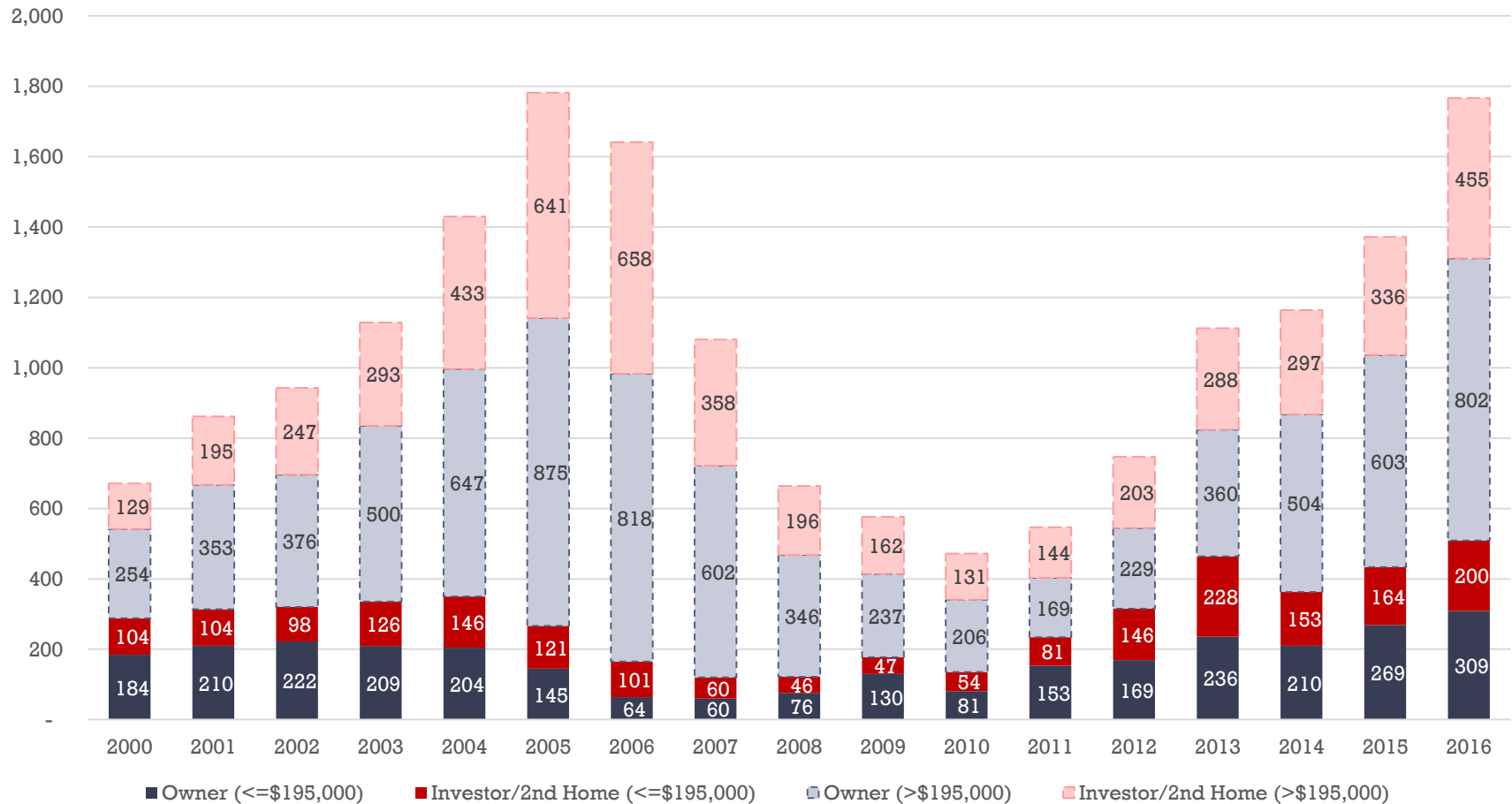


- ▶ County housing stock grew by 7,234 occupied units (33%) 2000-2016
- ▶ Central region surpassed other regions; increased housing stock by **72%** (4,312 units)
- ▶ Island and Western regions: 18% growth
- ▶ Single family homes made up most of the growth

Source: Shimberg Center analysis of U.S. Census Bureau, 2000 Census and 2016 American Community Survey.

Home sales volume is approaching boom levels, but affordable home sales to owners are limited.

Single Family Home Sales by Affordability and Owner Occupant Status, Nassau County, 2000-2016



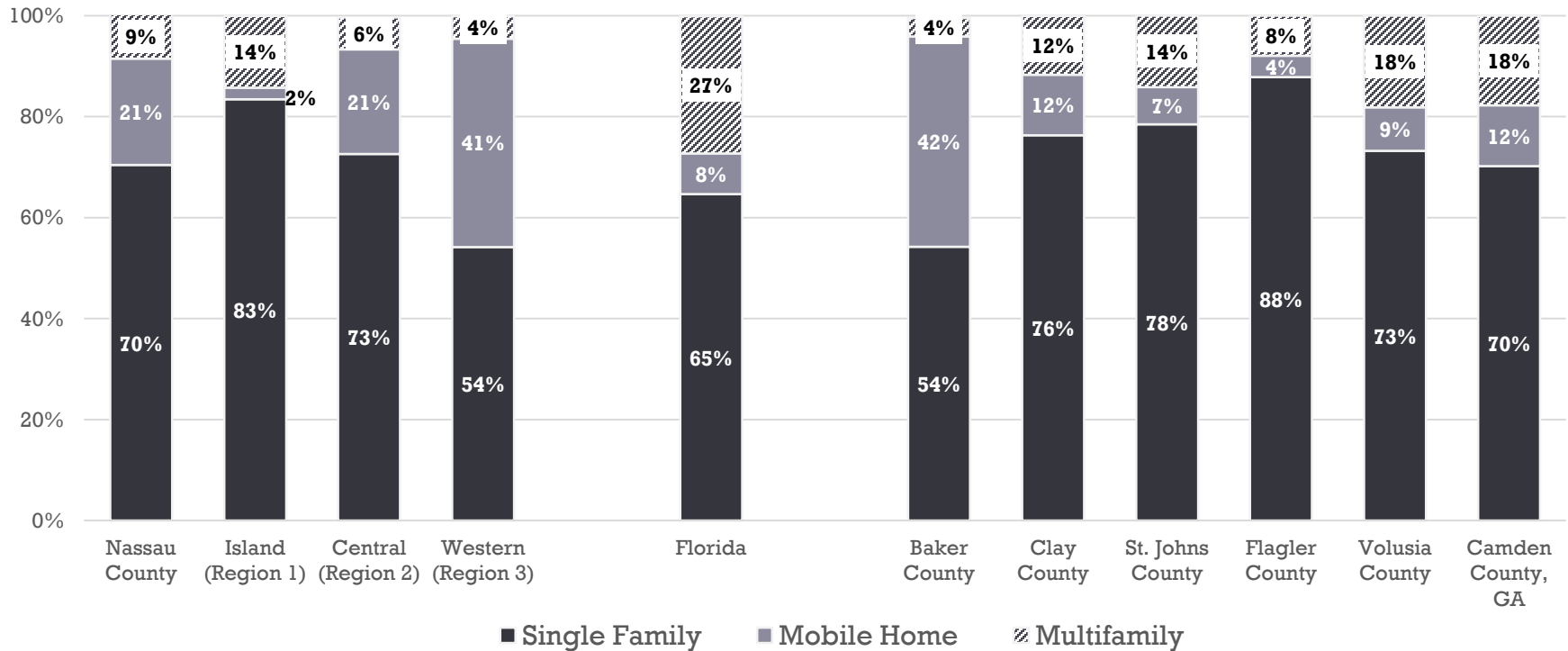
Sale prices in 2017 dollars. Owner occupancy is determined by homestead status of the property in the year following sale. "Affordable" sale price is \$195,000 or below, based on affordable sale price for a 2-person household at 80% AMI. Arms length, single family sales only. Source: Shimberg Center analysis of Florida Department of Revenue, Sales Data File

Home sales volume is approaching boom levels, but affordable home sales to owners are limited.

- ▶ Home sale volume is approaching peak (2005) level.
- ▶ Most growth has been in unaffordable sales, many to investors/2nd home buyers.
- ▶ Regional variation:
 - ▶ Island consistently dominated by unaffordable sales over boom and bust
 - ▶ Central region has higher sales volume, more to owners; recent growth in both affordable and unaffordable sales
 - ▶ Western region has very low volume but generally affordable sales.

Housing stock diversity: County, State and Peer Counties

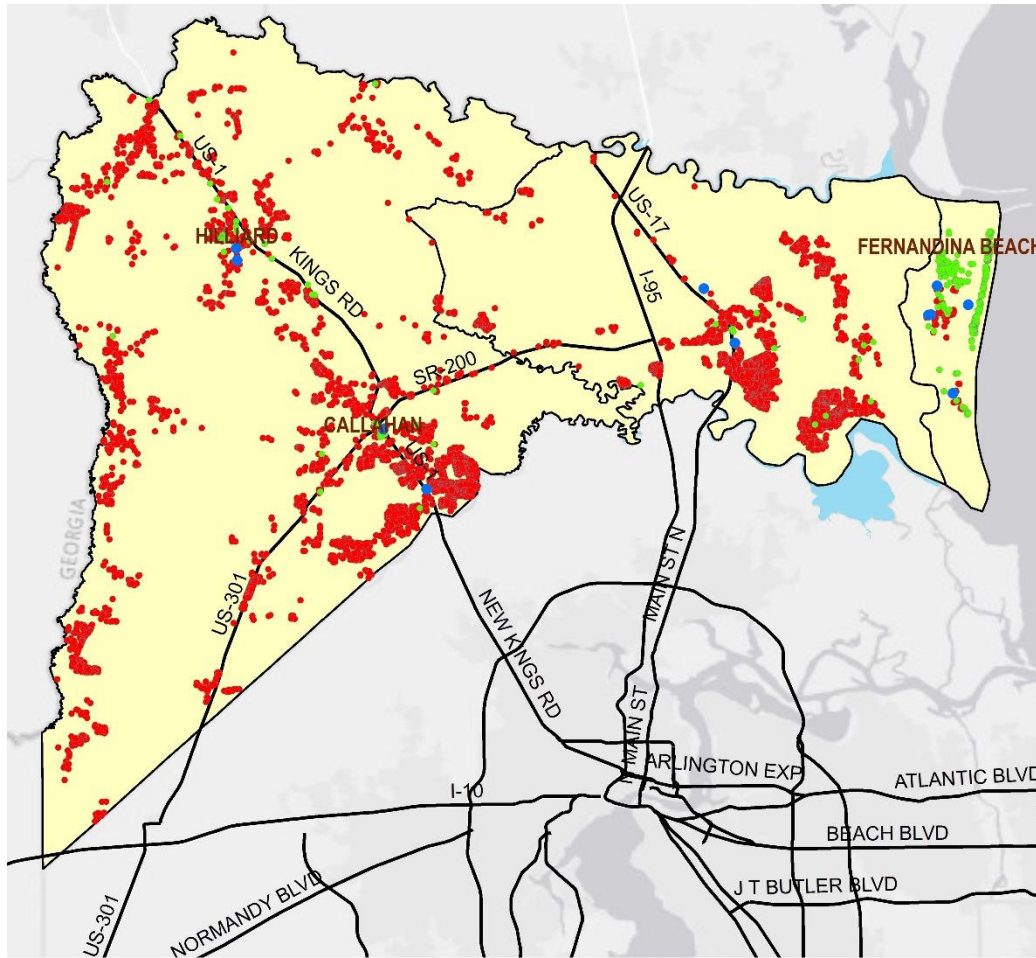
Occupied Housing Units by Type, 2016



Source: Shimberg Center analysis of U.S. Census Bureau, 2016 American Community Survey

- ▶ Heavily dominated by one-unit properties: single-family, mobile homes. Little multifamily.
- ▶ Clay and St. Johns Counties are closest peers

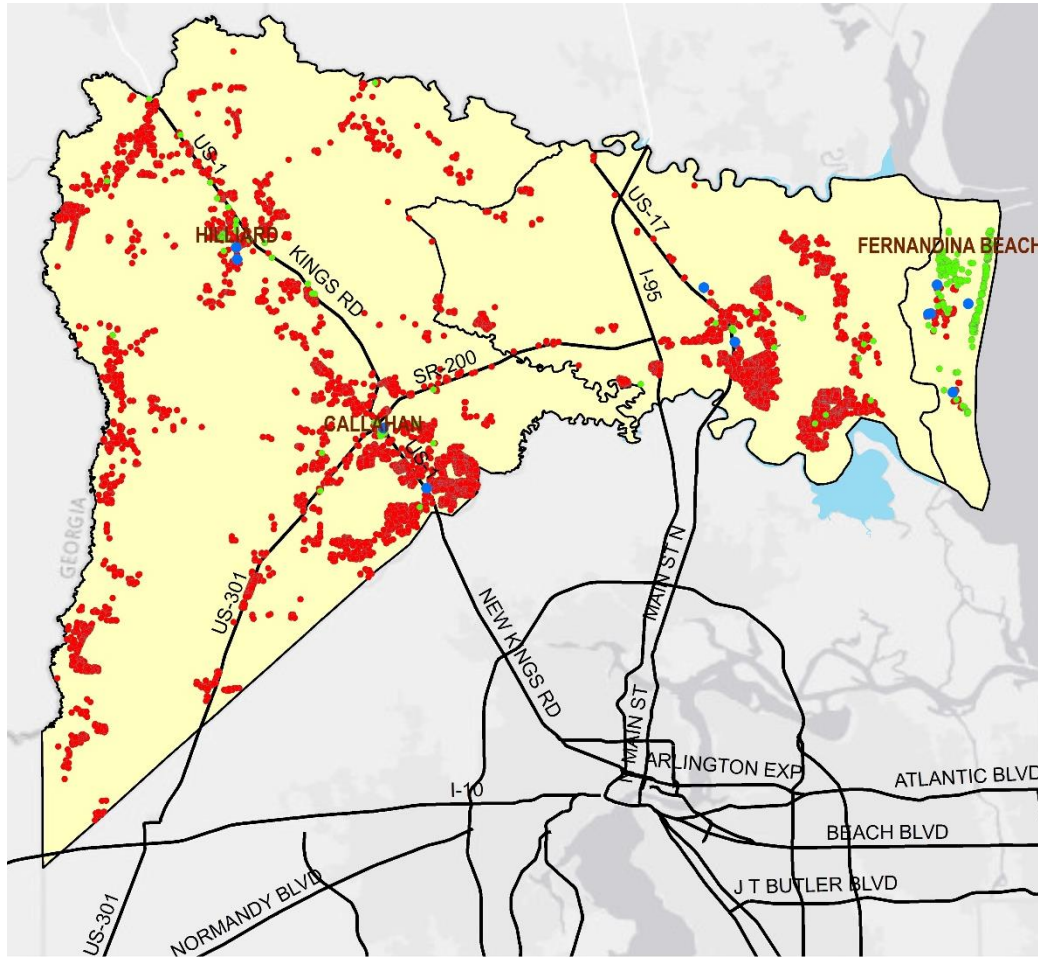
Individual manufactured home parcels are scattered throughout the Central and Western regions.



- ▶ 6,115 parcels
- ▶ Mix of owned, rental; 61% homesteaded
- ▶ Affordably priced: 2017 Q1-2 median sales price \$88,000

- Licensed Manufactured Home Community
- Manufactured Home Parcel
- Multifamily Home Parcel

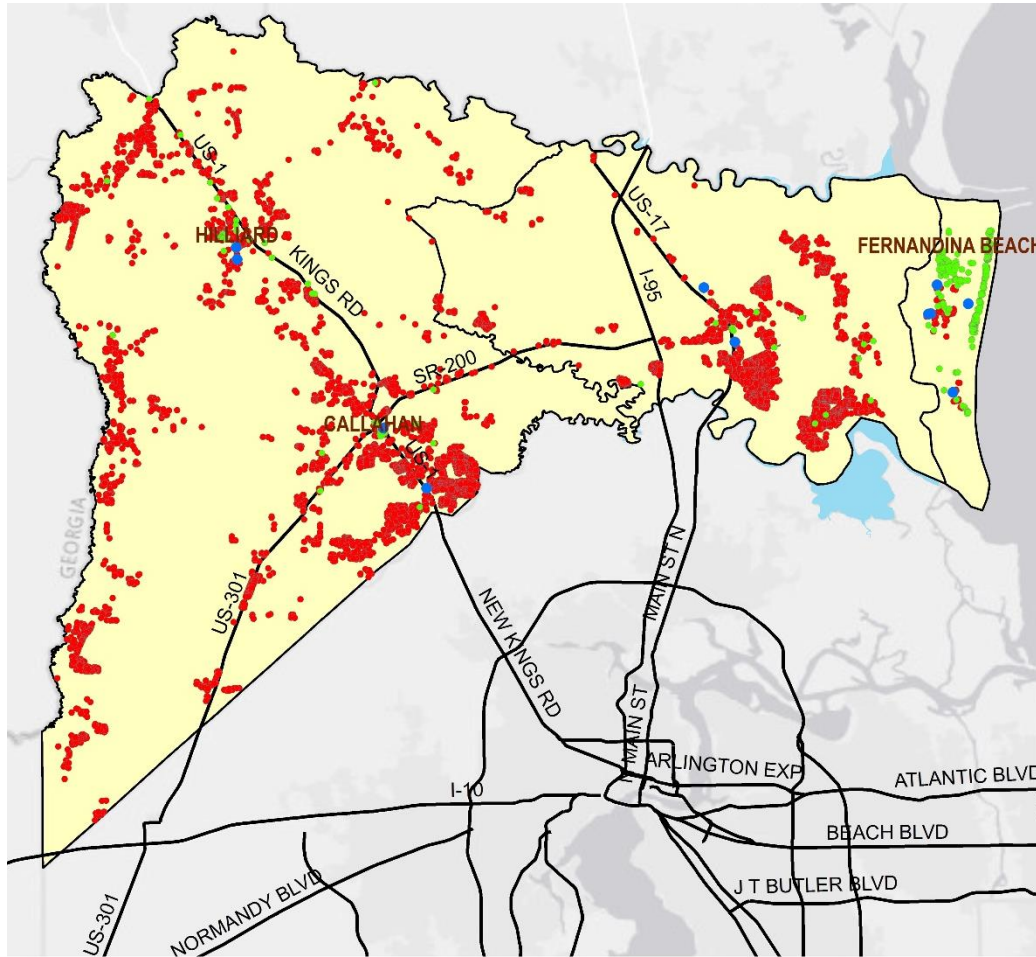
Manufactured housing communities are located in Fernandina Beach and along highway corridors.



- ▶ 11 state-licensed communities
- ▶ 247 lots

- Licensed Manufactured Home Community
- Manufactured Home Parcel
- Multifamily Home Parcel

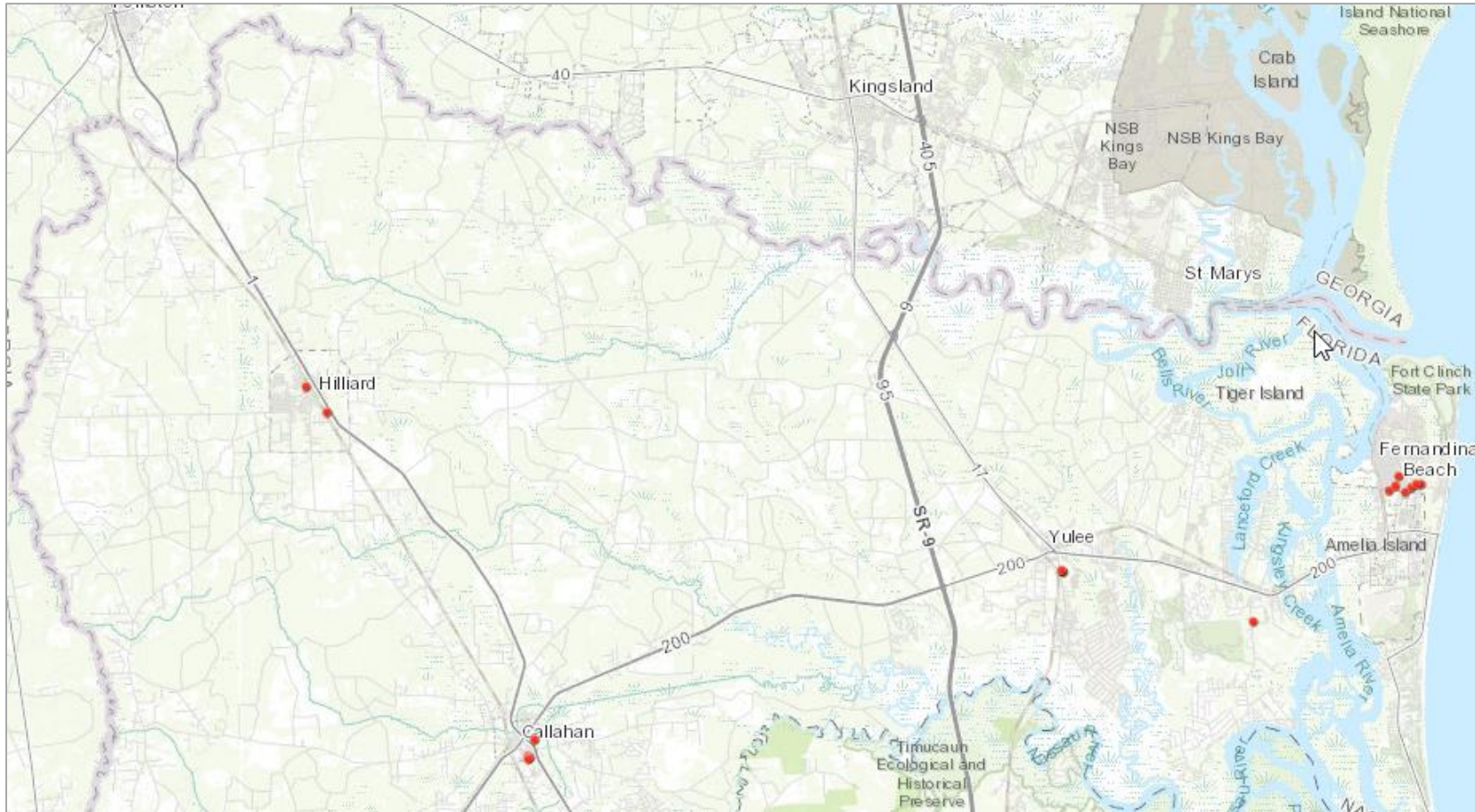
Limited multifamily stock concentrated in Island region



- Licensed Manufactured Home Community
- Manufactured Home Parcel
- Multifamily Home Parcel

- ▶ Smaller concentration along U.S. 1 in Western region
- ▶ Most developments small
 - ▶ 2-9 unit: 404 properties (24% homesteaded)
 - ▶ 10+ unit: 22 properties

Assisted and Public Housing



- ▶ 17 developments, 822 affordable units
- ▶ USDA Rural Development, Florida Housing Finance Corporation
- ▶ Average income \$18,935 (36% AMI)

Assisted Housing: Need for Preservation

▶ **Expiring subsidies**

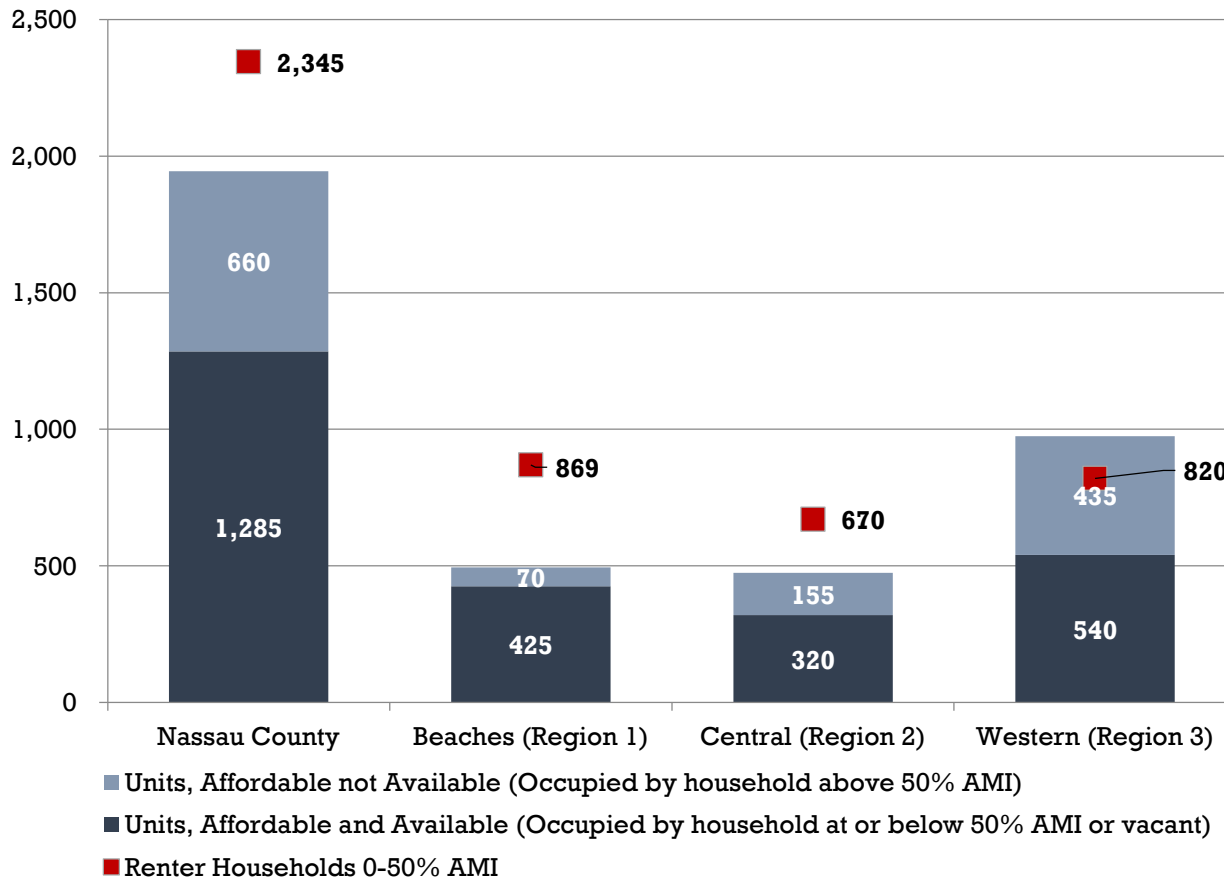
- ▶ Peppertree Village in Fernandina Beach
- ▶ Elderly development, 60 affordable units
- ▶ Mortgage/subsidies expire 2025

▶ **Aging properties may need preservation**

- ▶ 7 developments, 262 affordable units
- ▶ USDA Rural Development properties
- ▶ Built in 1980s
- ▶ May be at risk of deterioration and default without new subsidies (e.g. Low Income Housing Tax Credit)

Affordable/available rental units: 0-50% AMI

Affordable/Available Units at 50% AMI Compared to 0-50% AMI Renters, Nassau County, 2010-2014



- ▶ There are more households than *affordable* units countywide and in the Island and Central regions
- ▶ The Western region has sufficient *affordable* units, but insufficient *affordable/available* units (0-50% AMI renters compete with higher income renters)
- ▶ Countywide deficit: **1,060** affordable/available units at 0-50% AMI

Affordable/available rental units, 0-50% AMI: projected growth in gap

Projected Growth in Affordable/Available Deficit for 0-50 Percent AMI Renters, Nassau County, 2010/2014 baseline to 2040

Year	Projected Units Needed, Cumulative	Growth over Baseline	Growth over previous 5-year period
Baseline (2010 through 2014)	1,060	-	-
2020	1,262	202	-
2025	1,369	309	108
2030	1,464	404	94
2035	1,547	487	84
2040	1,626	566	79

- ▶ Based on past trends and population projections by age; could change based on changes in growth, demographics
- ▶ Estimates and projections intended as illustration of scale of need over time, not hard and fast need numbers
- ▶ Gap projected to grow by ~80-100 units every 5 years over baseline

Source: Shimberg Center analysis of HUD 2010-14 Comprehensive Housing Affordability Strategy (CHAS) data and the Affordable Housing Needs Analysis (AHNA) model. AHNA household projections based on 2000 and 2010 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida. Assumes baseline gap from 2010-2014 HUD CHAS data and percentage growth in households for AHNA projections.

Cost-burdened owners, 50-80% AMI: projected growth in households

Projected Growth in Cost Burdened Owner Households at 50-80% AMI, Nassau County, 2010/2014 baseline to 2040

Year	Projected Households
Baseline (2010 through 2014)	1,455
2020	1,747
2025	1,913
2030	2,055
2035	2,183
2040	2,307

Source: Shimberg Center analysis of HUD 2010-14 Comprehensive Housing Affordability Strategy (CHAS) data and the Affordable Housing Needs Analysis (AHNA) model. AHNA household projections based on 2000 and 2010 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida. Assumes baseline cost burdened household count from 2010-2014 HUD CHAS data and percentage growth in households for AHNA projections.

- ▶ Baseline cost burdened households: **1,455** cost-burdened owners at 50-80% AMI
- ▶ Same caveats: based on past trends, intended as scale of need over time
- ▶ Households projected to grow by 100-200 every 5 years from 2020 on
- ▶ Affordable home sale price range based on income limits:
 - ▶ Low: \$146,000 (2 person, 50% AMI)
 - ▶ High: \$219,000 (3 person, 80% AMI)
- ▶ Option: include lower income households (e.g. 30-50% AMI)

Key strategy areas

Affordable rental housing

- Preserve and expand supply
- Focus on 0-50% AMI households
- Naturally occurring and subsidized

Affordable homeownership

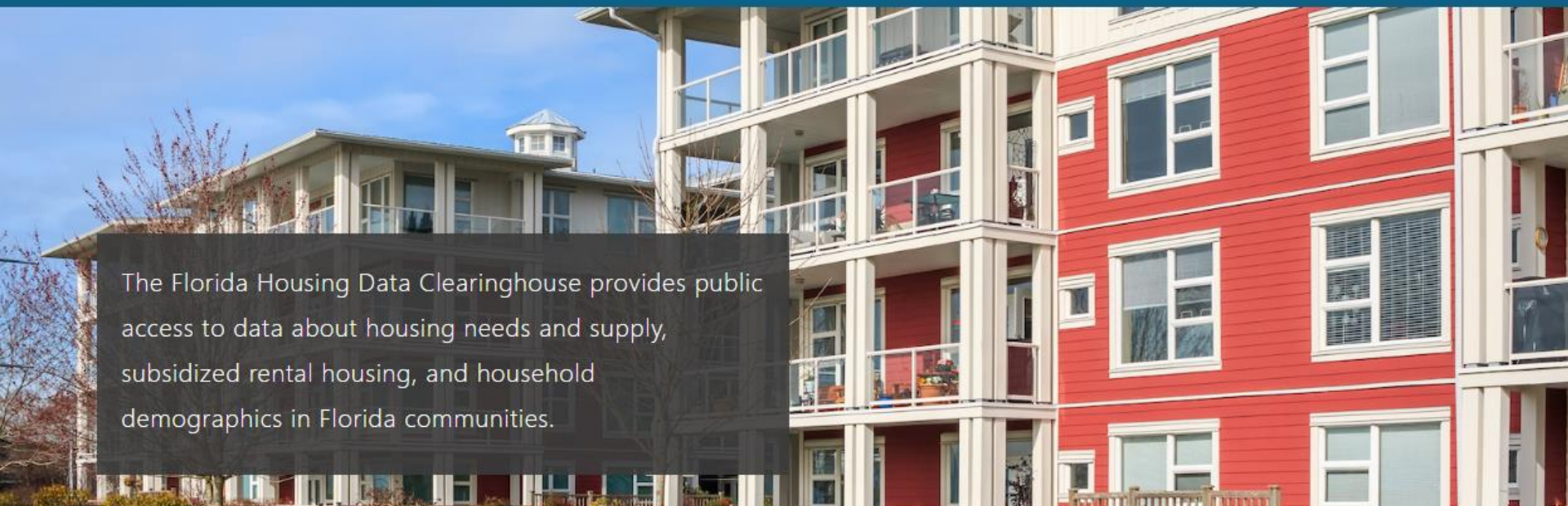
- Expand supply of affordable for-sale units
- Focus on either 30-80% or 50-80% AMI households

Diverse housing stock

- Expand alternatives to single family homes, particularly multifamily

Jobs-housing-transportation link

- Locate affordable housing for low-mod wage workers on Island
- Ensure affordable transportation to Island from other regions



The Florida Housing Data Clearinghouse provides public access to data about housing needs and supply, subsidized rental housing, and household demographics in Florida communities.

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Nassau County Housing Affordability Assessment

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Revised November 2018

DRAFT FOR AHAC REVIEW – DECEMBER 19, 2018

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Introduction

This report provides data on affordable housing needs and supply in Nassau County, Florida. The Shimberg Center developed the report on behalf of the Nassau County Department of Planning and Economic Opportunity and the City of Fernandina Beach, through an interlocal agreement.

The report examines these topics:

- How has Nassau County's population and housing stock grown in recent years?
- To what extent does the county provide a diverse housing stock for its residents?
- What is the character of the county's workforce and commuter inflows and outflows? To what extent do wages meet housing costs in the county?
- What are the county's affordable housing needs, and what supply is available to meet these needs?
- What are future projected affordable rental and homeownership needs?

We discuss these questions for Nassau County as a whole and for three distinct areas of the county. Figure I.1 shows the boundaries of these regions and their constituent Census tracts:

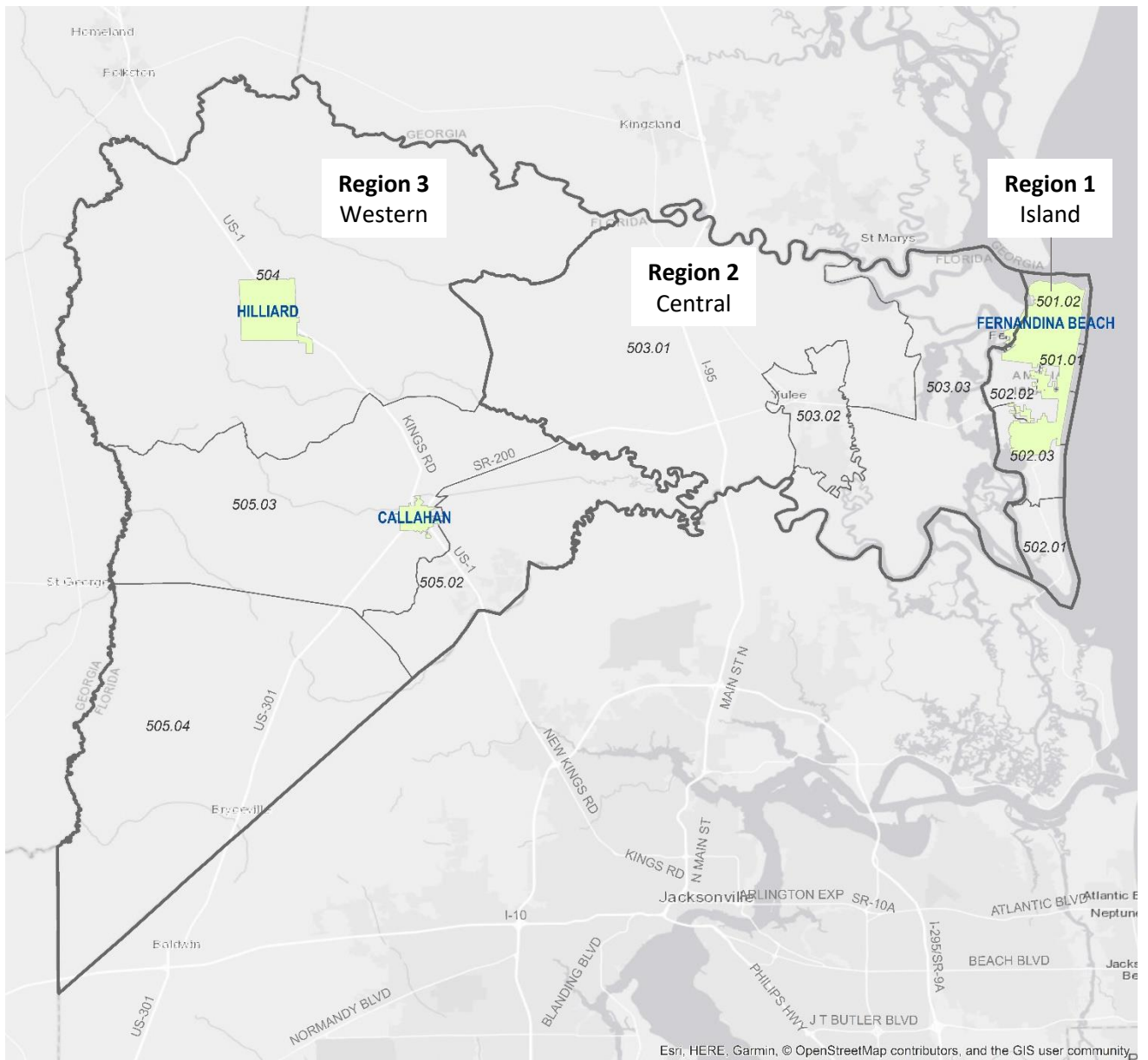
- **Region 1, Island:** This region extends along the Atlantic coast and includes the city of Fernandina Beach. (Census tracts 501.01, 501.02, 502.01, 502.02, and 502.03)
- **Region 2, Central:** This region includes Yulee, a rapidly developing section of State Road 200, and the US-17 and I-95 corridors. The East Nassau Community Planning Area (ENCPA) and William Burgess District fall in this region. (Census tracts 503.01, 503.02, and 503.03)
- **Region 3, Western:** This region includes the towns of Hilliard and Callahan and the US 301 and US 1 corridors. (Census tracts 504, 505.02, 505.03, and 505.04)

Following a summary of findings, the report is organized into three main data sections:

- **Economic Overview** provides data on Nassau County's households and workforce. It describes the variation in incomes within the county, the breakdown between owner and renter households and their respective housing cost burdens, and the industry and commuting patterns that define Nassau County's economic base.
- **Nassau County's Housing Stock** describes the county's housing supply, including discussion of housing age and growth patterns, home prices, and the diversity of housing structure types.
- **The Affordable Housing Gap** shows the magnitude of affordable housing needs for low-income renters and owners in the county, including future projections.

The report concludes with recommendations of key focus areas for local affordable housing strategies based on the data findings.

Figure I.1. Nassau County Regions Reference Map



Notes on Terminology and Data

The main sources of data for the report are the U.S. Census Bureau's American Community Survey (ACS), HUD's Comprehensive Housing Affordability Strategy (CHAS) dataset, residential parcel and sales information from the Florida Department of Revenue's property appraiser dataset, and the Shimberg Center's Assisted Housing Inventory.

Where appropriate, we also compare Nassau County to peer counties in Florida and South Georgia: Baker, Clay, St. Johns, Flagler, Volusia, and Camden (Georgia). Most of these are

neighboring counties. Volusia County is included to provide an example of a more populous coastal county that also relies heavily on the tourism and retirement economic sectors. Duval County is not included in the peer county comparisons because its urban development and large population make it less comparable with Nassau, but it is included in the analysis of commuting flows in the Economic Overview section.

Unless otherwise noted, housing is referred to as **affordable** to a particular household if housing costs do not exceed 30 percent of household income. For homeowners, these costs include mortgage payments, property taxes, insurance, utilities, and mobile home or condominium association fees. For renters, housing costs include contract rent paid to the landlord plus utility costs.¹ Households paying more than 30 percent of income for housing costs are referred to as **cost burdened**.

Household income is expressed as a **percentage of Area Median Income (AMI)**, in keeping with the language used in eligibility requirements for various state and federal housing subsidy programs. Income as a percentage of AMI is adjusted by household size. Similarly, rental unit affordability is categorized by rent limits for various AMI levels, adjusted for the number of bedrooms in the unit. For reference, Table I.1 shows the 2018 income and rent limits at various AMI levels, unit sizes, and household sizes for Nassau County from Florida Housing Finance Corporation. While the values used for this analysis vary slightly from these values depending on the data source, these are close approximations.

Table I.1. Florida Housing Finance Corporation Income and Rent Limits for Nassau County, 2018

AMI Category	Rent Limits by Unit Size in Bedrooms					Income Limits by Household Size in Persons			
	0 BR	1 BR	2 BR	3 BR	4 BR	1	2	3	4
30%	\$367	\$393	\$472	\$545	\$608	\$14,700	\$16,800	\$18,900	\$20,970
50%	\$612	\$656	\$787	\$908	\$1,013	\$24,500	\$28,000	\$31,500	\$34,950
60%	\$735	\$787	\$945	\$1,090	\$1,216	\$29,400	\$33,600	\$37,800	\$41,940
80%	\$980	\$1,050	\$1,260	\$1,454	\$1,622	\$39,200	\$44,800	\$50,400	\$55,920
120%	\$1,470	\$1,575	\$1,890	\$2,181	\$2,433	\$58,800	\$67,200	\$75,600	\$83,880

Source: Florida Housing Finance Corporation, 2018 Combined Income and Rent Limits by County

Following HUD guidelines, households with incomes below 80 percent of AMI are referred to as **low-income**. A subset of these households with incomes below 50 percent of AMI are referred to as **very low-income**.

These terms and others found in the report are defined in a glossary included as Appendix 1.

¹ U.S. Census Bureau, American Factfinder. Retrieved from https://factfinder.census.gov/help/en/selected_monthly_owner_costs.htm and https://factfinder.census.gov/help/en/gross_rent.htm.

1. Summary of Key Findings

Nassau is a prosperous county overall, but incomes and housing costs vary widely by region.

Incomes, rents, and home sales prices are highest in the Island region, more moderate in the Central region and the portion of the Western region closest to Duval County, and lower in the rest of the Western region. Incomes and housing costs in Census tract 502.01 at the southern tip of Amelia Island are much higher than in the rest of the county.

Most low-income households spend more than they can afford for their housing.

Among renters, 67 percent of households at 0-50 percent AMI (1,684 households) and 65 percent at 50-80 percent AMI (790 households) are cost burdened, meaning they pay more than 30 percent of income for housing. Among owners, 61 percent of households at 0-50 percent AMI (1,864 households) and 47 percent at 50-80 percent AMI (1,455 households) are cost burdened.

Rents outpace wages for several of the county's top industries.

Three top industries in the county—Accommodation and Food Services, Administrative and Waste Services, and Arts, Entertainment, and Recreation—have average annual wages below \$26,000 per year. Wages at this level do not allow a renter to afford a one-bedroom apartment at HUD's Fair Market Rent.

The Island region is a magnet for low and moderate wage jobs in the county and metropolitan area.

The Island region is home to the largest number of low and moderate wage jobs in the county. Workers commute to these jobs both from within Nassau County and from Duval County and South Georgia.

Nassau County's housing stock is growing rapidly, particularly in the Central region.

The number of occupied housing units in the county grew by 33 percent between 2000 and 2016. The increase was the largest in the Central region, where the housing stock grew 72 percent during this time.

Home sale volume is returning to boom era levels, but affordable home sales to owners are limited.

The county had nearly as many single family home sales in 2016 (1,766 sales) as in 2005 (1,782 sales). Just 309 of these homes were sold to owner occupants at a price of \$195,000 or below. The rest were either higher priced or sold to investors and second home buyers.

The county's housing stock is dominated by single family homes and mobile homes.

Seventy percent of occupied units in Nassau County are single family homes. Compared to the state and its peer counties, Nassau County has a relatively large concentration of mobile homes (21 percent of units). Individual manufactured home parcels are scattered throughout the Central and Western regions.

The county's supply of multifamily housing is small.

Only nine percent of occupied housing units in the county are in multifamily buildings with two

or more units. The county's limited multifamily rental stock is concentrated in the Island region, mostly in buildings with fewer than 10 units.

Preserving Nassau County's assisted housing stock is critical to serving low-income renters.

Aging housing developments funded through USDA's Rural Development programs are at risk of expiring subsidies and deterioration without additional investment. These developments serve tenants with an average income of \$18,935 per year.

Nassau County has a baseline gap of 1,060 rental units that are affordable and available to renters with incomes at or below 50 percent of AMI.

The county has 2,345 renters with incomes below 50 percent of AMI and only 1,285 units that are affordable and available to them. This gap is expected to grow by at least 80-100 units every five years unless the affordable rental supply is expanded.

1,455 owners with incomes of 50.01-80 percent of AMI are cost burdened.

These households need access to an expanded supply of homes priced from \$146,000 to \$219,000 in order to meet their housing costs comfortably.

The report identifies four key areas for local affordable housing strategies:

Diverse housing stock	Affordable rental housing	Affordable homeownership	Jobs-housing-transportation link
•Expand multifamily alternatives to single-unit housing	•Preserve and expand supply •Focus on 0-50% AMI households •Naturally occurring and subsidized	•Expand supply of affordable for-sale units •Focus on 50-80% AMI households	•Locate affordable housing for low-mod wage workers on the Island •Ensure affordable transportation to the Island from other regions

2. Economic Overview

Income and Housing Costs Overview

Nassau County is a prosperous county. Its median household income is fifth highest in the state, trailing only St. Johns, Santa Rosa, Monroe, and Collier Counties. However, the overall figures mask a great deal of variation throughout the county.

As Table 2.1 shows, incomes, rents, and home sales prices are highest in the Island region, more moderate in the Central region and the portion of the Western region closest to Duval County, and lower in the rest of the Western region. Also, as is typical, incomes are lower for renters than for owners throughout the county.

Incomes and housing costs in Census tract 502.01 at the southern tip of Amelia Island are much higher than in the rest of the county. In 2016, 47 single family homes sold in the area with a median price of \$775,000. A quarter of those homes sold for \$1 million or more.

Table 2.1. Income and Housing Cost Summary, 2016

	Median Household Income			Median Gross Rent	Median Single Family Home Sale Price
	All	Owner	Renter		
Nassau County	\$59,196	\$68,096	\$34,908	\$1,050	\$237,000
Island (Region 1)					
501.01	\$42,179	\$54,506	\$26,319	\$1,070	\$280,000
501.02	\$56,430	\$65,399	\$51,071	\$1,223	\$262,000
502.01	\$136,964	\$145,833	\$79,432	\$3,267	\$775,000
502.02	\$72,574	\$85,429	\$51,233	\$1,281	\$359,750
502.03	\$70,050	\$80,667	\$48,396	\$995	\$500,000
Central (Region 2)					
503.01	\$72,417	\$78,673	\$60,865	\$1,190	\$203,400
503.02	\$52,417	\$63,490	\$30,317	\$853	\$194,100
503.03	\$63,366	\$75,702	\$24,307	\$1,271	\$269,650
Western (Region 3)					
504	\$52,277	\$58,375	\$34,375	\$859	\$180,000
505.02	\$61,998	\$65,142	\$42,407	\$1,099	\$218,900
505.03	\$49,722	\$62,670	\$26,684	\$795	\$156,250
505.04	\$62,736	\$65,857	\$33,750	\$846	\$195,000

Sources: U.S. Census Bureau, 2016 5-Year American Community Survey for median income and rent; Florida Department of Revenue, Sales Data File, 2016 for median sales price. Regionwide median incomes and rents are not available in the American Community Survey data. Regionwide median sales prices are discussed in the “Nassau County’s Housing Stock” section below. Note that median income and rent figures come from survey data with a margin of error that can be substantial (available on request). Sales data includes arm’s length transactions only.

Tenure and Cost Burden

Nassau County's homeownership rate is 76 percent, similar to its peer counties in Florida but higher than the rates for Florida statewide or in adjacent Camden County, Georgia (Table 2.2).

The homeownership rates are particularly high in the Central and Western regions. On the Island, lower homeownership among non-elderly households brings down the overall ownership rate. Sixty percent of Island homeowners under age 65 own their homes, compared to 71 percent in the county as a whole.

Table 2.2. Households by Tenure, 2016

	Owner Households	Renter Households	Total	Homeownership Rate
Nassau County	22,238	6,976	29,214	76%
Island (Region 1)	6,799	2,924	9,723	70%
Central (Region 2)	8,194	2,080	10,274	80%
Western (Region 3)	7,245	1,972	9,217	79%
Peer Counties				
Baker County	6,557	1,713	8,270	79%
Clay County	52,729	17,798	70,527	75%
St. Johns County	61,866	19,442	81,308	76%
Flagler County	29,333	8,817	38,150	77%
Volusia County	142,935	62,375	205,310	70%
Camden County, GA	10,846	7,812	18,658	58%
State				
Florida	4,787,320	2,605,942	7,393,262	65%

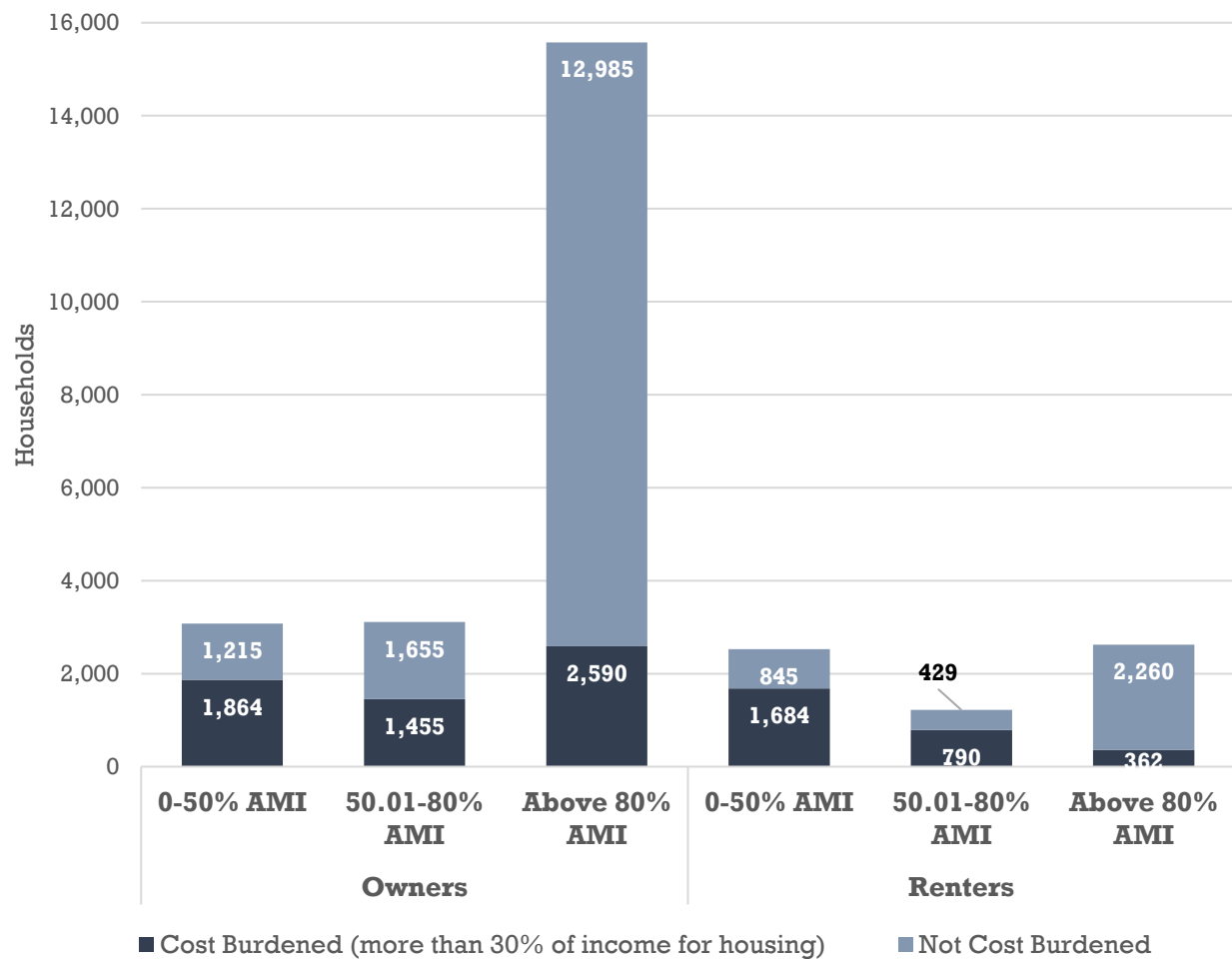
Source: U.S. Census Bureau, 2016 5-Year American Community Survey

Most low-income households in the county pay more than 30 percent of their income for housing costs. For homeowners, these costs include mortgage payments, taxes, insurance, utility costs, and association fees. For renters, they include contract rent paid to the landlord and tenant-paid utility costs (see the glossary in Appendix 1).

Table 2.3 shows the breakdown of the county's households by tenure, income as a percentage of AMI, and cost burden. Figure 2.1 shows the same information graphically. They show that far more homeowners than renters fall into the highest income category (above 80 percent of AMI). Therefore, while a minority of households in the county rent their homes, renters as a group are disproportionately at risk of housing cost burden.

Table 2.3 and Figure 2.1. Households by Tenure, Income and Cost Burden, 2010 through 2014

	Income	Cost Burdened (more than 30% of income for housing)	Not Cost Burdened	% Cost Burdened
Owners	0-50% AMI	1,864	1,215	61%
	50.01-80% AMI	1,455	1,655	47%
	Above 80% AMI	2,590	12,985	17%
	Total Owners	5,909	15,855	27%
Renters	0-50% AMI	1,684	845	67%
	50.01-80% AMI	790	429	65%
	Above 80% AMI	362	2,260	14%
	Total Renters	2,836	3,534	45%



Source: Shimberg Center analysis of HUD 2010-14 Comprehensive Housing Affordability Strategy (CHAS) data

Utility costs add to the housing cost burden of low-income households (below 80 percent AMI). Even though owners' utility costs are lower on average than renters' costs, utilities can make up an especially large *percentage* of owners' housing costs; the owner group includes households that have paid off their mortgages entirely. On average, low-income, cost burdened renters pay \$225 per month for utilities, or 20 percent of their overall housing cost. Low-income, cost burdened owners pay an average of \$187 per month, or 26 percent of their overall housing cost.²

Industry Wages and Housing Costs

As is true throughout Florida, Nassau County's employment base is heavily concentrated in service sector industries. While these industries can create high paying jobs, they also create a number of positions whose wages make it difficult to afford housing.

The National Low Income Housing Coalition's annual *Out of Reach* report calculates the "housing wages" required for a single, full-time worker to pay no more than 30 percent of income for a unit at HUD's Fair Market Rent (FMR). For the Jacksonville Metropolitan Statistical Area, which includes Nassau County, these wages are as follows:

- \$31,000/year to afford a 1-bedroom unit (\$775/month FMR)
- \$37,880/year to afford a 2-bedroom unit (\$947/month FMR)
- \$49,920/year to afford a 3-bedroom unit (\$1,248/month FMR)³

Table 2.4 shows average annual wages for jobs for industry sectors with at least 500 employees in Nassau County and the maximum amount the average wage would allow a worker to pay for housing costs, again assuming a single worker pays no more than 30 percent of income for housing. Industries in **bold** have average wages below the one-bedroom housing wage.

Unsurprisingly given the county's tourism and retirement activity, **the largest industry categories are Accommodation and Food Services and Retail Trade. Both pay less on average than the one-bedroom housing wage.** The 2017 Quarterly Census of Employment and Wages showed 4,622 workers employed in the Accommodation and Food Services sector and 3,118 workers in the Retail Trade sector. Together, these two sectors make up 35 percent of the total workers counted in Nassau County. Administrative and Waste Services, another field with average wages below the one-bedroom housing wage, accounts for an additional 2,095 workers, or nine percent of total jobs.

² Includes owners with and without mortgages. Source: U.S. Census Bureau, 2016 5-Year American Community Survey.

³ National Low Income Housing Coalition, [Out of Reach 2018: Florida](#).

Table 2.4. Average Wages and Maximum Affordable Housing Payment by Industry (500+ employees), Nassau County, 2017

Industry	Number of Workers	Average Annual Wages	Max. Affordable Monthly Housing Payment (30% of Income)
Total, All Industries	22,304	\$39,531	\$988
Accommodation and Food Services	4,622	\$24,517	\$613
Retail Trade	3,118	\$25,093	\$627
Health Care and Social Assistance	2,140	\$38,755	\$969
Administrative and Waste Services	2,095	\$25,628	\$641
Educational Services	1,634	\$41,140	\$1,028
Manufacturing	1,369	\$63,365	\$1,584
Public Administration	1,112	\$45,695	\$1,142
Construction	1,042	\$35,125	\$878
Transportation and Warehousing	938	\$89,188	\$2,230
Nondurable Goods Manufacturing	895	\$75,650	\$1,891
Professional and Technical Services	678	\$58,359	\$1,459
Arts, Entertainment, and Recreation	601	\$23,855	\$596

Source: Florida Agency for Workforce Innovation, 2017 Quarterly Census of Employment and Wages

This comparison is intended as an illustration of the employment-wage gap. For some households, it may overstate the wage gap because households may have more than one worker, or a worker may hold more than one job.⁴ For others, it may understate the gap because many part-time and entry-level workers have wages well below the average for their industries. In addition, workers in Nassau County may have trouble finding a unit available at the regional FMR, which is calculated based on housing available throughout the Jacksonville region (Nassau County plus Clay, Duval, and St. Johns Counties).

Commuting Flows

Nassau County's employment base creates needs for housing within the county, but the county is also part of a metropolitan region with inflows and outflows of workers. Many lower paying jobs in Nassau County are filled by commuters from the surrounding counties in Northeast Florida and South Georgia, and vice versa.

Figures 2.2-2.3 below use data from the Census Bureau's *On the Map* application to show the flow of workers from homes to low- and moderate-wage jobs, defined as jobs paying no more than \$3,333 per month. Jobs may be full-time or part-time, and a single worker may fill more than one job. Numbers in green are Nassau County jobs that are filled by workers commuting from within

⁴ Statewide, renter households with at least one working adult have an average of 1.51 workers per household, and a median of one worker per household. That is, single-worker households are the most common configuration for working renter households. From a Shimberg Center analysis of the U.S. Census Bureau's 2017 American Community Survey.

or outside the county. Numbers in red show jobs outside of the county that are filled by Nassau County residents. The arrows show the direction of the commute.⁵

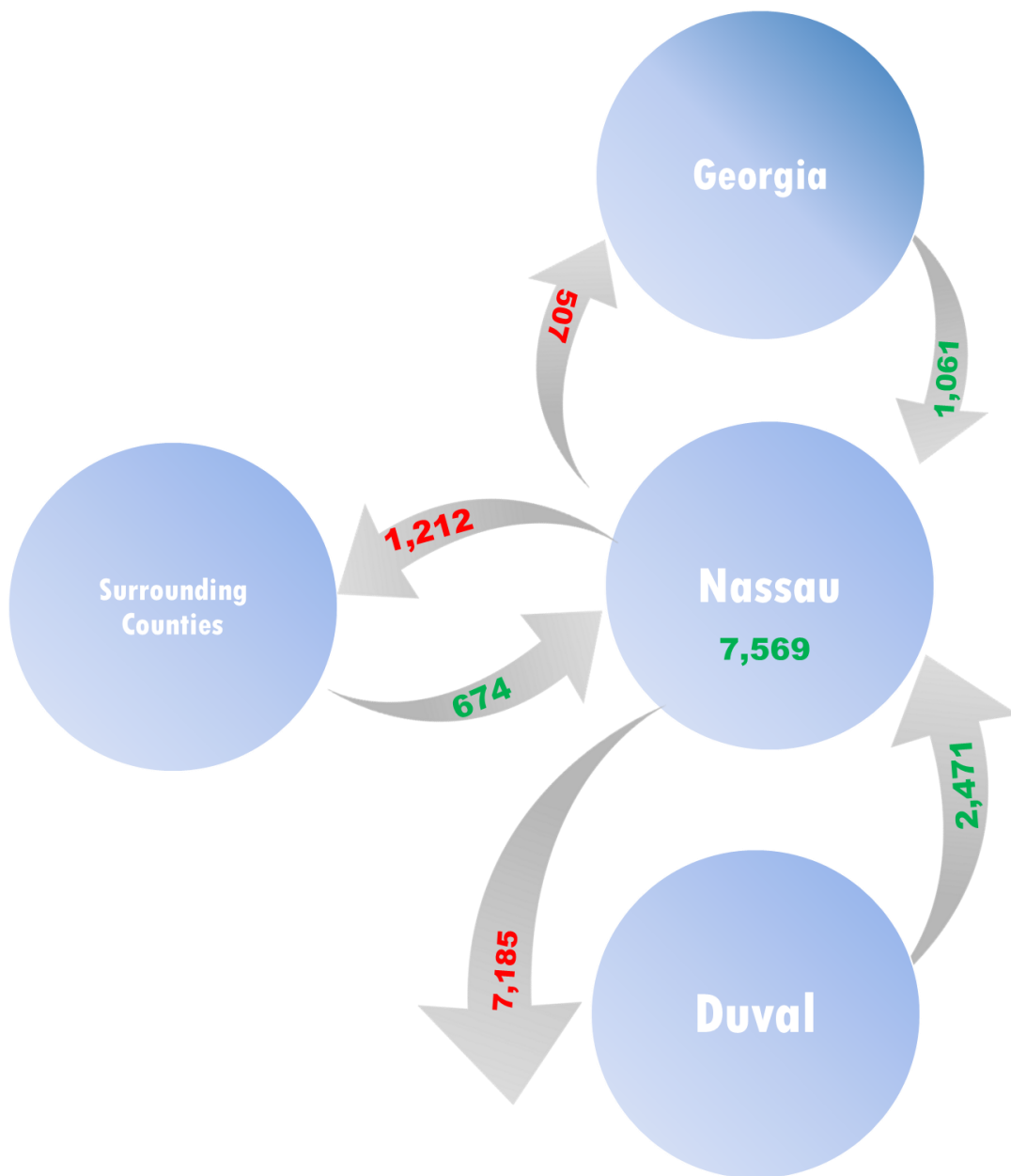
The most common flow is Nassau County residents commuting to jobs within the county. Figure 2.2 shows commutes internal to the county and exchanges between Nassau County and three areas: Duval County, South Georgia, and Florida counties other than Duval (“Surrounding Counties”). It shows that 7,569 of Nassau County’s low- and moderate-wage jobs are filled by county residents. However, nearly as many jobs in Duval County are also filled by Nassau residents (7,184). Nassau County also pulls in commuters from Duval County residents for a substantial number of jobs (2,471). Finally, Nassau County has smaller exchanges with Georgia and other Florida counties, with higher outflows of Nassau workers to other Florida counties and higher inflows of Georgia workers to Nassau.

Looking at commutes between regions within the county (Figure 2.3), the Island region is the largest jobs magnet. Nearly 5,000 low- and moderate-wage jobs in the Island region are filled by county residents, mostly from the Island itself or commuters from the Central region. The Central and Western regions also provide jobs to their own residents. Flows of residents from the Island to jobs in the other two regions and between the Central and Western regions are relatively small.

Similar diagrams showing the inflow and outflow from each individual Nassau County region to the external counties are provided in Appendix 2. They show that most of the commuters into Duval County are coming from the Central and Western region. The Island region is the most common work destination for commuters from outside of the county. However, the Central and Western regions also draw workers from other counties, particularly from Duval County to the Central region.

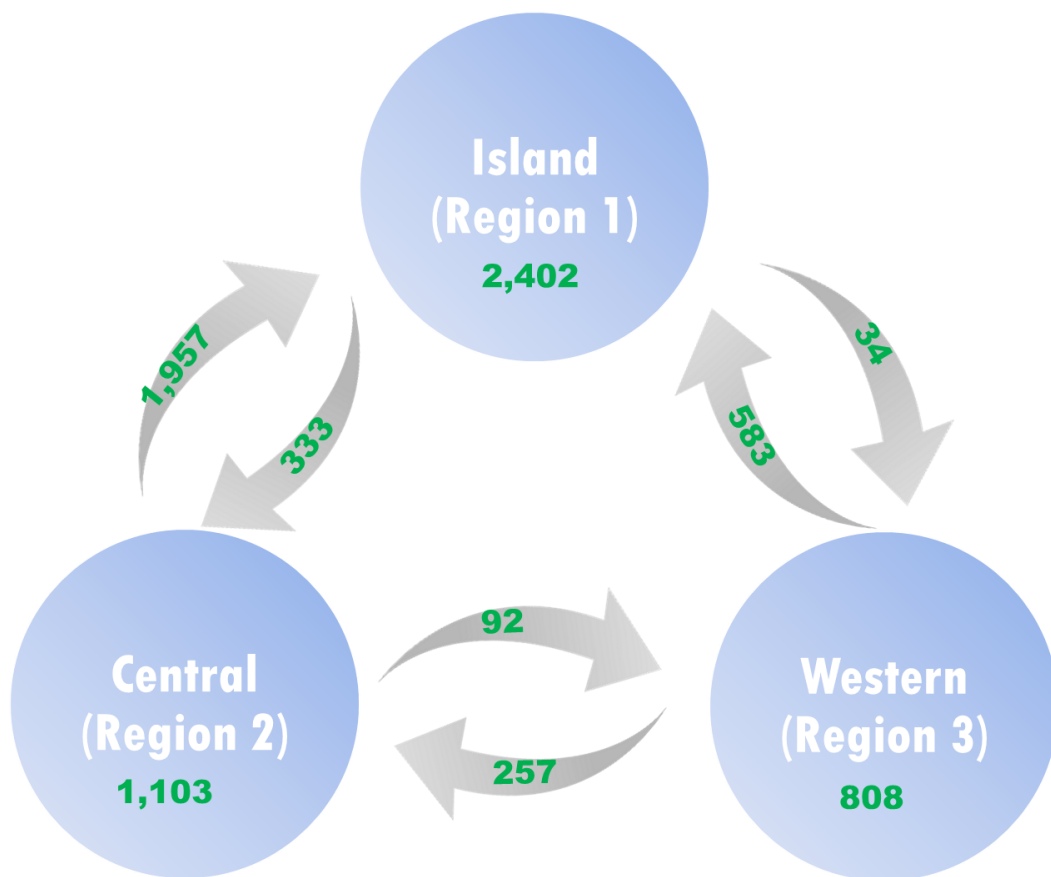
⁵ The diagrams do not show jobs that do not involve either a Nassau County work location or a Nassau County resident. For example, they do not show Duval County jobs that are filled by Duval County residents.

Figure 2.2. Low- and moderate-wage jobs by location and residency of worker, Nassau County and surrounding areas



Source: Shimberg Center analysis of U.S. Census Bureau, LEHD Origin-Destination Employment Statistics (LODES)

Figure 2.3. Low- and moderate-wage jobs by location and residency of worker, Nassau County regions



Source: Shimberg Center analysis of U.S. Census Bureau, LEHD Origin-Destination Employment Statistics (LODES)

Conclusion

In sum, Nassau County comprises a wide economic spectrum spanning a highly affluent coastal community to the east to more moderately priced communities in the central and western portions of the county. The county is integrated into a wider metropolitan economy; in particular, it exchanges thousands of workers with Duval County, which may be heightened by the lack of affordable housing adjacent to job locations in both counties. Within the county, the Island forms the largest job center. This concentration of jobs in combination with far higher housing costs than the surrounding county make it a prime target for additional affordable housing aimed at working age residents.

3. Nassau County's Housing Stock

Nassau County is growing rapidly. The county's population grew from 57,663 in 2000 to 77,187 in 2016. The housing stock grew by a third during the same period, from 21,980 to 29,214 occupied units.

Most of the county's post-2000 growth has taken place in the Central region. Table 3.1 shows the growth in occupied housing units by region. In 2000, the Central region had the smallest housing stock in the county. By 2016, the Central region's housing stock had grown 72 percent and surpassed the housing supply in the Island and Western regions. With the development of the William Burgess District and Wildlight communities, this rapid growth will continue.

Table 3.1. Occupied Housing Units by Region, 2000 and 2016

	2000	2016	% Change
Island (Region 1)	8,232	9,723	18%
Central (Region 2)	5,962	10,274	72%
Western (Region 3)	7,786	9,217	18%
Nassau County	21,980	29,214	33%

Source: U.S. Census Bureau, 2000 Census and 2016 5-Year American Community Survey.

By way of comparison, Florida's housing stock grew by 17 percent during the 2000-2016 period, which included the housing boom of the early to mid-2000s. Nassau County's housing stock grew more slowly than the hyper-growth in nearby Clay and St. Johns Counties (64 and 40 percent during the same period, respectively), but growth was faster in Nassau than in the more sparsely populated Camden County, GA (27 percent) or Baker County (17 percent).

Nassau County's housing supply is heavily dominated by single-unit properties, including single family homes and mobile or manufactured homes.⁶ The multifamily housing stock is small. Table 3.2 and Figure 3.1 compare the breakdown of housing by structure type for the county and the three regions to the state and peer counties.

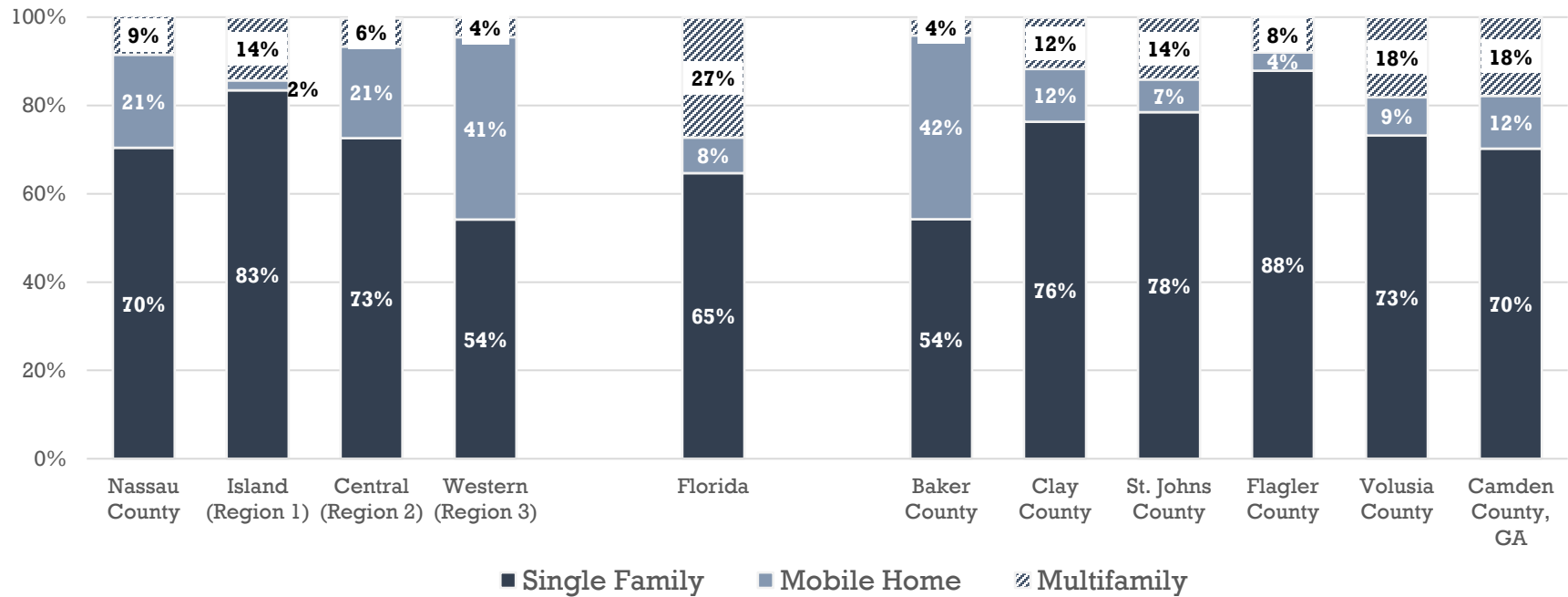
⁶ The terms "mobile home" and "manufactured home" or "housing" are used interchangeably throughout the report. We generally use mobile home when referring to American Community Survey data, to be consistent with the Census Bureau's language, and manufactured home or housing in other cases.

Table 3.2. Occupied Housing Units by Structure Type, 2016

	Single Family	Mobile Home	Multifamily	Total
Nassau County	20,569	6,106	2,442	29,117
Island (Region 1)	8,114	198	1,385	9,697
Central (Region 2)	7,461	2,113	649	10,223
Western (Region 3)	4,994	3,795	408	9,197
Peer Counties				
Baker County	4,484	3,445	301	8,230
Clay County	53,825	8,423	8,216	70,464
St. Johns County	63,790	6,009	11,485	81,284
Flagler County	33,508	1,605	3,032	38,145
Volusia County	150,184	17,674	37,294	205,152
Camden County, GA	13,092	2,239	3,318	18,649
State				
Florida	4,780,859	594,088	2,007,214	7,382,161

Source: U.S. Census Bureau, 2000 Census and 2016 5-Year American Community Survey. Multifamily structures include all structures with two or more dwelling units, including duplexes and other small buildings. Totals exclude a small number of units in other types of structures such as boats, RVs, and vans.

Figure 3.1. Occupied Housing Units by Structure Type, 2016



Source: U.S. Census Bureau, 2000 Census and 2016 5-Year American Community Survey. Multifamily structures include all structures with two or more dwelling units, including duplexes and other small buildings. Totals exclude a small number of units in other types of structures such as boats, RVs, and vans.

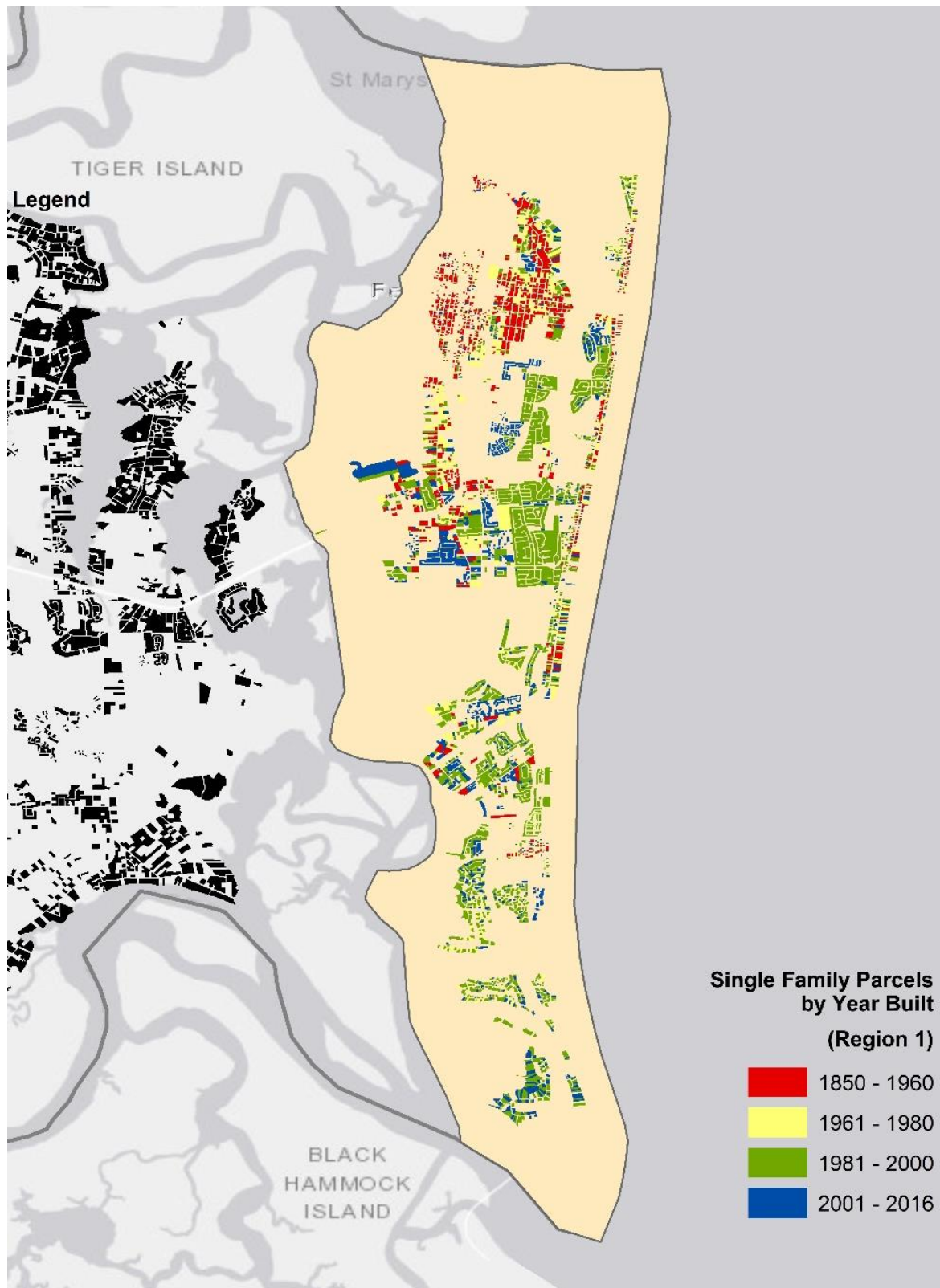
Single family homes are the most common housing type throughout the state, Nassau County, and its peer counties. Nassau County has a relatively large concentration of mobile homes at 21 percent of units, and a relatively small share of multifamily housing at just nine percent.

Outside of the predominance of single family homes, there are some differences in the character of the housing stock across Nassau County's regions. The Island region most closely mirrors St. Johns County, with a larger share of units in multifamily structures (14 percent) than other regions and a small number of mobile homes. The more rural Western region closely resembles Baker County to the west. Both have a smaller share of single family homes (54 percent) and much larger shares of mobile homes (41-42 percent). The Central region represents a middle case. Its housing stock is most representative of Nassau County as a whole, with a larger share of mobile homes (21 percent) than multifamily units (six percent).

Single Family Housing Stock Characteristics

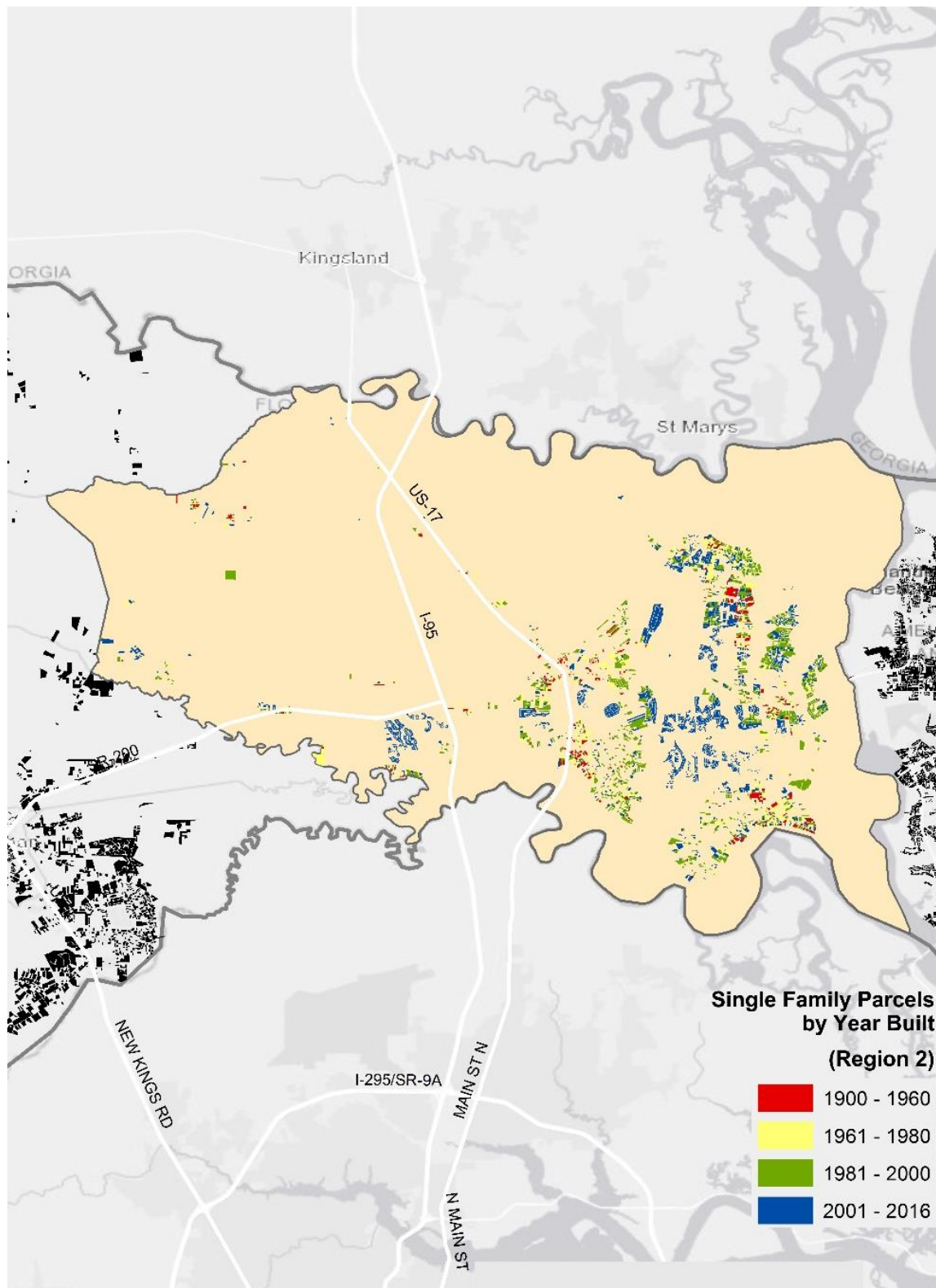
Figures 3.2-3.4 show the development of the county's single family home stock over time. Residential land parcels are shaded based on their year built. For the Island region (Figure 3.2), older historic development (red) took place around Fernandina Beach and on the beachfront. Home development in the 1980s and 1990s was concentrated in an inland north-south corridor (in green). Post-2000 development (blue) is scattered throughout inland locations. The Central region (Figure 3.3) shows a far larger concentration of post-2000 development, particularly east of US-17 near Yulee and southwest of I-95/SR-200 junction. Single family development in the Western region (Figure 3.4) is more sparse. Recent development is scattered throughout the region, with some concentration in the southeastern quadrant closest to the Central region and Duval County.

Figure 3.2. Single Family Parcels by Year Built, Island (Region 1)



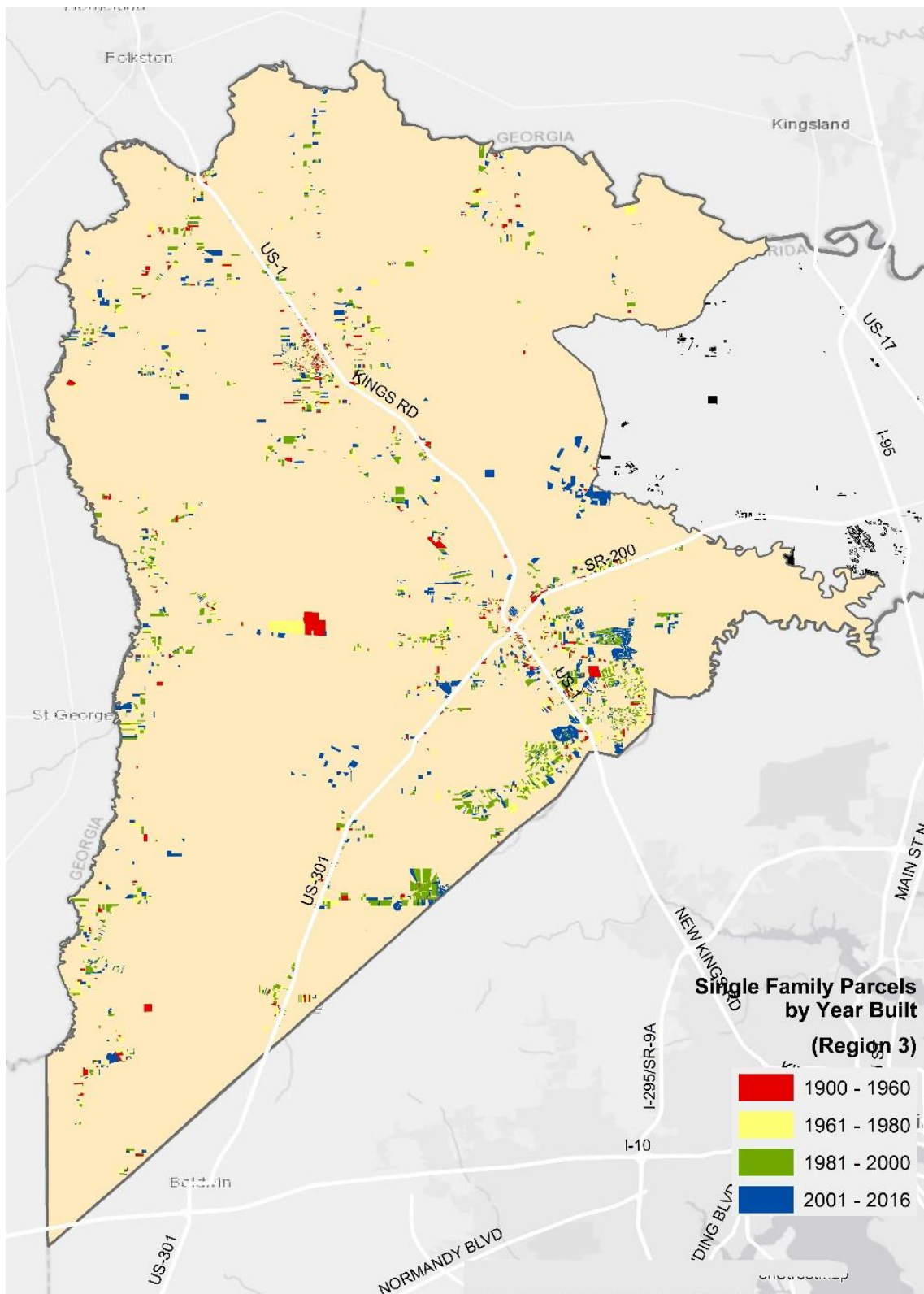
Source: Florida Department of Revenue, Name-Address-Legal file

Figure 3.3. Single Family Parcels by Year Built, Central (Region 2)



Source: Florida Department of Revenue, Name-Address-Legal file

Figure 3.4. Single Family Parcels by Year Built, Western (Region 3)



Source: Florida Department of Revenue, Name-Address-Legal file

As discussed earlier, home prices in the Island region are far higher than those in the rest of the county. Figure 3.5 shows annual median single family home sale prices for the county and regions beginning in 2000, corrected for inflation. The gap between prices in the Island region and the rest of the county widened during the housing boom of mid-2000s. The gap persisted through the post-boom recession and recovery periods. In the first half of 2017, the median home price in the Island region was \$388,500, compared to \$225,000 in the Central region and \$181,000 in the Western region. Notably, real median prices in all of the regions in early 2017 were higher than they were in the pre-boom 2000-2002 years, although not as high as during the peak of the market in 2005-2007.

Home sale volume is returning to boom levels. At the height of the housing boom in 2005, there were 1,782 single family home sales in the county; in 2016, the last year for which full data are available, there were 1,766. However, affordable home sales to owner occupants are limited. Using a sale price of \$195,000 or below as a benchmark for an “affordable” home, we find that most homes sold in the county are unaffordable, and many of the remaining affordable sales are to investors or second home buyers rather than owner occupants.⁷

Figure 3.6 shows the number of single family home sales in the county annually since 2000. Blue portions of the bars refer to homes that were occupied by owners in the year following the sale; red/pink portions indicate investor ownership or second homes. Dark blue and red indicate sales with a price below \$195,000 in 2017 dollars. Light blue and pink indicate sales above \$195,000.

In total, there were 1,766 home sales in 2016—nearly the same volume as at the peak of the housing boom in 2005 (1,782 sales). The graph shows that most homes in the county are sold to owner occupants. Unlike in many counties, the number of affordable sales to owners has consistently exceeded the number sales to investors in recent years. However, “unaffordable” sales to owners and investors were far more prevalent, comprising 71 percent of home sales in 2016.

⁷ The \$195,000 limit was chosen to match the affordable home price for a 2-person household at 80 percent of AMI; that is, the estimated price at which the 80 percent AMI household would pay 30 percent of income for housing cost.

Figure 3.5. Real Median Single Family Sales Price (in 2017 \$), Nassau County, 2000-2017 (partial)

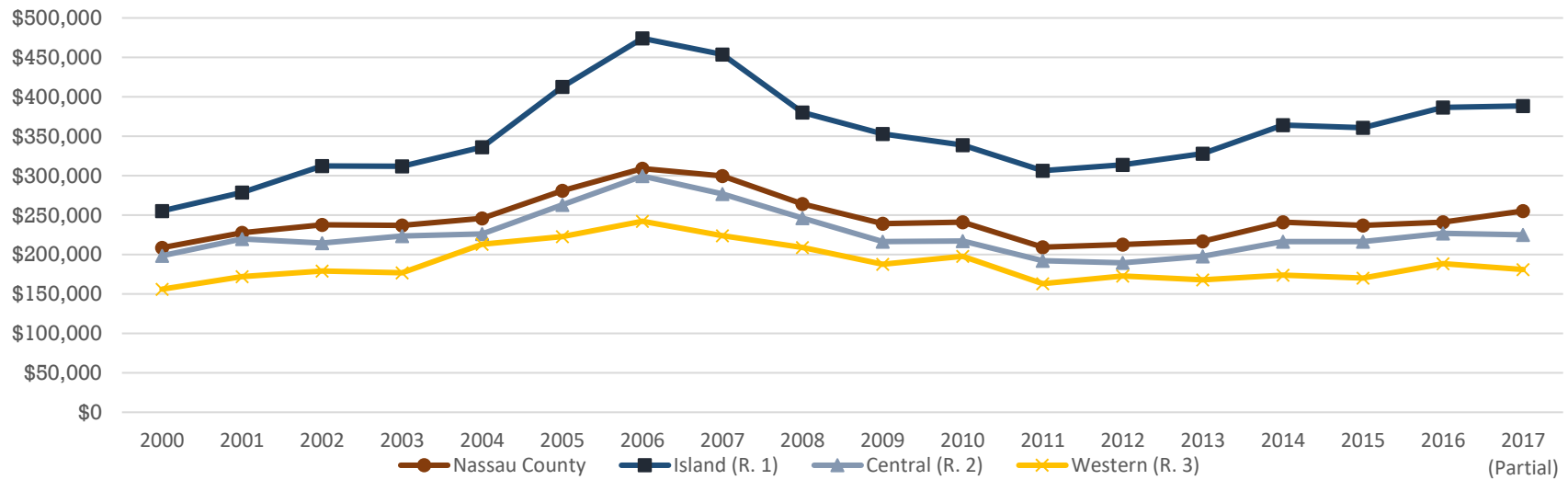
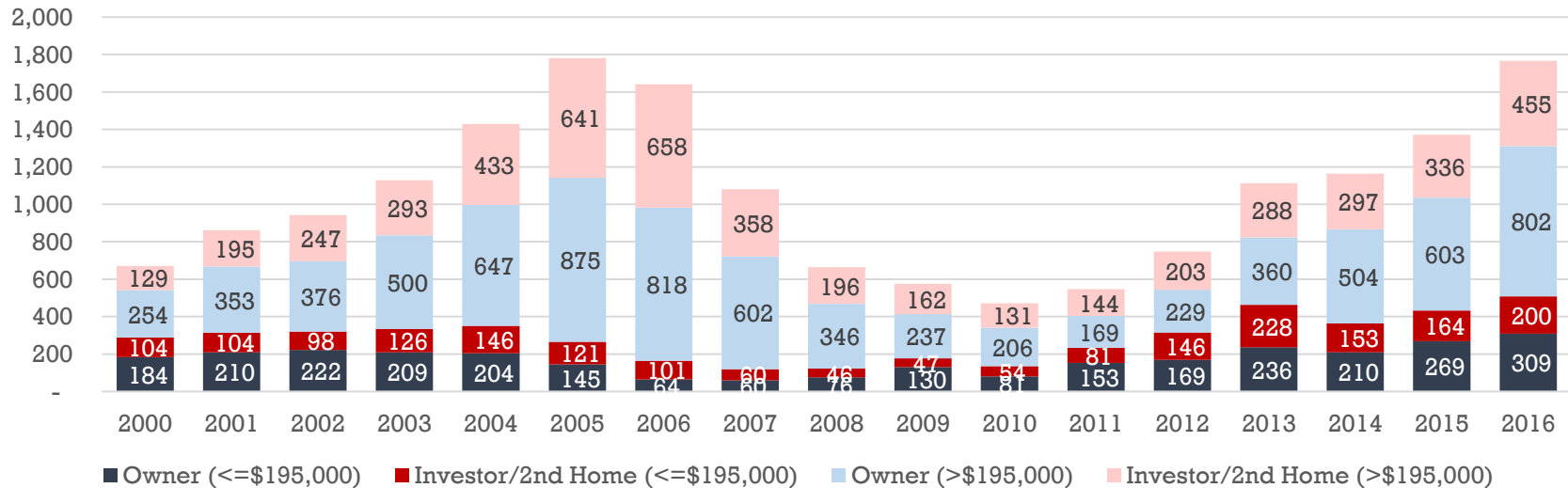


Figure 3.6. Single Family Home Sales by Affordability and Owner Occupant Status, Nassau County, 2000-2016



Source: Shimberg Center analysis of Florida Department of Revenue, Sales Data File. Arm's length, single family sales only. For Figure 3.6, owner occupancy is determined by homestead status of the property in the year following sale.

Similar graphs to Figure 3.6 for each of the three regions are included in Appendix 2. They show regional variation in affordability and owner status:

- Island region sales were predominantly unaffordable throughout the boom, bust, and recovery years.
- Central region sale patterns reflect the region's rapid growth. Sales volume in that area reached parity with the Island region in 2004 and has exceeded Island sales volume ever since. Recent growth in all types of sales has been strong, but particularly in sales above \$200,000 to owners.
- Sales volume in the Western region has been consistently lower than in the other parts of the county, while the proportion of affordable sales has been higher.

Alternatives to Single Family Homes: Manufactured and Multifamily Housing
Manufactured homes and multifamily housing can provide affordable alternatives to single family homes. As discussed above, the county has a relatively large stock of manufactured homes and a small supply of multifamily units.

Manufactured homes are present in the county in two forms:

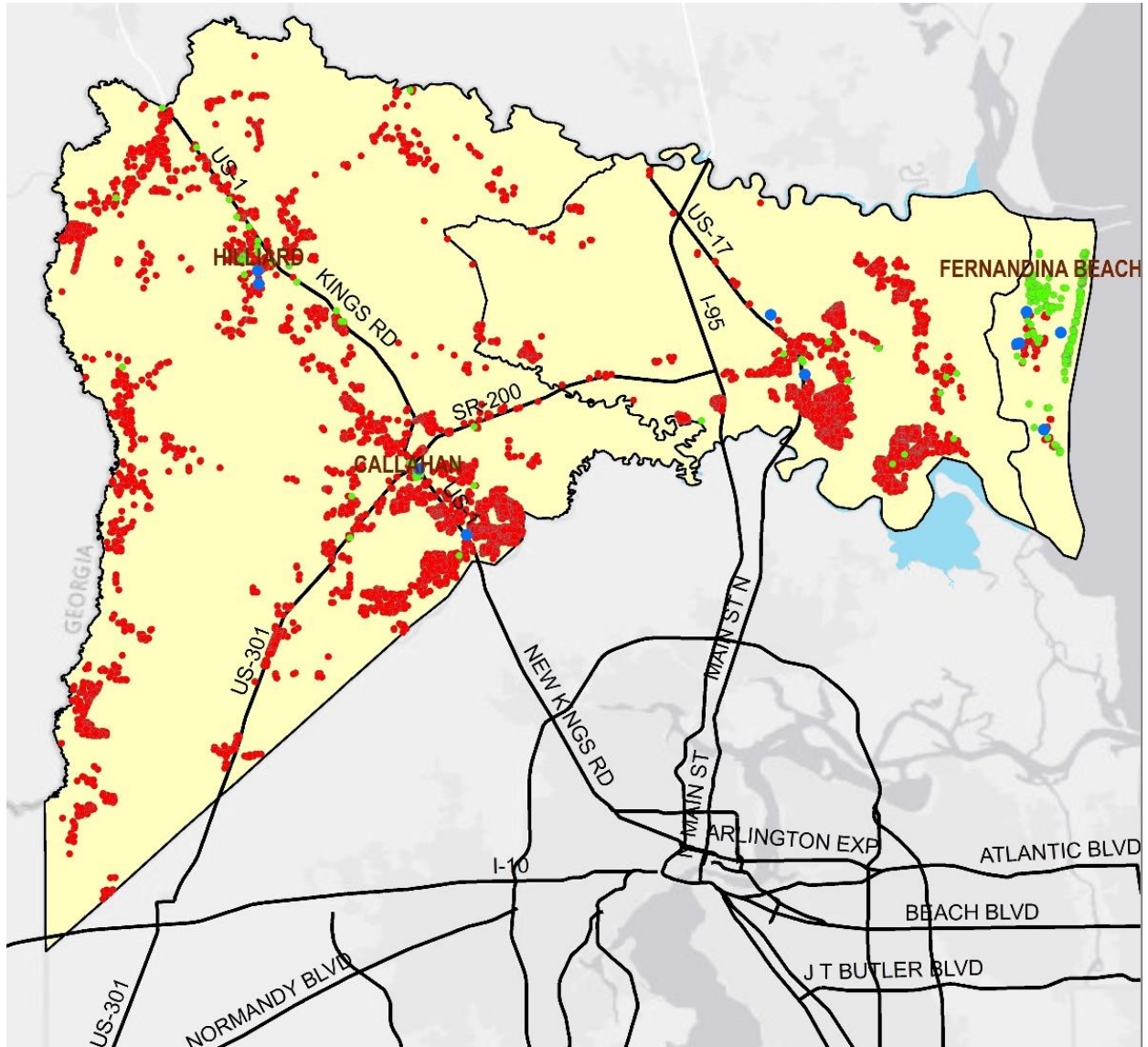
1) Individual manufactured home parcels are land parcels that are rented or owned by the occupant, with one home placed on the property. This is the predominant form of manufactured housing in the county, with 6,115 parcels designated for manufactured housing land use. The homes may be owned or rented. Of the 6,115 parcels, 61 percent are homesteaded, indicating that they are occupied by the owner as a primary residence. The remaining homes may be rentals, or may serve as second homes.

Manufactured home parcels provide an affordably priced alternative to single family homes. The countywide median sales price of a manufactured home parcel including the land and the structure was \$88,000 in 2016, compared to \$237,000 for a single family home.

2) Licensed manufactured home parks, or communities provide a much small number of home sites. Nassau County's 11 state-licensed parks provide 247 home lots. Residents may own or rent the housing structures, but they do not own the lots in the parks. The parks often offer deeply affordable rents to their residents, but they can place residents at risk of displacement if the park is sold and redeveloped for other uses.

Figure 3.7 shows the location of manufactured and multifamily housing in the county. Individual manufactured home parcels (red) are scattered throughout the Central and Western region. The licensed communities (blue) are more centrally located than the individual manufactured home parcels, with some communities in Fernandina Beach and others located along major highway corridors in other parts of the county.

Figure 3.7. Multifamily and Manufactured Housing Locations, Nassau County



- Licensed Manufactured Home Community
- Manufactured Home Parcel
- Multifamily Home Parcel

Source: Florida Department of Revenue, Name-Address-Legal file

Multifamily properties (green) are concentrated around Fernandina Beach in the Island region, with a smaller concentration along US 1 in and around Hilliard. Most of these developments are small (2-9 units). Just 22 parcels in the county are designated for multifamily developments with 10 or more units, and only four of these larger sites provide market-rate rental housing.⁸

The remaining larger multifamily developments are public and assisted housing, a small but critical source of affordable rental housing for the county. The county's sole public housing development, Fernandina Beach Apartments, provides 57 units. It is owned and maintained by the Housing Authority of the City of Fernandina Beach. The stock of assisted housing is larger: 16 rental developments that are privately owned but publicly subsidized by local, state, or federal agencies. In exchange for subsidies, owners agree to limit rents and tenants incomes in the properties. The assisted developments provide 765 affordable housing units.⁹

All but one of the county's assisted housing developments received funding from the U.S. Department of Agriculture's Rural Development multifamily programs. Eight of the developments also received later construction or rehabilitation funding from Florida Housing Finance Corporation through the Low Income Housing Tax Credit program. Average tenant income in the assisted housing units is just \$18,935 per year, or 36 percent of AMI.

Older assisted housing developments may need additional investment to continue to provide affordable units. One development, Peppertree Village in Fernandina Beach, has a USDA-subsidized mortgage and rental assistance set to expire in 2025. Peppertree Village provides 60 affordable units for elderly households. **Income and rent restrictions are at risk of expiring unless additional subsidy is brought into the property.** Seven other USDA-subsidized developments do not have subsidies at imminent expiration risk, but they are older properties that may be at risk of deterioration without additional funding for rehabilitation: Heritage Villas in Callahan, Murray Hill and Sand Ridge Apartments in Fernandina Beach, Pine Tree Apartments in Hilliard, and Yulee Villas/Yulee Villas II and Green Acres Apartments in Yulee. These properties provide 246 affordable units. They were built in the 1970s and 1980s and have not received later funding from Florida Housing Finance Corporation for rehab work.

Conclusion

Nassau County has experienced strong recent growth in its single family housing stock, particularly near major transportation corridors at the center of the county. The county also has a substantial stock of manufactured housing. The vast majority of this housing is in individual homes on their own land parcels rather than in licensed manufactured housing parks. The mix of single family and manufactured housing lends some diversity to the county's housing stock, but the county lags behind many of its peers in the availability of multifamily stock. **To provide a full spectrum of housing options for its residents, the county will need to preserve and expand its supply of multifamily housing.**

⁸ This does not include condominium developments where units are used as rentals.

⁹ Developments may be made up of more than one parcel, so the total of the market-rate and subsidized developments is less than the 22 total multifamily 10+ unit parcels.

4. The Affordable Housing Gap

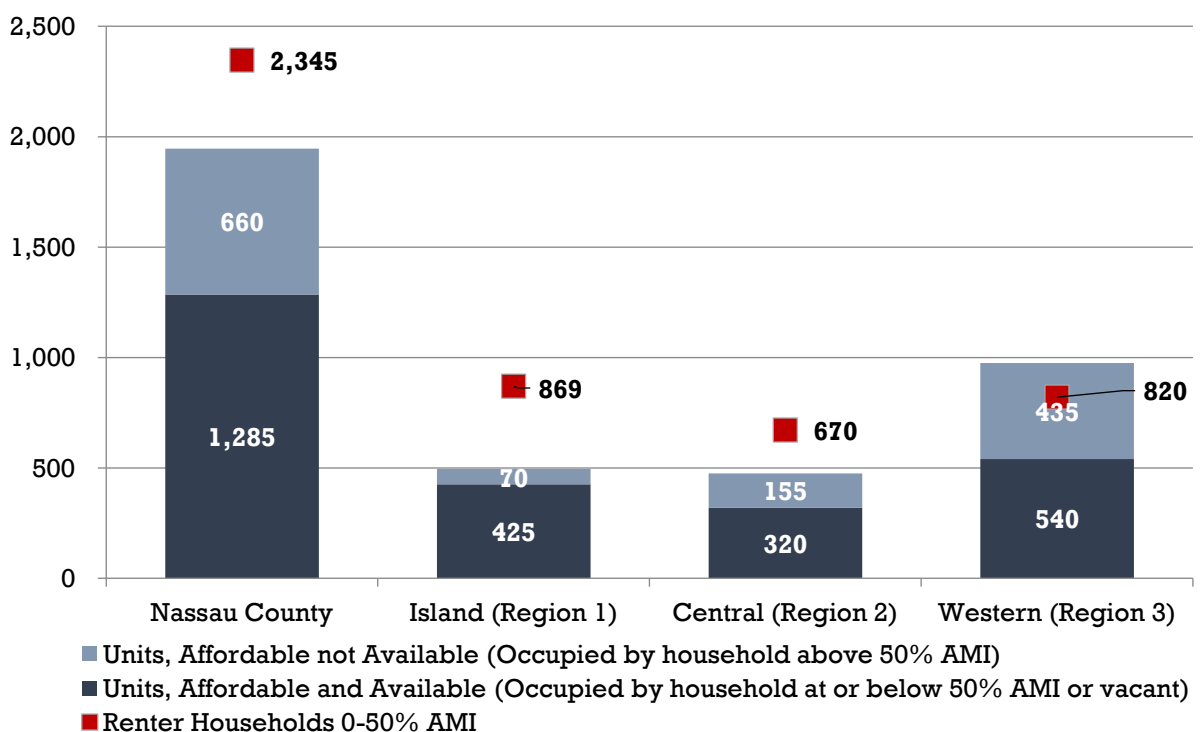
Rental Housing: Affordable & Available Units

In this section, we use the “affordable/available” method to evaluate the need for rental housing for very low-income households (0-50 percent AMI). The affordable/available analysis compares the number of renters below a particular income threshold to the number of units that are affordable and available to them.

An “affordable” unit is defined as any market rate, subsidized, or public housing unit for which a household at 50 percent of AMI would pay no more than 30 percent of income for gross rent. However, some affordable units are unavailable to very low-income households because they are rented by a household above 50 percent of AMI. Therefore, **an “available” unit is one that is either vacant or is occupied by a household with an income at or below 50 percent of AMI.**

Figure 4.1 shows the gap between the number of 0-50 percent AMI renters and affordable/available units in the county and its regions. The red squares show the number of renters at 0-50 percent AMI. The full bars shows the number of affordable units at 50 percent AMI. The dark blue portions of the bar shows the number of affordable units that are available to 0-50 percent AMI renters. The light blue portions represent affordable units that occupied by households with incomes above 50 percent AMI.

Figure 4.1. Affordable/Available Units at 50% AMI Compared to 0-50% AMI Renters, Nassau County, 2010 through 2014



Source: Shimberg Center analysis of HUD 2010-14 Comprehensive Housing Affordability Strategy (CHAS) data

As Figure 4.1 shows, the county as a whole and the Island and Central regions have a shortage of affordable units, whether available or not. In these areas, the number of very low-income renters exceeds the total number of affordable units. The Western region has a larger supply of affordable units, but nearly half of them are rented by households with incomes above 50 percent AMI. Therefore, the Western region has an adequate supply of affordable units but insufficient supply of affordable/available units.

The baseline countywide gap is 1,060 affordable/available units for 0-50 percent AMI households (2,345 renters minus 1,285 affordable/available units). In Table 4.1 below, we project the growth in the gap through 2040 based on projections in the growth of 0-50 percent AMI renter households from the Affordable Housing Needs Assessment (AHNA) model.¹⁰ The AHNA uses Census and population data to project growth in the number of renter households with incomes below 50 percent of AMI in five year increments. The table assumes that each additional new 0-50 percent AMI renter household will add one unit to the need for affordable/available units.

Table 4.1. Projected Growth in Affordable/Available Deficit for 0-50 Percent AMI Renters, Nassau County, 2010/2014 baseline to 2040

Year	Projected Units Needed, Cumulative	Growth over Baseline	Growth over previous 5-year period
Baseline (2010 through 2014)	1,060	-	-
2020	1,262	202	-
2025	1,369	309	108
2030	1,464	404	94
2035	1,547	487	84
2040	1,626	566	79

Source: Shimberg Center analysis of HUD 2010-14 Comprehensive Housing Affordability Strategy (CHAS) data and the Affordable Housing Needs Analysis (AHNA) model. AHNA household projections based on 2000 and 2010 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida.

The first column, “Projected Units Needed, Cumulative,” shows the total number of additional affordable/available units that would be needed to close the gap with the projected number of renter households at 0-50 percent AMI. This shows the projected need assuming that *no* affordable/available units are added to Nassau County’s housing stock. The “Growth over Baseline” column shows the number of units that would need to be added by each date to keep the gap from growing from its current 1,060 units. For example, 309 affordable/available units would need to be added between now and 2025 to prevent the affordable housing gap from growing wider. The last column shows the projected growth in the affordable/available gap over

¹⁰ The AHNA analysis is available on the Florida Housing Data Clearinghouse website (<http://flhousingdata.shimberg.ufl.edu>); see the Population & Household Projections application. For more information about the methods underlying the AHNA, see <http://www.shimberg.ufl.edu/publications/PopHousingProjMeth0906.pdf>.

the previous five-year period. **Nassau County needs to add approximately 80-100 affordable/available housing units every five years to keep pace with growth in 0-50 percent AMI renter households.**

A key strategy to maintain and increase the supply of affordable and available units for very low-income households is the preservation and construction of public and assisted housing units. These units are kept affordable by rent limits, but they are also kept available by income limits. That is, an assisted housing unit restricted to 50 percent AMI households cannot charge more than the 50 percent AMI rent limit, and households with incomes above 50 percent of AMI cannot compete with lower income households for the unit.

Affordable Homeownership Needs

The affordable/available analysis does not work as well for owner-occupied units, because the current affordability of a unit is not as transferable to a new household. Owner occupied units change hands much less frequently than rental units. A home that is paid off or with a low mortgage based on a long-ago sale might be resold for a much higher price in the current market.

Instead, we use the number of cost burdened owner households to illustrate the need for affordable homes for purchase. In the baseline data reported in the “Tenure and Cost Burden” discussion above, **1,864 owners with incomes of 0-50 percent AMI and 1,455 owners with incomes of 50.01-80 percent AMI are cost burdened.**

Table 4.2 shows the projected change in the number of cost burdened homeowners at 0-50 percent and 50.01-80 percent of AMI.

Table 4.2. Projected Low-Income, Cost Burdened Owners by Income as Percentage of AMI, Nassau County, 2010/2014 baseline to 2040

Year	Projected Cost-Burdened Households (Paying More than 30% of Income for Owner Costs)	
	0-50% AMI	50.01-80% AMI
Baseline (2010 through 2014)	1,864	1,455
2020	2,354	1,838
2025	2,539	1,982
2030	2,681	2,093
2035	2,726	2,128
2040	2,758	2,153

Source: Shimberg Center analysis of HUD 2010-14 Comprehensive Housing Affordability Strategy (CHAS) data and the Affordable Housing Needs Analysis (AHNA) model. AHNA household projections based on 2000 and 2010 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida.

By way of illustration, using current income limits for 2-3 person households, an affordable home price for a buyer at 50 percent AMI would be \$146,000-165,000; an affordable price for a buyer at 80 percent AMI would be \$195,000-219,000.¹¹

Conclusion

These figures show the need to increase the supply of diverse and affordable housing for Nassau County residents, with an emphasis on units serving very low-income renters (0-50 percent of AMI) and low-income owners (50-80 percent of AMI, or below 50 percent of AMI to the extent home prices are feasible). Affordable housing initiatives should include long-term or permanent limits on both housing costs and household incomes, to ensure that supply added is both affordable and available to households in need. The preservation and expansion of the supply of assisted multifamily housing is an example of a policy that meets this objective.

¹¹ Assumes 5 percent down payment, interest rate of 4.45 percent, and payment of 25 percent of income towards a mortgage (below 30 percent of income to allow for additional expenses from property taxes and insurance). The price range for a 50 percent AMI affordable home is based on 2018 Jacksonville MSA income limits ranging from \$33,600 for a 2-person household to \$37,800 for a 3-person household. The price range for an 80 percent AMI affordable home is based on income limits ranging from \$44,800 for a 2-person household to \$50,400 for a 3-person household.

5. Key Strategy Areas

As with many of its peers in the state, Nassau County faces the challenge of bridging a gap the supply of affordable housing units and the demand for housing from residents and workers. This challenge is exacerbated by the low wages available in many jobs related to the tourism and retirement economy. At the same time, the county has many strengths upon which to build a housing strategy. The county is relatively affluent, enjoys a high homeownership rate, includes several areas where home prices are relatively affordable, and has a core supply of USDA-sponsored assisted housing that can serve its lowest income tenants.

We recommend organizing local housing strategies around four interconnected areas, as shown in Figure 5.1.

Figure 5.1. Key Areas for Local Affordable Housing Strategies

Diverse housing stock	Affordable rental housing	Affordable homeownership	Jobs-housing-transportation link
•Expand multifamily alternatives to single-unit housing	•Preserve and expand supply •Focus on 0-50% AMI households •Naturally occurring and subsidized	•Expand supply of affordable for-sale units •Focus on 50-80% AMI households	•Locate affordable housing for low-mod wage workers on the Island •Ensure affordable transportation to the Island from other regions

Diverse housing stock. Nassau County is heavily dominated by one-unit properties, a combination of single family homes and mobile homes. The multifamily stock in the Central and Western regions is particularly small. As these areas develop, land use policy should allow for multifamily development to provide alternatives to single family ownership.

Affordable rental housing. Two-thirds of Nassau County's very low-income renters pay more than 30 percent of their income for their housing. To close the 1,000+ unit affordable/available rental housing gap, the county will need to preserve and expand the supply of units for households earning less than 50 percent of AMI. Strategies can address the refinancing and rehabilitation of aging USDA-sponsored affordable housing properties; expanding the supply of affordable multifamily units with funding from local sources and Florida Housing Finance Corporation; promoting mixed-income multifamily developments that combine market-rate and affordable housing; and promoting rehabilitation and energy retrofits of unsubsidized, naturally occurring affordable housing units, including small multifamily and single family rentals.

Affordable homeownership. The county will also need to expand the supply of affordable for-sale homes to serve low-income owners. As noted above, targeting households at 50-80 percent of AMI will require the availability of homes priced at approximately \$146,000-219,000. While it

may be possible to serve households below this income level, the lower bound of the price would need to drop accordingly; for example, an affordable home sale price at 30 percent of AMI would be approximately \$73,000-82,000.

Jobs-housing-transportation link. Finally, the analysis shows that the location of affordable housing opportunities in relation to job centers will be critical. The Island region emerges as the clear focal point, acting as a magnet for low- and moderate wage employment and a center of very high housing costs. The jobs-affordable housing location mismatch can be addressed by complementary strategies: by preserving and expanding the affordable housing supply on the Island on the one hand, and by providing affordable transportation alternatives for workers commuting to the Island from less costly housing in the Central and Western regions. As the Central region continues its rapid development as both a residential and employment center, the inclusion of diverse and affordable housing stock in new developments there will also be critical.

Appendix 1. Glossary

Affordable and available: A rental housing unit is **affordable** at a particular percentage of AMI if a household at that AMI level would pay no more than 30 percent of income for gross rent. It is **available** if it is either vacant or is occupied by a household with an income at or below the given AMI threshold. Conversely, an affordable unit may be **unavailable** if it is occupied by a household with an income above the given percentage-of-AMI threshold.

Area Median Income (AMI): The median divides the income distribution into two equal parts: one-half of the cases falling below the median income and one-half above the median. The U.S. Department of Housing and Urban Development (HUD) publishes a median income for a family of four each year for metropolitan areas and non-metropolitan counties. Local governments, HUD, and Florida Housing Finance Corporation use percentages of AMI adjusted by family size and region to calculate income limits for housing assistance programs. A household at or below 80 percent of AMI is referred to as **low-income**; at or below 50 percent of AMI as **very low-income**; and at or below 30 percent of AMI as **extremely low-income**. See Appendix 3 for an explanation of calculation of regional AMIs.

Assisted housing: Rental housing developments receiving capital or operating subsidy from Florida Housing Finance Corporation, HUD, USDA Rural Development, or local housing finance authorities. Units are subject to tenant income and rent restrictions.

Cost Burdened: Household paying more than 30 percent of income for gross rent or owner costs.

Gross Rent: From the U.S. Census Bureau, American Community Survey: “The contract rent plus the estimated average monthly cost of utilities (electricity, gas, and water and sewer) and fuels (oil, coal, kerosene, wood, etc.) if these are paid for by the renter (or paid for the renter by someone else).”

Low and moderate wage jobs: For this report, the combined categories of jobs paying \$1,250 per month or less (low) and \$1,251 to \$3,333 per month (moderate). Based on categories used in the U.S. Census Bureau’s Longitudinal Employer-Household Dynamics dataset.

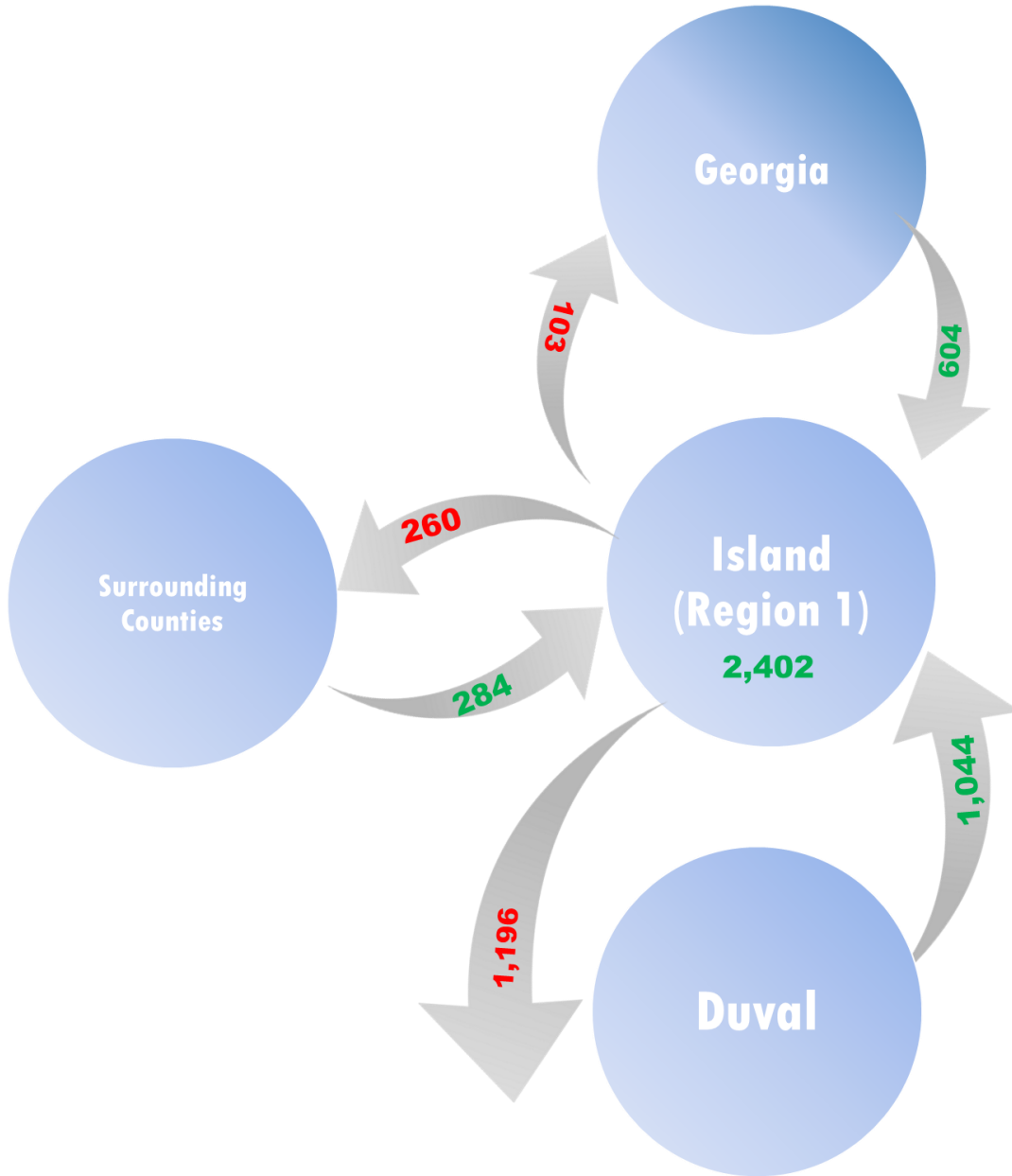
Owner Costs: From the U.S. Census Bureau, American Community Survey: “The sum of payment for mortgages, real estate taxes, various insurances, utilities, fuels, mobile home costs, and condominium fees.”

Public housing: Federally subsidized affordable housing units for low-income families, the elderly, and persons with disabilities. Units are managed by local public housing authorities and receive capital and operating subsidies from HUD.

Tenure: Owner vs. renter occupancy of a housing unit.

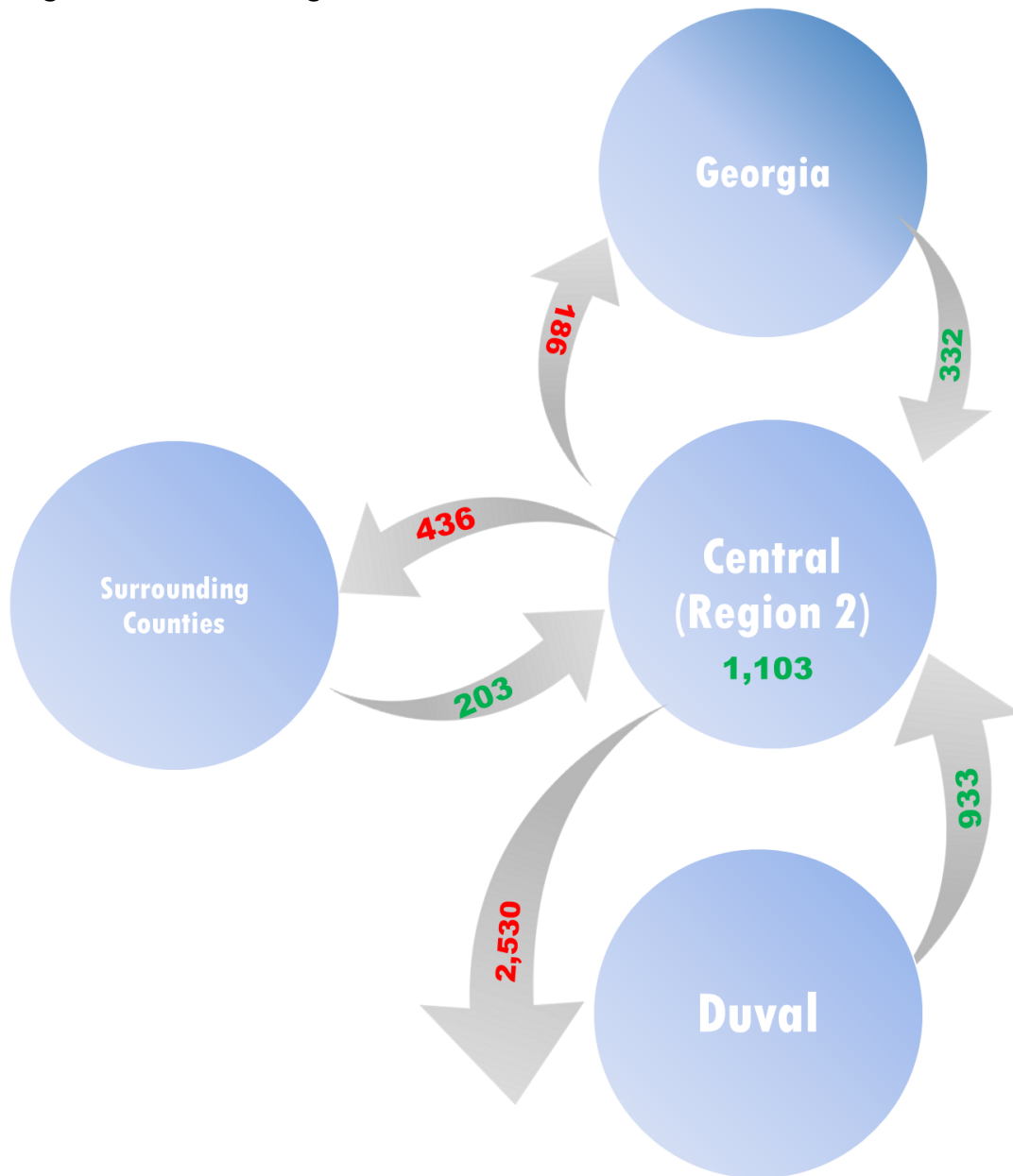
Appendix 2. Supplemental Regional Housing Figures

Figure A2.1. Low- and moderate-wage jobs by location and residency of worker, Island Region and surrounding counties



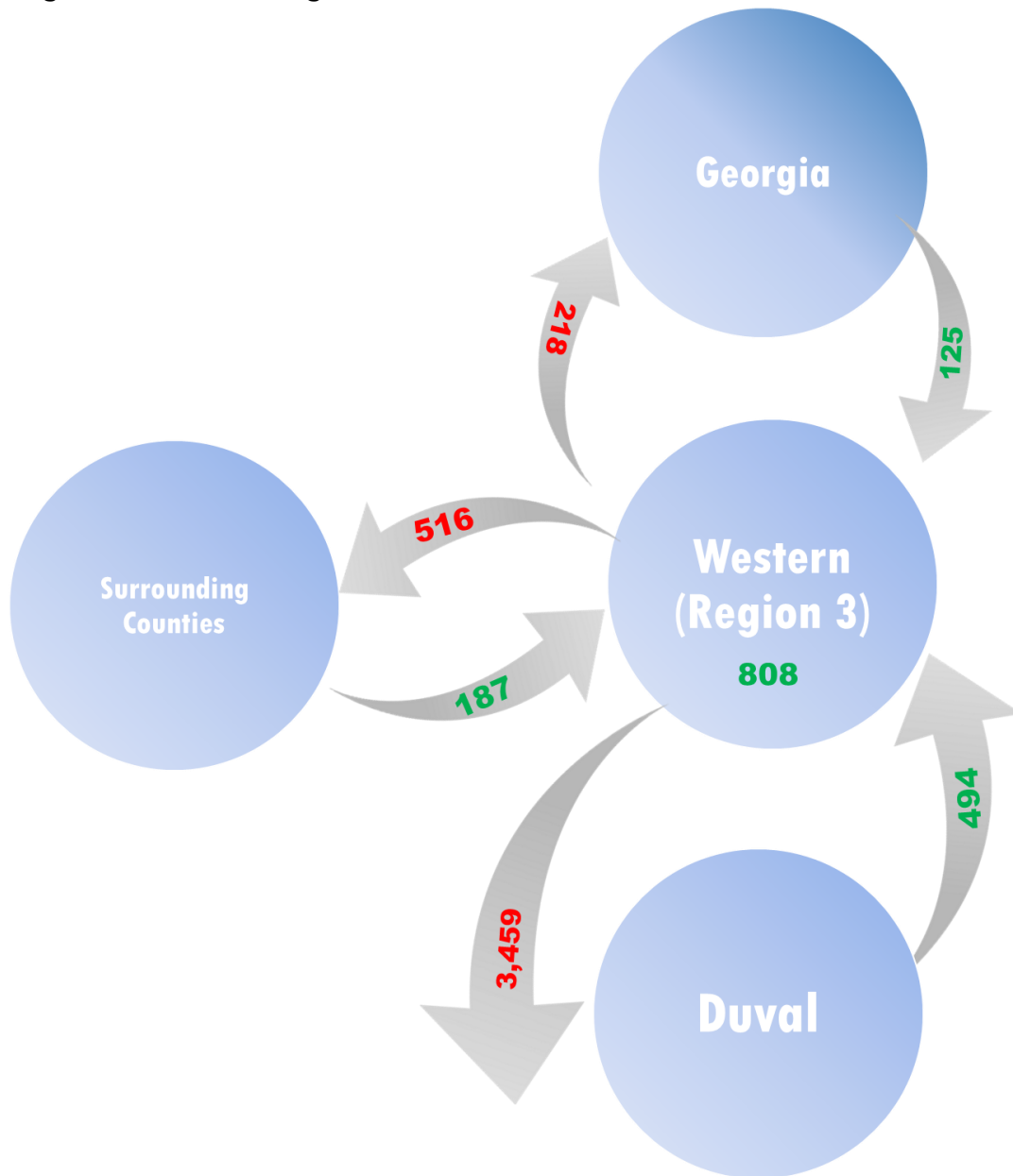
Source: Shimberg Center analysis of U.S. Census Bureau, LEHD Origin-Destination Employment Statistics (LODES)

Figure A2.2. Low- and moderate-wage jobs by location and residency of worker, Central Region and surrounding counties



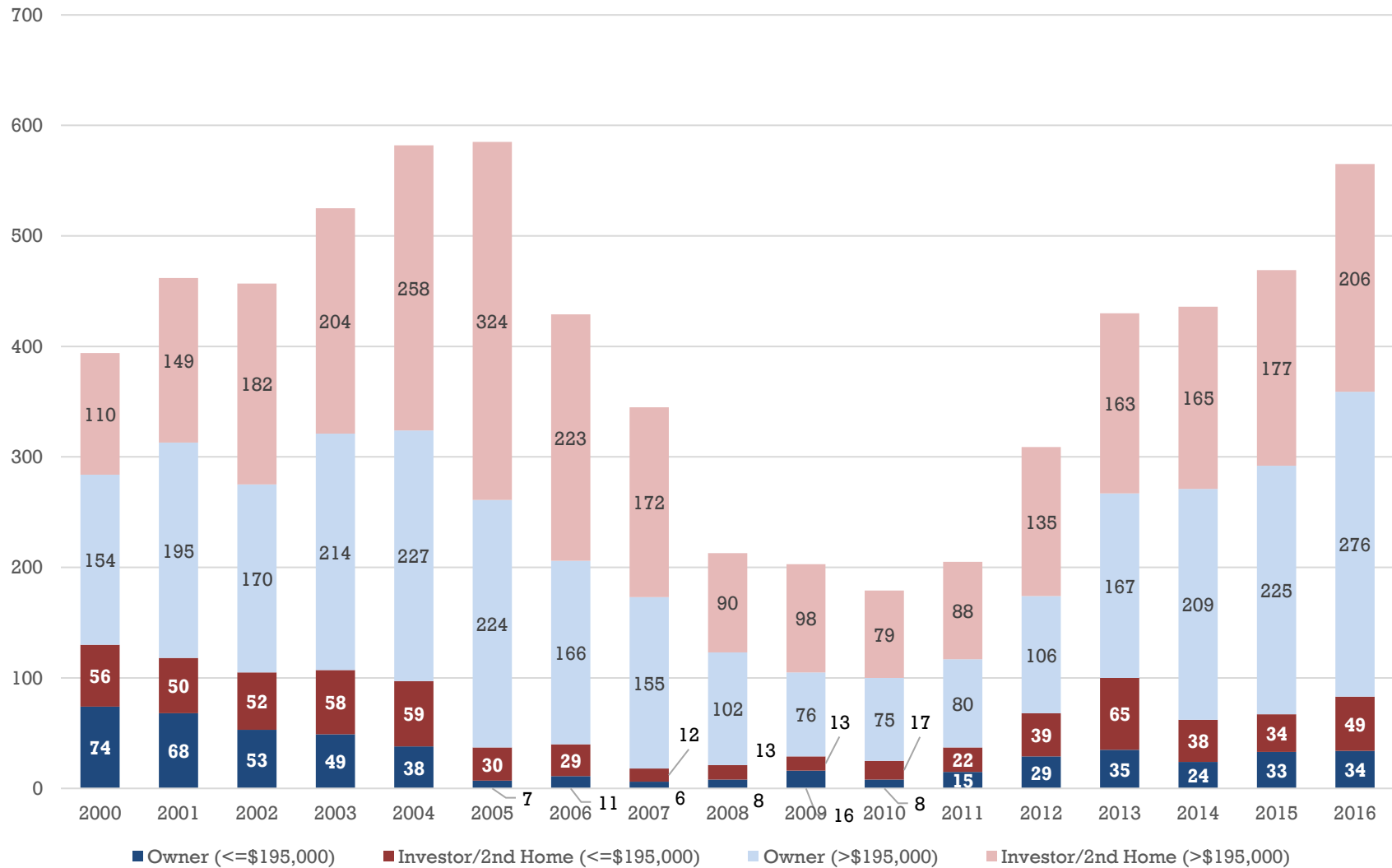
Source: Shimberg Center analysis of U.S. Census Bureau, LEHD Origin-Destination Employment Statistics (LODES)

Figure A2.3. Low- and moderate-wage jobs by location and residency of worker, Western Region and surrounding counties



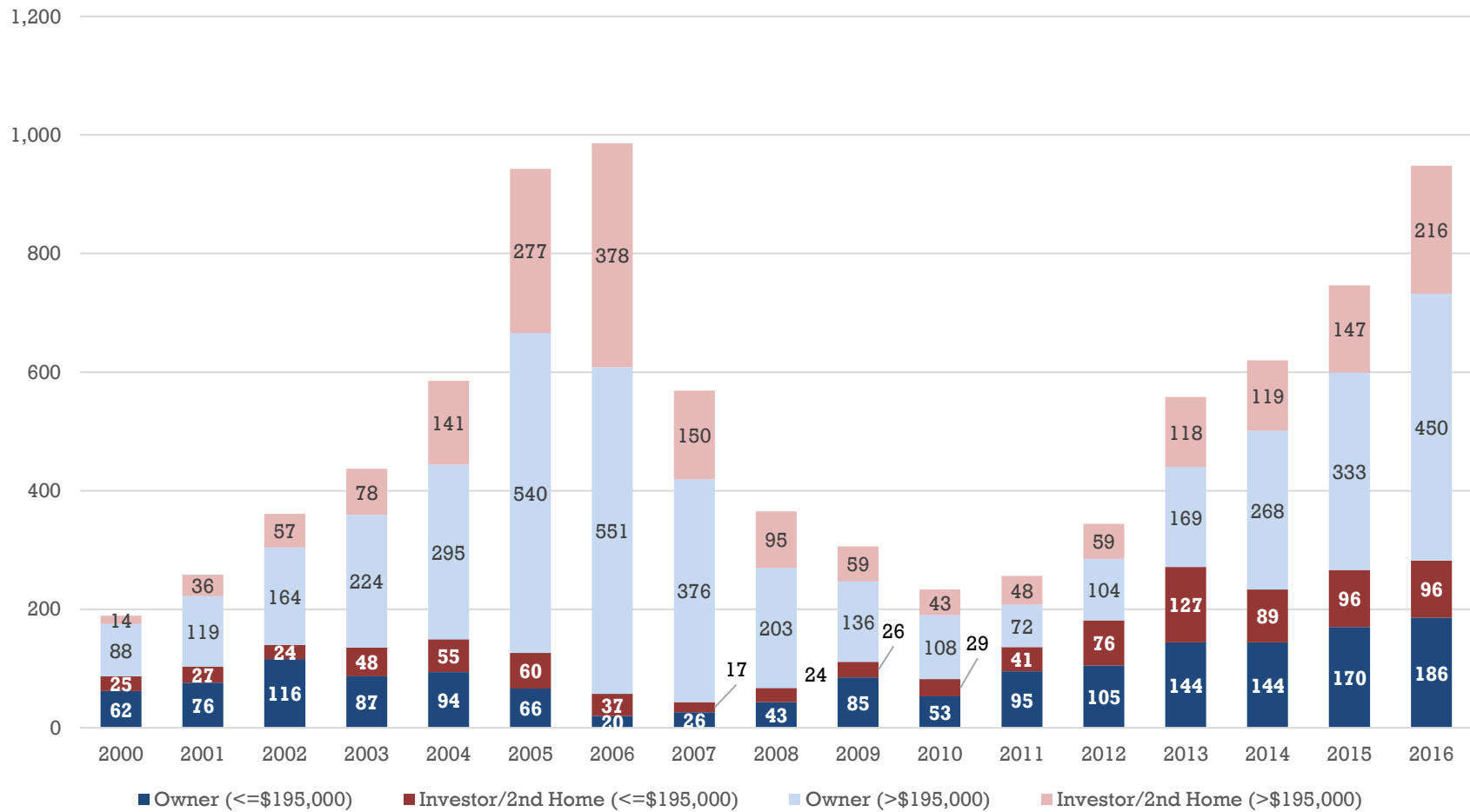
Source: Shimberg Center analysis of U.S. Census Bureau, LEHD Origin-Destination Employment Statistics (LODES)

Figure A2.4. Single Family Home Sales by Affordability and Owner Occupant Status, Island Region, 2000-2016



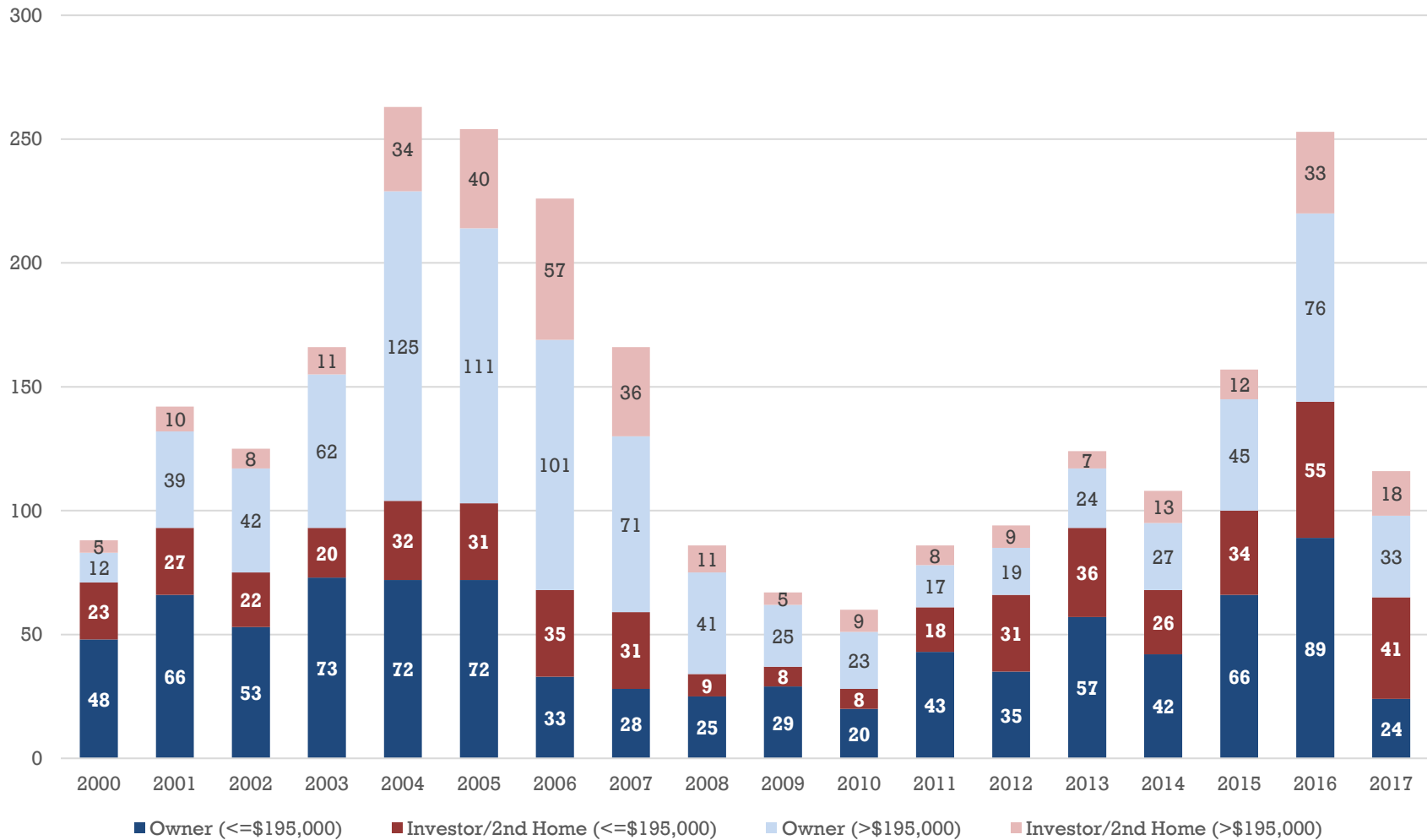
Source: Shimberg Center analysis of Florida Department of Revenue, Sales Data File. Arm's length, single family sales only. Owner occupancy is determined by homestead status of the property in the year following sale.

Figure A2.5. Single Family Home Sales by Affordability and Owner Occupant Status, Central Region, 2000-2016



Source: Shimberg Center analysis of Florida Department of Revenue, Sales Data File. Arm's length, single family sales only. Owner occupancy is determined by homestead status of the property in the year following sale.

Figure A2.6. Single Family Home Sales by Affordability and Owner Occupant Status, Western Region, 2000-2016



Source: Shimberg Center analysis of Florida Department of Revenue, Sales Data File. Arm's length, single family sales only. Owner occupancy is determined by homestead status of the property in the year following sale.

Appendix 3. Understanding Area Median Income (AMI) Calculations

Each year, HUD publishes income limits by percentage of area median income (AMI) and household size for metropolitan areas and non-metropolitan counties. The AMI income limits are based on HUD's calculation of the Median Family Income (MFI) for a family of four. For the Jacksonville metropolitan area, including Nassau County, the 2018 MFI is \$69,900. The Jacksonville area also includes Clay, Duval, and St. Johns Counties.

The MFI comes from previous five-year or one-year data from the American Community Survey, updated to the current year using an inflation factor from the Consumer Price Index. The MFI only takes into account "family" households, meaning households with two or more related individuals. The MFI calculation excludes other households such as single adults or two or more unrelated roommates. This tends to drive the MFI higher than the median income for all households in an area. For example, the 2018 MFI for Jacksonville was calculated based on the 2015 American Community Survey 1-Year median family income of \$66,324, which was then adjusted for inflation. That same year, the median income for all households in the area was \$53,221 (Source: U.S. Census Bureau, 2015 American Community Survey 1-Year Estimates).

Once the MFI is determined, HUD calculates income limits for different percentages of AMI for a household of four. In general, for example, the 50 percent AMI limit for a four-person household equals 0.50 times the MFI for a family of four. This limit may be adjusted in areas of high or low housing cost, if the amount is lower than the limit for non-metropolitan counties in the state, or if the limit would change greatly from the previous year. None of these conditions applied to the Jacksonville metropolitan area calculation in 2018.

Finally, income limits are adjusted for other household sizes based on the four-person limit for each AMI percentage. The 4-person limit is multiplied by .7 for the 1-person limit; by .8 for the 2-person limit; by 1.08 for the 5-person limit; by 1.16 for the 6-person limit; and upward in .08 increments for each additional person.

For a full explanation of the calculation process and income limits for different percentages of AMI, see <https://www.huduser.gov/portal/datasets/il.html>.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2019-48
Settlement Agreement and General Release - VRL Architects, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2019-48

SYNOPSIS: After the completion of the Nassau County Library, Fernandina Beach Branch, renovation, the roof leaked and was in need of repair. It was discovered that an expansion joint was needed and not part of the original design.

When contacted regarding the error, VRL Architects, Inc., who had designed the project, worked with staff and the City Attorney and agreed to pay for the cost of the roof repair through its insurance company in the amount of \$32,716.77. The City incurred some other costs for minor roof repairs (\$920) and structural report (\$400), but is not being reimbursed for those costs.

FISCAL IMPACT: The settlement will authorize a reimbursement of \$32,716.77 which will be deposited into 001 36990 (Other Revenue).

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2019-48.

Tammi E. Bach, City Attorney	02/15/2019
Dale Martin, City Manager	02/20/2019
Pauline Testagrose, Comptroller	02/22/2019

Date: February 08, 2019

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2019-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH VRL ARCHITECTS, INC. IN THE AMOUNT OF \$32,716.77 AS REIMBURSEMENT TO THE CITY FOR LIBRARY ROOF REPAIRS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2014, VRL Architects, Inc. provided services to the City of Fernandina Beach by designing the Fernandina Beach Downtown public library roof as part of the library expansion project; and

WHEREAS, in June 2018, the library roof needed repair due to a lack of proper expansion joint, and the City paid \$32,716.77 to Weatherproofing Technologies (reference City Resolution 2018-107) for the roof repairs; and

WHEREAS, in November 2018, the City Attorney began negotiations with VRL Architects, Inc. (the architect for library expansion project) and their legal representative to resolve the City's claim; and

WHEREAS, the parties recognize the tremendous time and expense that would be incurred by litigation of the matter, any appeals and the uncertainties inherent in any such litigation, and the parties have concluded that their interests would be best served by this settlement; and

WHEREAS, the Settlement Agreement and General Release provides that VRL Architects, Inc. does not admit liability but will pay the settlement amount to avoid litigation.

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 Settlement Agreement and General Release with VRL Architects, Inc., attached hereto as Exhibit "A", and authorizes the City Manager and City Clerk to execute all documents pertaining to such settlement after review and approval by the City Attorney.

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

ADOPTED this 5th day of March, 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

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is hereby entered into by and among: (a) **City of Fernandina Beach**, "Plaintiff"; and (c) **VRL Architects, Inc. ("VRL or Defendant")**; This Agreement shall take effect upon the date of mutual execution of Plaintiff and VRL (the "Effective Date").

Background Recitals

- A. **WHEREAS**, Plaintiff has asserted certain claims for construction defect relating construction and repair of the property (the "Dispute") located at 25 North 4th Street, Fernandina Beach, Florida. The property is known as the Nassau County Public Library ("the Property").
- B. **WHEREAS**, VRL performed certain work during the original construction of the Property and desire to resolve any and all claims that Plaintiff may have against them related to the Property and the Dispute.
- C. **WHEREAS**, in entering into this Agreement, the Parties desire to resolve any and all claims, defenses, demands, debts, obligations, judgments, actions, causes of action, liens, and liabilities between them, including, but not limited to, any and all claims, offsets, debts or defenses that were asserted in the Lawsuit and any and all claims, offsets, debts or defenses that could have been asserted in the Lawsuit.

WHEREAS, the parties desire to enter into a settlement agreement regarding the Dispute and the parties hereby agree as follows:

1. **Settlement Amount and Payment Terms.** In full and final settlement of all issues relating to the Dispute pending between the Parties, including all claims raised in the Dispute, the parties hereby agree that the XL Catlin AXA XL will pay Plaintiff Thirty-two Thousand, Seven hundred and sixteen dollars and seventy-seven cents (\$32,716.77). Such settlement amounts should be made payable to City of Fernandina Beach and should be sent to:

Tammi Bach
City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

Such settlement amounts are due and owing within thirty (30) days of the VRLs receipt of this fully executed Agreement.

1. **General Release from Plaintiff.** Upon the Effective Date Plaintiff fully and completely release and forever discharge the Defendant and their respective past and present parent

companies, related and affiliated companies, subsidiaries, predecessors, successors, and assigns, and each entity's respective present and past directors, officers, partners, attorneys, agents, employees, members, managers, shareholders, stockholders, insurers, including XL Catlin AXA XL, and reinsurers, from any and all lawsuits, arbitrations, causes of action, claims, liens, demands, debts, defenses, and costs, of any nature whatsoever, whether based on contract, tort, or other theory of recovery (including, but not limited to statutory causes of action), including but not limited to claims for property damage, including loss of use and personal property, medical expenses, personal injury, bodily injury, loss of income, mental anguish, pain and suffering, breach of the duty to defend, breach of the duty to indemnify, additional insured rights/status, unfair claims handling or any other insurer misconduct, bad faith (statutory and common law), breach of contract And, without limiting the foregoing, any other losses or damages, whether compensatory (general and special), punitive or exemplary, or for attorneys' fees and costs (whether past or future, whether claimed to be due and owing under any statute, the common law, contract or insurance policy, including but not limited to 627.428 Fla. Stat., § 626.9373 and/or the confession of judgment doctrine), whether known or unknown, suspected or unsuspected, foreseen or unforeseen, liquidated or unliquidated, accrued or unaccrued, which were or could have been asserted, now or in the future, against the Defendant directly or indirectly attributable to the construction and/or repair of the Property, the sale of the Property to the Plaintiff, their habitation of the Property, any aspects of the transactions represented thereby concerning the Property, any consideration for the transactions between the parties and all damages and causes of action flowing therefrom, including, without limitation, those claims or causes of action that were brought or could have been brought in the Lawsuit. **THIS IS A GENERAL RELEASE OF ANY AND ALL OF PLAINTIFF'S CLAIMS AGAINST THE DEFENDANTS FROM THE PRESENT DATE TO THE END OF TIME ARISING OUT OF OR RELATING TO THE CONSTRUCTION, REPAIR, SALE, AND/OR HABITATION OF THE PROPERTY. THIS RELEASE IS ONLY MEANT TO RELEASE THE DEFENDANT FOR THE SCOPE OF WORK OF VRL.**

2. **Warranty of Exclusive Rights.** Plaintiff represents and warrants that they have the sole right and exclusive authority to execute the Agreement and receive the sum specified in it, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action released in this Agreement.

3. **No Admission of Wrongdoing/Liability.** Plaintiff agrees and acknowledges that they accept the payment referenced in paragraph one above as a full and complete compromise of matters involving the Dispute and the Property, and that such payment shall not be considered an admission of any liability or wrongdoing by the Defendant. It is further understood and acknowledged by all parties that this Agreement does not constitute an admission of liability or wrongdoing on the part of the Defendant and that this Agreement is purely an act of compromise.

4. **Tax Consequences.** Plaintiff agrees that if it is later determined by the Internal Revenue Service that taxes of any type should have been paid in connection with any benefit Plaintiffs receive pursuant to this Agreement, that Plaintiff will be solely responsible for paying such taxes.

5. **Adequate Consideration.** Plaintiff acknowledges that the consideration received by Plaintiff in connection with this Agreement is fair, adequate and substantial and consists only

of the terms set forth in this Agreement.

6. **Warranty of Voluntary Agreement.** The parties warrant that they have entered this Agreement voluntarily and of their own accord without reliance on any inducement, promise, or representations by any other party.

7. **Warranty of Understanding and Advice of Counsel.** The parties state that they have carefully read this Agreement, know its content, and freely and voluntarily agree to all of its terms and conditions. Each party warrants that it has obtained the advice of counsel with regard to this Agreement.

8. **Governing Law.** It is hereby agreed by the parties that this Agreement shall be governed by the laws of the State of Florida, regardless of any conflicts of law provision requiring reference to the rules of, decisions in, and/or laws of another state or sovereign nation.

9. **Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be one and the same instrument. Delivery of an executed counterpart of this Agreement by email and/or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

10. **Merger, Amendments, and Waiver.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement. It supersedes all prior and contemporaneous agreements, representations, and understandings between the Parties related thereto. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement by a party shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver by a party shall be binding unless executed in writing by the party against whom enforcement of the waiver is sought.

11. **Incorporation of Recitals.** The parties warrant and represent that the above-stated Background Recitals are true and accurate statements in all material respects and reflect the intent of the parties in entering into this Agreement. The Background Recitals are incorporated by reference into the terms of the Agreement.

12. **Warranty Acknowledgement.** In entering into this Agreement, Plaintiff acknowledges and agrees that they will not make any additional warranty claims (or any other claims) to the Defendant, or their respective past and present parent companies, related and affiliated companies, subsidiaries, predecessors, successors, and assigns, and each such entity's present and past directors, officers, partners, attorneys, agents, employees, members, managers, or shareholders and stockholders.

13. **Confidentiality.** Except as required by law, Plaintiff agrees to keep the terms of this Agreement confidential. This covenant does not, however, preclude Plaintiffs from providing testimony or information pursuant to a subpoena or other legal process in connection with any legal proceedings or in connection with any investigations that may be conducted by governmental authorities. Additionally, this covenant does not preclude Plaintiff from disclosing the terms and facts of this Agreement to a tax advisor, or attorney, reinsurers, agents, and all insurance reporting

entities for the sole purpose of obtaining tax and/or legal advice. However, should the Plaintiffs violate this provision; the Plaintiff agrees to payback XL Catlin AXA XL the amount of the settlement as detailed in Paragraph 1.

14. **No Party is Drafter.** Should any provision of the Agreement require interpretation or construction, each party acknowledges participation in the negotiation of this Agreement and agrees that no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated, or drafted such provision.

15. **Successors.** This Agreement is binding upon the parties' successors and assigns.

IN WITNESS WHEREOF, this Agreement has been signed by the parties as shown below.

City of Fernandina Beach

By: _____

Printed Name: _____

Title: _____

DATED: _____

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY



Purchase Order

Fiscal Year 2018

Page: 1 of: 1

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City of Fernandina Beach
MAINTENANCE DEPARTMENT
1017 SOUTH 5TH STREET
FERNANDINA BEACH, FL 32034

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **18000328**

Delivery must be made within doors of
specified destination.

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WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN RD
CLEVELAND, OH 44122

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MAINTENANCE DEPARTMENT
1017 SOUTH 5TH STREET
FERNANDINA BEACH, FL 32034

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference			
				18529					
Date Ordered	Vendor Number		Date Required	Freight Method/Terms			Department/Location		
08/15/2018	411						FACILITIES		
Item#	Description/PartNo					QTY	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading LIBRARY ROOF REPAIR								
1	LIBRARY ROOF REPAIR AS OUTLINED IN PROPOSAL DATED JUNE 14, 2018 FOR THE EXPANSION JOINT AND ALPHAGUARD REPAIR; PRICING PER AEPA CONTRACT IFB #017-F; CITY COMMISSION APPROVED VIA RESOLUTION 2018-107 ON AUGUST 7, 2018.					1.0	EACH	\$32,716.77	\$32,716.77
	***** GL SUMMARY *****								
	0017100 - 54610					\$32,716.77			

By: PAC Clifford
Comptroller

VENDOR COPY

Total Ext. Price	\$32,716.77
PO Total	\$32,716.77

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 by 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.

INVOICE

TREMCO
 ROOFING & BUILDING MAINTENANCE

 TREMCO
 3735 GREEN ROAD, BEACHWOOD, OH 44122-5730 (216) 292-5000

RECEIPT OF THIS ORDER SHALL BE ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED ON THE FRONT AND BACK HEREOF. (V 6, 2001)

SHIP TO CITY OF FERNANDINA BEACH PUBLIC LIBRARY 25 NORTH 4TH STREET FERNANDINA BEACH FL 32034		ACCOUNT NUMBER 6114635			
		INVOICE NO. 95391595	INVOICE DATE 09/27/2018	DUE DATE 10/27/2018	
CHARGE TO CITY OF FERNANDINA BEACH MAINTENANCE DEPARTMENT 1017 SOUTH 5TH STREET FERNANDINA BEACH FL 32034		CUST. P.O. 18000328			
		ORDER NUMBER 35034903			
		TERMS 2% 10 days, net 30			
		SHIPPED FROM		SHIP DATE	
		ROUTING - IF SPECIFIED		DELIVERY NO.	
		FREIGHT (F.O.B.: SHIPPING POINT) PPA PREPAID AND ADD			
(PLEASE MAKE ANY CORRECTIONS TO ABOVE INFORMATION) NO RETURN MERCHANDISE UNLESS AUTHORIZED BY OUR REPRESENTATIVE					
REPRESENTATIVES Moore, Jason					
QTY	FORMULA NO. AND DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	CON PR CONTRACTING PATCH & REPAIR CITY OF FERNANDINA BEACH-179073 PO 18000328 BILLING 100% 9-27-18 D.KADAS 216-292-5055 Service Order: 9532671 DISCOUNT AMT IF PAID BY 10/07/2018 \$654.34		1 EA		32,716.77
If you would prefer to receive your invoices by email or fax, please contact Customer Service.					
				SUBTOTAL	32,716.77
LOCAL TAX 0.00		COUNTY TAX 0.00		SALES TAX	0.00
				SHIPPING	0.00
				TOTAL DUE	32,716.77

 Tremco/Weatherproofing Technologies, Inc.
 P.O. BOX 931111
 CLEVELAND, OH 44193-0511

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

 CITY OF FERNANDINA BEACH
 MAINTENANCE DEPARTMENT
 1017 SOUTH 5TH STREET
 FERNANDINA BEACH FL 32034

 ACCOUNT NUMBER: 6114635
 CUST. P.O.: 18000328
 TERMS: 2% 10 days, net 30

INVOICE NO. 95391595	INVOICE DATE 09/27/2018	SUBTOTAL 32,716.77	
		SALES TAX 0.00	
		SHIPPING 0.00	
		TOTAL DUE	32,716.77 USD

 IF THIS ORDER IS SALES TAX
 EXEMPT AND WE HAVE
 CHARGED SALES TAX,
 MARK BOX AND RETURN
 A COMPLETED, SIGNED
 SALES TAX EXEMPTION
 CERTIFICATE WITH YOUR
 REMITTANCE. THANK YOU.

COMMENTS:

 Mail check to address shown or call to pay
 by ACH or wire transfer.
 Credit card accepted at time of purchase.

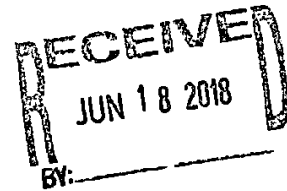
Thank you for your payment. We appreciate your business.



007100 54610

ROOF REPAIR INVOICE

C.O.F.B public library



- locate leak on flat modified rolled roofing
- repair any seems or cracks within the damaged or leaking area
- Remove all waste from job site .
- price includes labor and material .
- Citrus contracting is not responsible for any satellite dishes removed during work and all cost to have them re- install will be paid by the homeowner . (WE DO NOT RECOMMEND ANY SATELLITE DISHES BE INSTALLED ON ANY ROOF) due to future leaking .
- Total cost : \$920.00
- 30% down payment required to start work .

Gillette & Associates, Inc.

20 South 4th Street
Fernandina Beach, FL 32034
904-261-8819

Invoice

Date	Invoice #
7/18/2018	6944

Bill To
City of Fernandina Beach Mr. Jeremiah Glisson 1015 South 5th Street Fernandina Beach, FL 32034

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		7/18/2018			Library
Quantity	Item Code	Description			Price Each	Amount
3	Structural - Comm Reproduction-Civil	Library Roof Leaks- Inspection & Recommendation Reproductions			130.00 15.89	390.00 15.89



City of Fernadina Beach
Library Expansion Joint Repair
Fernadina Beach, FL
October 19th, 2018



Overview of existing transition.



Overview of existing transition.



Existing roof cut out down to existing steel deck.



Wood nailer fastened to steel deck.



Wood nailer fastened to masonry wall.



Composite ply HT installed over wood nailers.



Composite ply HT installed over wood nailer.



Termination bar fastened into masonry wall 6" on center.



TremSeal PRO applied to transition over rubber seal.



Overview of rubber seal over expansion joint.



Caulk applied over termination bar at corner with 3 course mastic.



3-course mastic with mesh over PowerPly Standard Cap sheet



Sheet metal cleat installed 12" on center.



Overview of sheet metal cleat.



Overview of two-piece metal expansion joint.



Overview of two-piece metal expansion joint.



Overview of two-piece metal expansion joint.



Overview of two-two-piece metal expansion joint.



Overview of split membrane caused by lack of expansion joint.



Overview of split membrane caused by lack of expansion joint.



Application of Alphaguard BIO Base coat with reinforcement.



**Application of Alphaguard BIO Base coat with
reinforcement.**

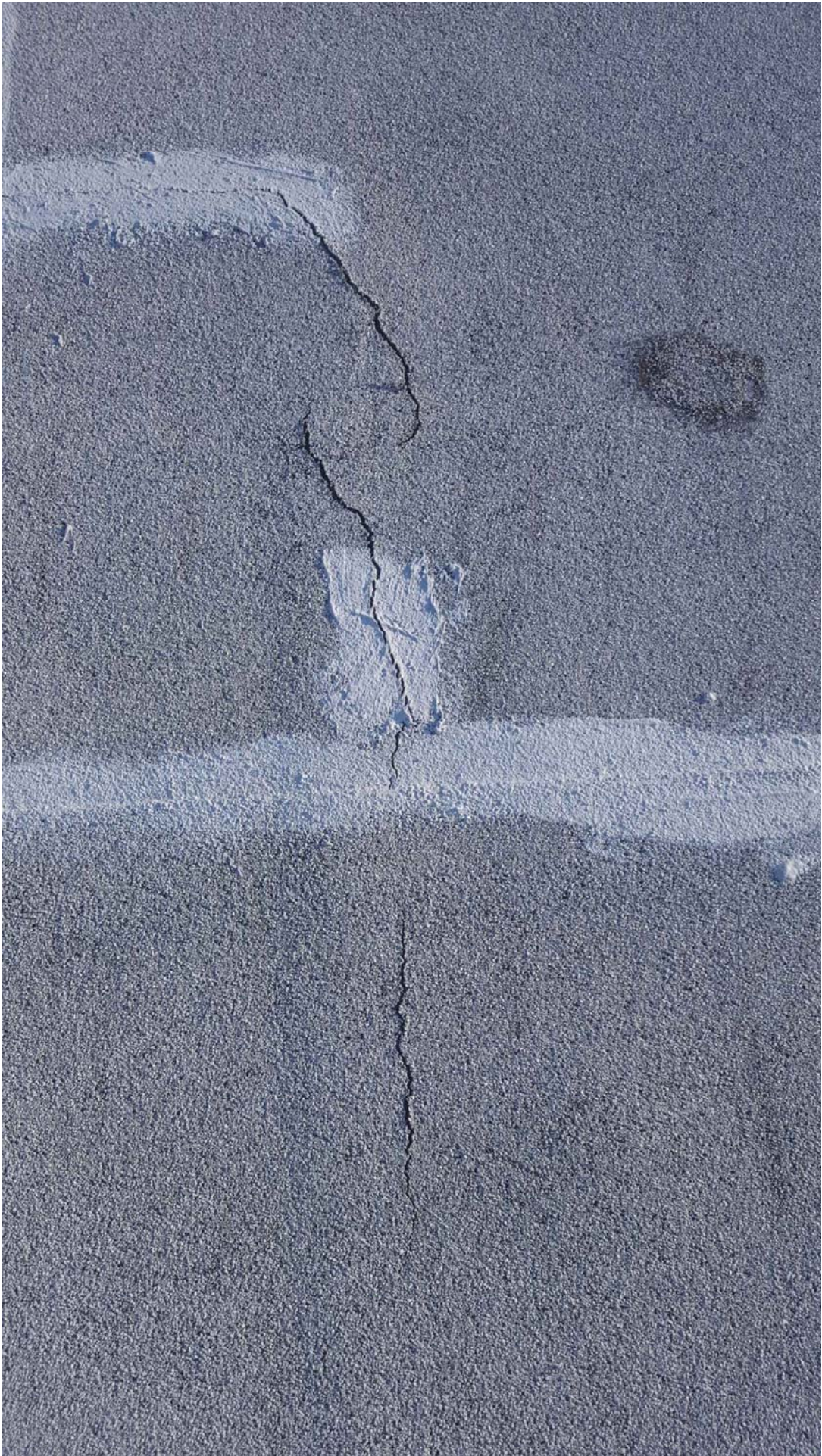


Overview of completed Alphaguard BIO Top Coat.



Overview of completed Alphaguard BIO Top Coat.





RESOLUTION 2018-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING WEATHERPROOFING TECHNOLOGIES, INC (A SUBSIDIARY OF TREMCO INC) TO PERFORM ROOF REPAIRS TO THE BUILDING AT 25 NORTH 4TH STREET IN AN AMOUNT NOT TO EXCEED \$34,350; APPROVING AMENDMENTS TO THE LIBRARY BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City building at 25 North 4th Street which houses the Nassau County Public Library has roof leaks; and

WHEREAS, staff recommends hiring Weatherproofing Technologies, Inc. (a subsidiary of Tremco Incorporated) to make the necessary repairs to the roof. Repairs consist of the installation of an expansion joint and the application of a sealant over the damaged portions of the roof; and

WHEREAS, pricing for roof repairs by Weatherproofing Technologies, Inc. is awarded by pre-bid contract through the Association of Education Purchasing Agencies (AEPA) via contract #IFB #017-F; and

WHEREAS, staff recommends budget amendments transferring \$34,350 to the Library Repair/Maintenance Building account, 0017100 54610, from the following accounts: \$10,000 from the Non Departmental Repair/Maintenance Building account, 0011910 54610; \$10,000 from the Building Non Capital Equipment account, 0012400 56401; \$8,000 from the Downtown Repair/Maintenance Building/Grounds account, 0015200 54610; \$5,000 from the Streets Non Capital Equipment account, 0014100 56401; and \$1,350 from the Finance Equipment account, 0011300 56400.

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

SECTION 1. The City Commission hereby approves hiring Weatherproofing Technologies, Inc. for the repairs at the library at 25 North 4th Street in an amount not to exceed \$34,350.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to this proposal, upon review and approval of the City Attorney.

SECTION 3. The City Commission hereby approves budget amendments transferring \$34,350 to the Library Repair/Maintenance Building account, 0017100 54610, from the following accounts: \$10,000 from the Non Departmental Repair/Maintenance Building account, 0011910 54610; \$10,000 from the Building Non Capital Equipment account, 0012400 56401; \$8,000 from the Downtown Repair/Maintenance Building/Grounds account, 0015200 54610; \$5,000 from the Streets Non Capital Equipment account, 0014100 56401; and \$1,350 from the Finance Equipment account, 0011300 56400.

SECTION 4. This Resolution shall be effective immediately upon passage.

ADOPTED this 7th day of August, 2018.

ATTEST:



Caroline Best
City Clerk

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

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

Tammi E. Bach
City Attorney

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 Second 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.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on February 5, 2019.

The highlighted text represents additional amendments for consideration since the First Reading.

FISCAL IMPACT: A nominal application fee will apply.

CITY ATTORNEY COMMENTS: No additional comments.

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

Dale Martin, City Manager 02/21/2019

Tammi E. Bach, City Attorney 02/22/2019

Date: February 08, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

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, animal 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 enactment.

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

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, March 5, 2019, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

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.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the February 20, 2019 edition of the News Leader.

Please send proof of publication to:

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



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

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2019-05 at Second 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 the community, the City Commission, and City staff can review and recommend changes, if appropriate, to the FLUM. The temporary moratorium was recommended for six months; however, the City Attorney is recommending one year due to the time it will take to review proposed changes and prepare the appropriate Ordinances. This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on February 5, 2019.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: See above.

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

Kelly Gibson, AICP, Planning Director	02/15/2019
Nicole Bednar, Administrative Services Manager	02/15/2019
Dale Martin, City Manager	02/26/2019
Tammi E. Bach, City Attorney	02/26/2019

Submitted By: _____ Date: February 08, 2019
Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

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 enactment.

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

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, March 5, 2019, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

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.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

Note:

Please run as a DISPLAY in the February 20, 2019 edition of the News Leader.

Please send proof of publication to:

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 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 Second 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.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on February 5, 2019.

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 enact proposed Ordinance 2019-06 at Second Reading.

Kelly Gibson, AICP, Planning Director	02/15/2019
Nicole Bednar, Administrative Services Manager	02/15/2019
Dale Martin, City Manager	02/21/2019
Pauline Testagrose, Comptroller	02/22/2019
Tammi E. Bach, City Attorney	02/22/2019

Date: February 08, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

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 1.02.02, 1.02.03, 1.02.04, 1.02.08, 1.02.09, and 1.07.10 and recommends approval of the applicant's request.

NOW, THEREFORE, BE IT ORDAINED 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 enactment.

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

**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.





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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.

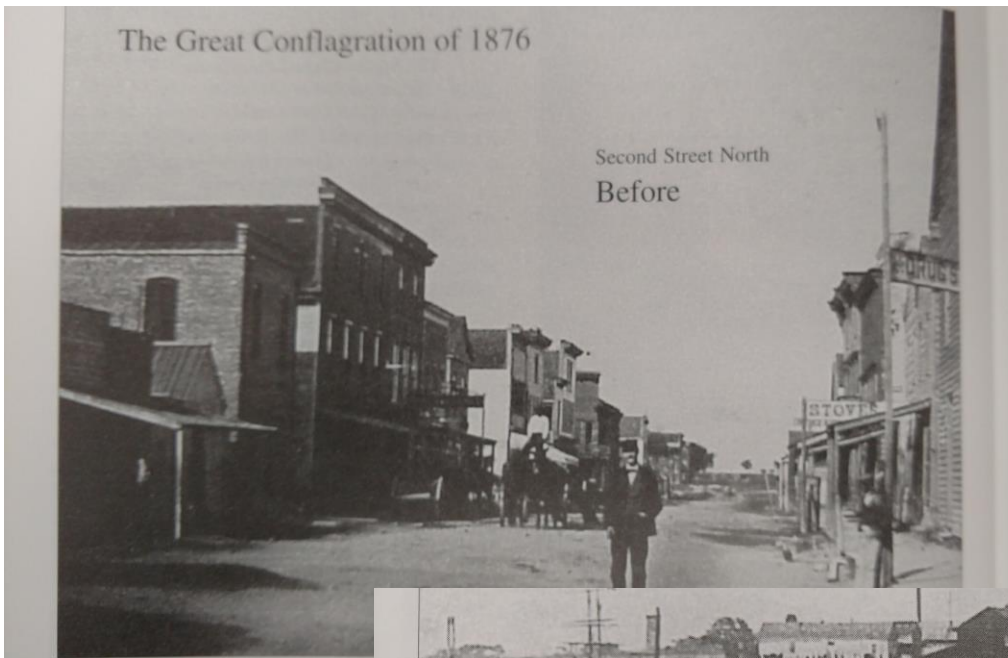
Central Business District (CBD)

- 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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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...

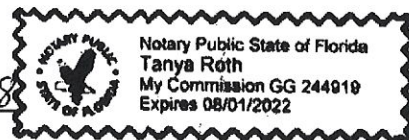
Angela K. Morgan DocuSigned by:
(Signature of owner) Angela K. Morgan
-3DE77C0977D44AC...

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)

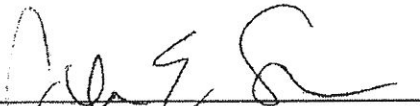
(Print name of owner)

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

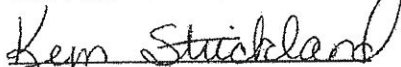


By: John E. Sasser
Its: Authorized Member

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)

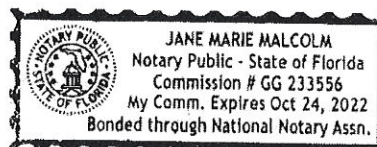
Peter O. Mallory, Castilian Properties Inc. (Print name of owner) _____ (Print name of owner)

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

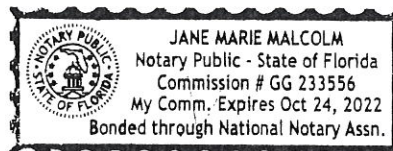
Subscribed and sworn to before me this 31st day of October, 2018.

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

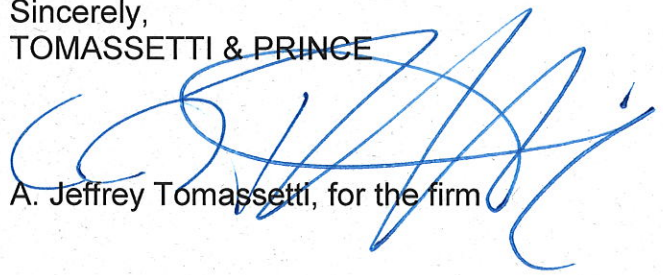
residential dwellings on the (C-2) zoned Subject Properties because the CBD FLUM designation and C-3 zoning permits both residential and commercial uses.

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

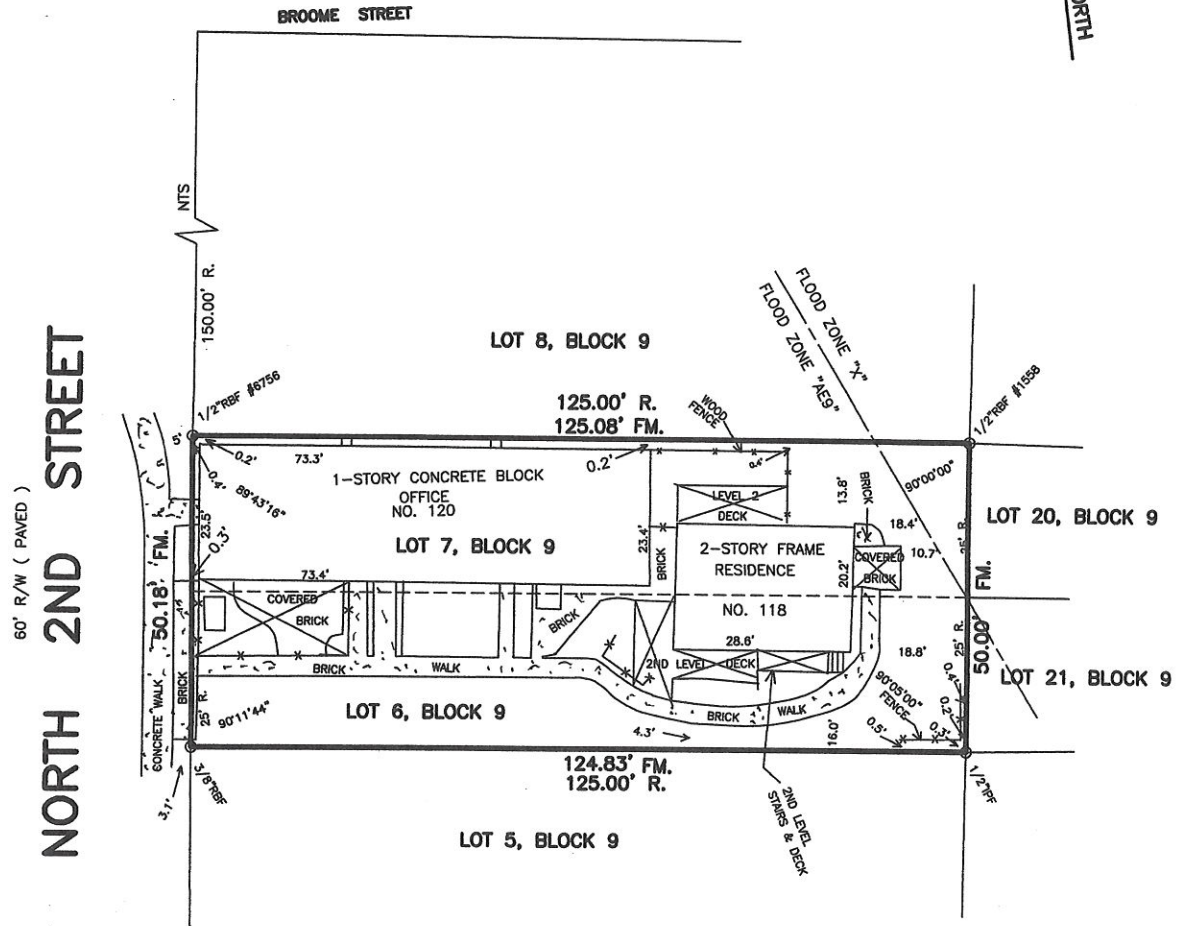

A. Jeffrey Tomassetti, for the firm

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

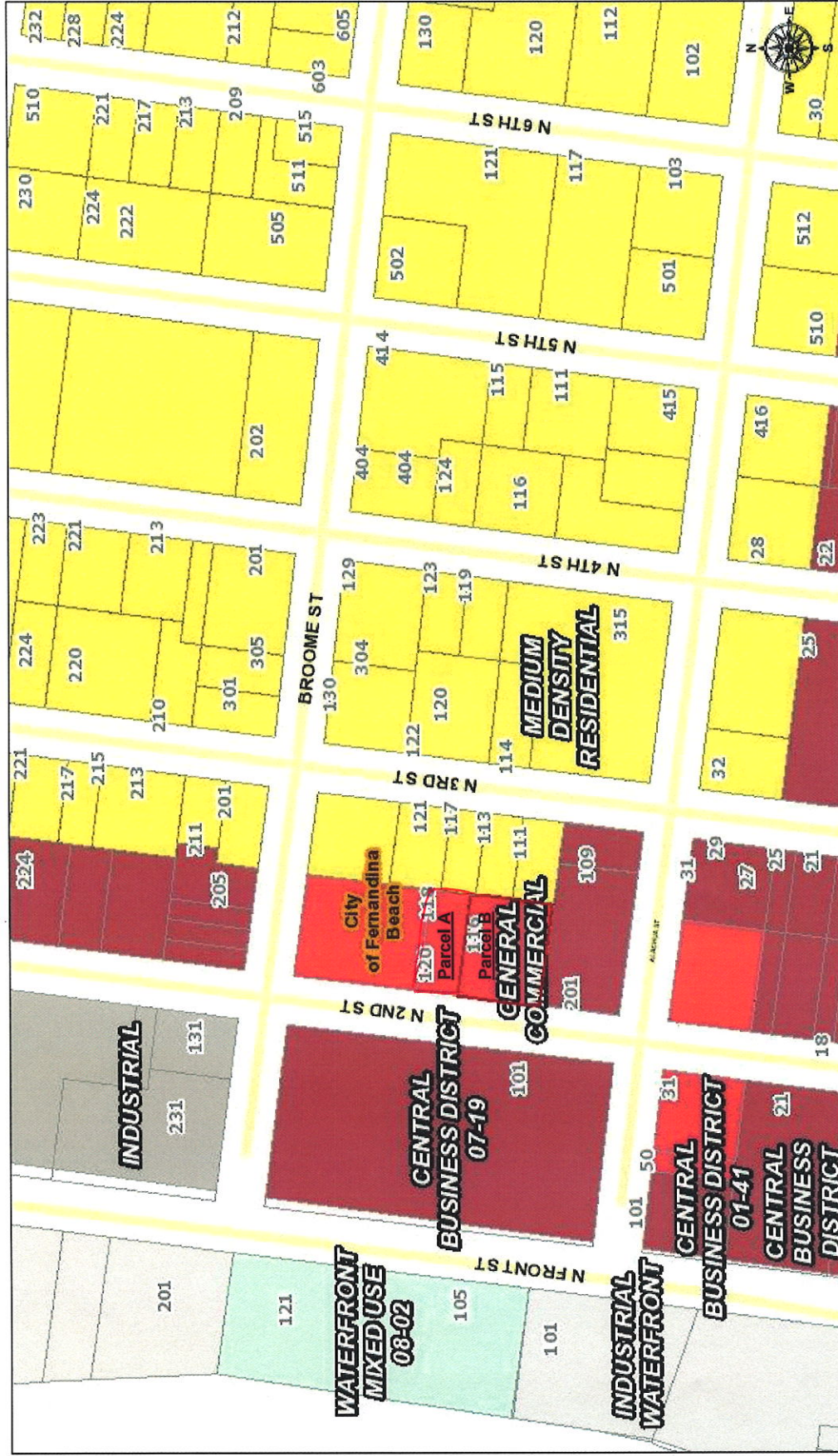
FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120172 PANEL NO. 2376
DATED 8/2/17

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.

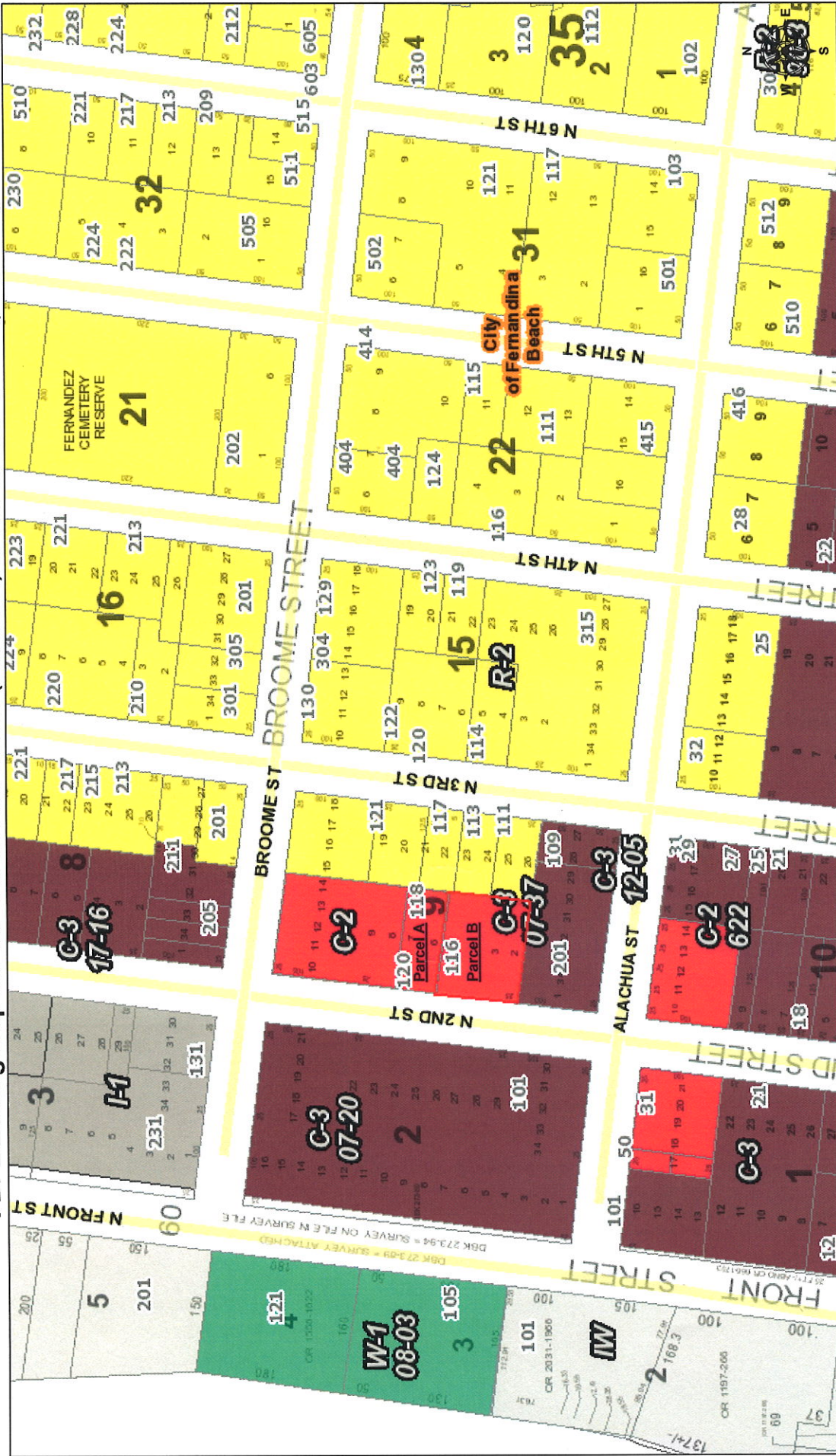
FBFL FLUM Map for 120 N. 2nd Street (Parcel A) & 116 N. 2nd Street (Parcel B)



October 15, 2018

EXHIBIT A

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



October 14, 2018

EXHIBIT B

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



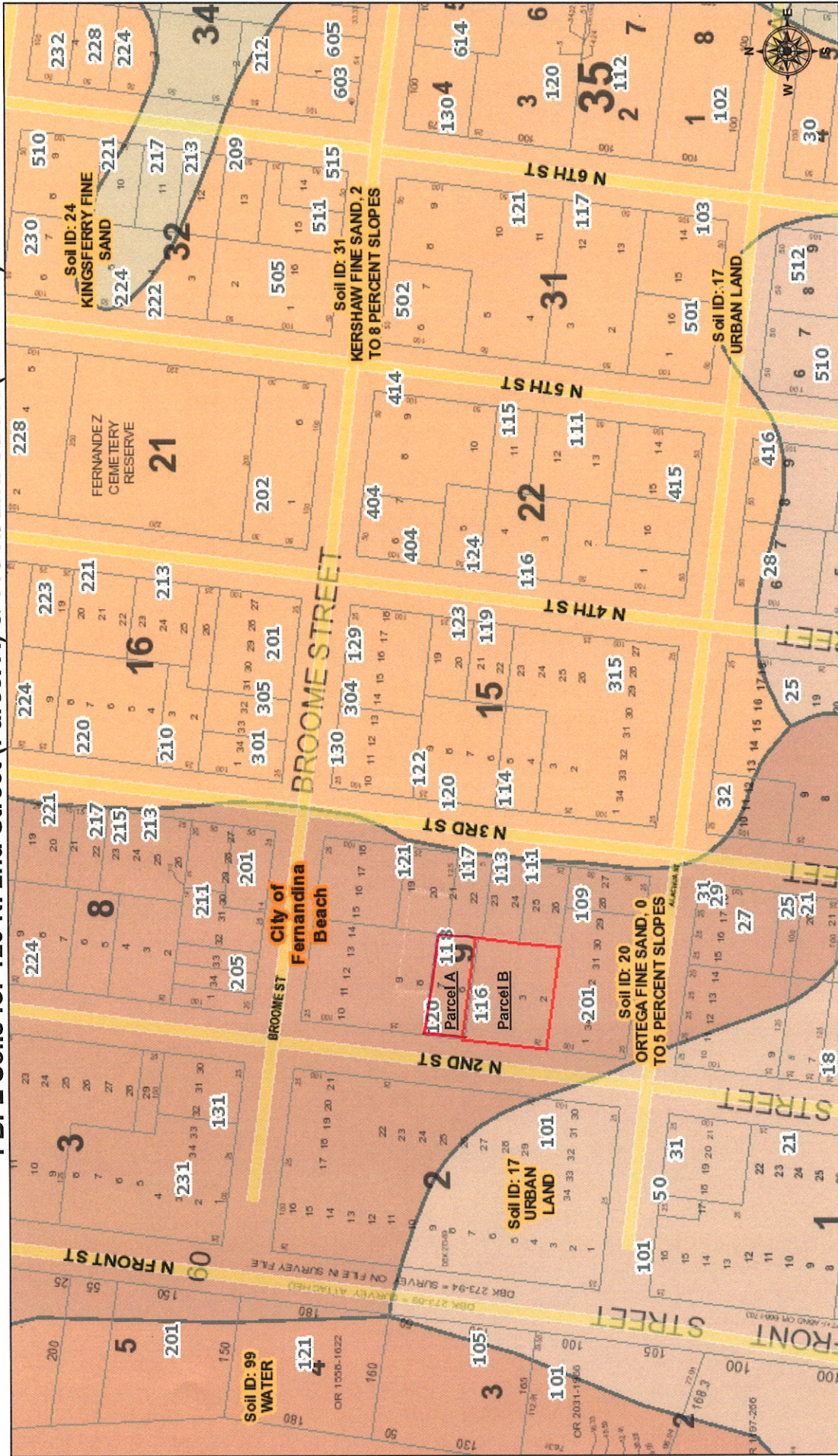
October 14, 2018

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

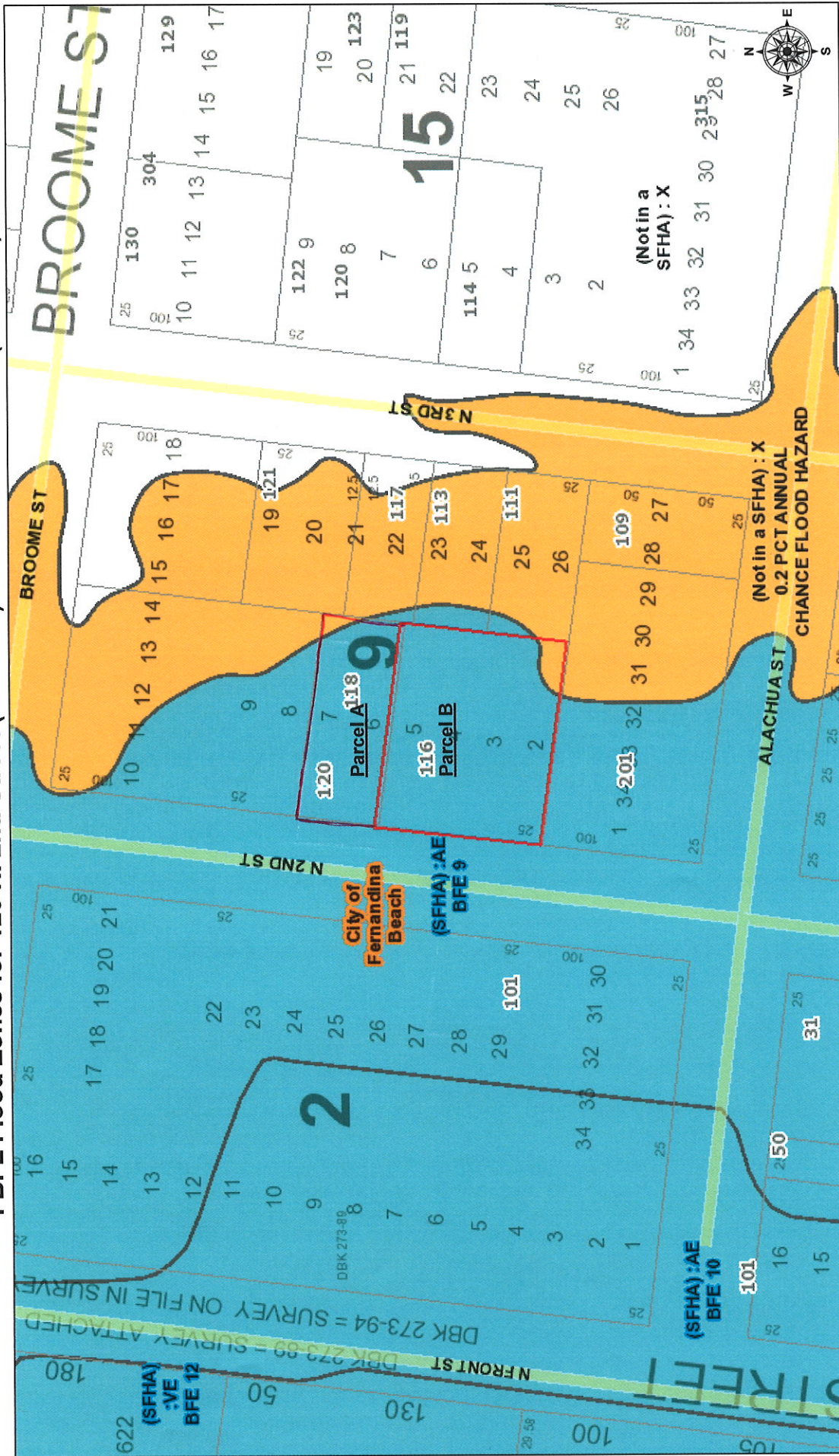
1:2,257

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

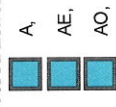
EXHIBIT E

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



October 14, 2018

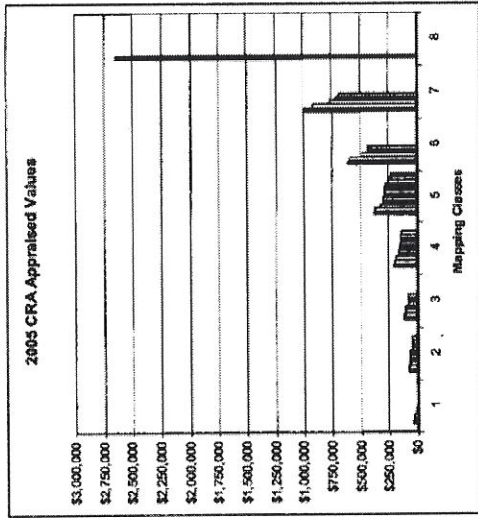
Flood Zones - Effective Date August 2, 2017



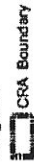
X, AREA OF MINIMAL FLOOD HAZARD

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



2005 CRA Appraised Values

1	\$3,982.00 - \$30,195.00
2	\$30,195.00 - \$71,614.00
3	\$71,614.00 - \$114,144.00
4	\$114,144.00 - \$205,659.00
5	\$205,659.00 - \$379,345.00
6	\$379,345.00 - \$611,728.00
7	\$611,728.00 - \$1,001,879.00
8	\$1,001,879.00 - \$2,844,645.00

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

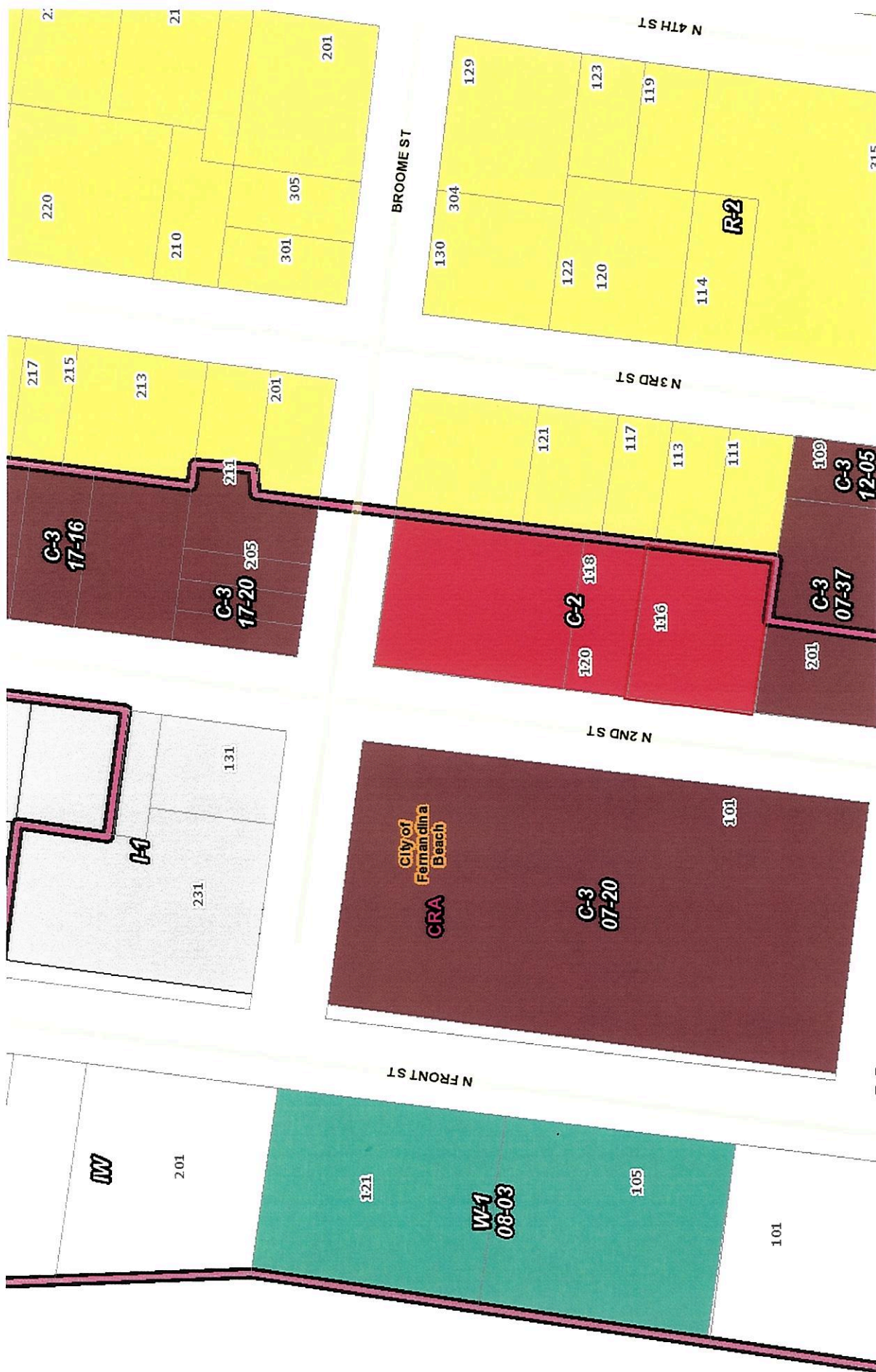


EXHIBIT B

ZONING AND CRA BOUNDARY



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.

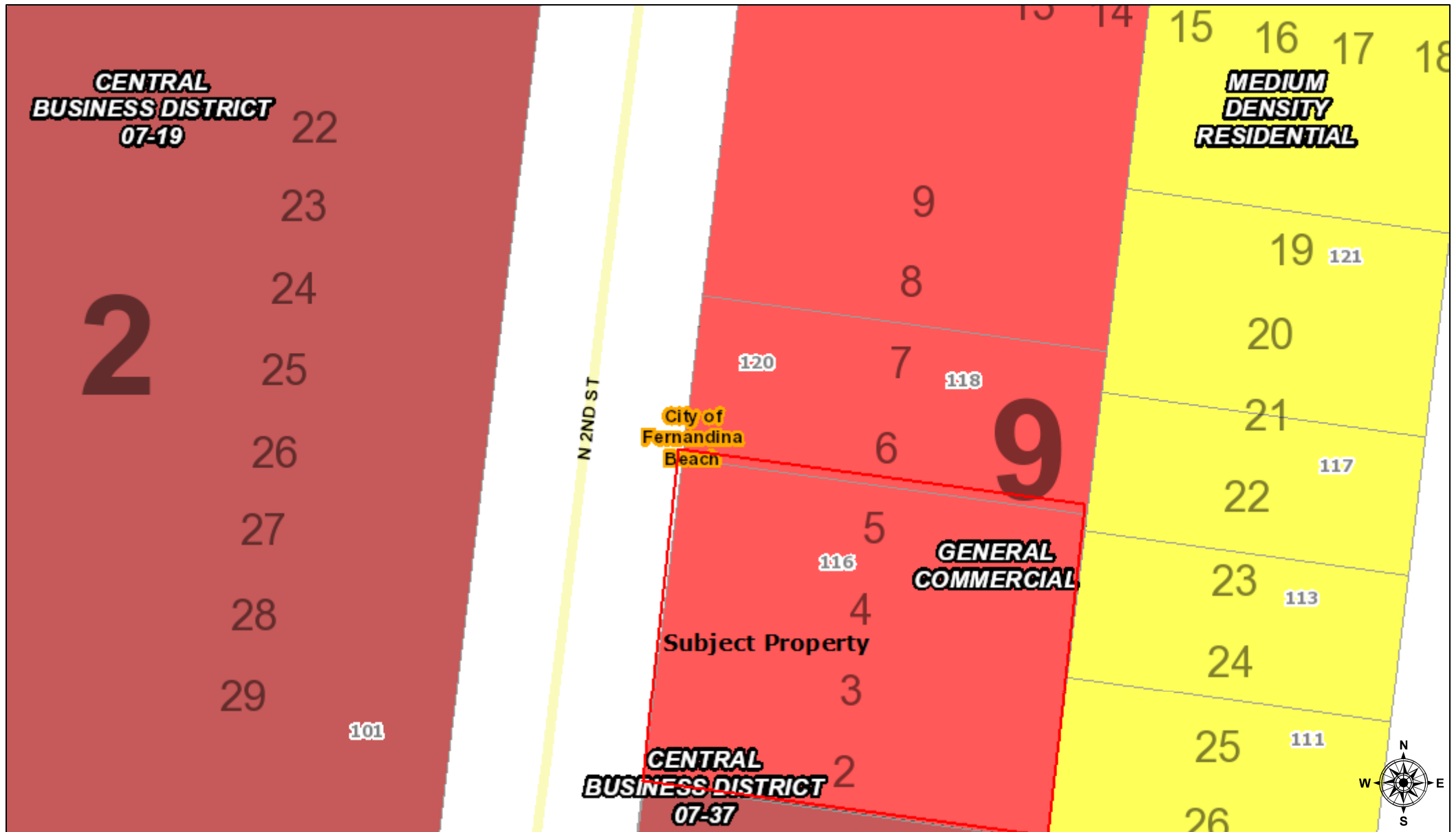
To talk with a planner about specific questions or to submit due diligence requests for more detailed information on the property, please contact the Department of Planning & Conservation at 904-310-3480.

Sincerely,

Salvatore J. Cumella

Attachments: Exhibit A- Identification Maps; Zoning & FLUM

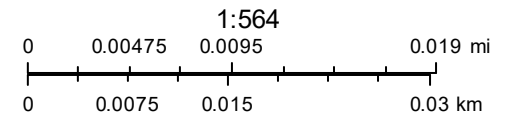
116 N. 2nd Street FLUM



December 27, 2018

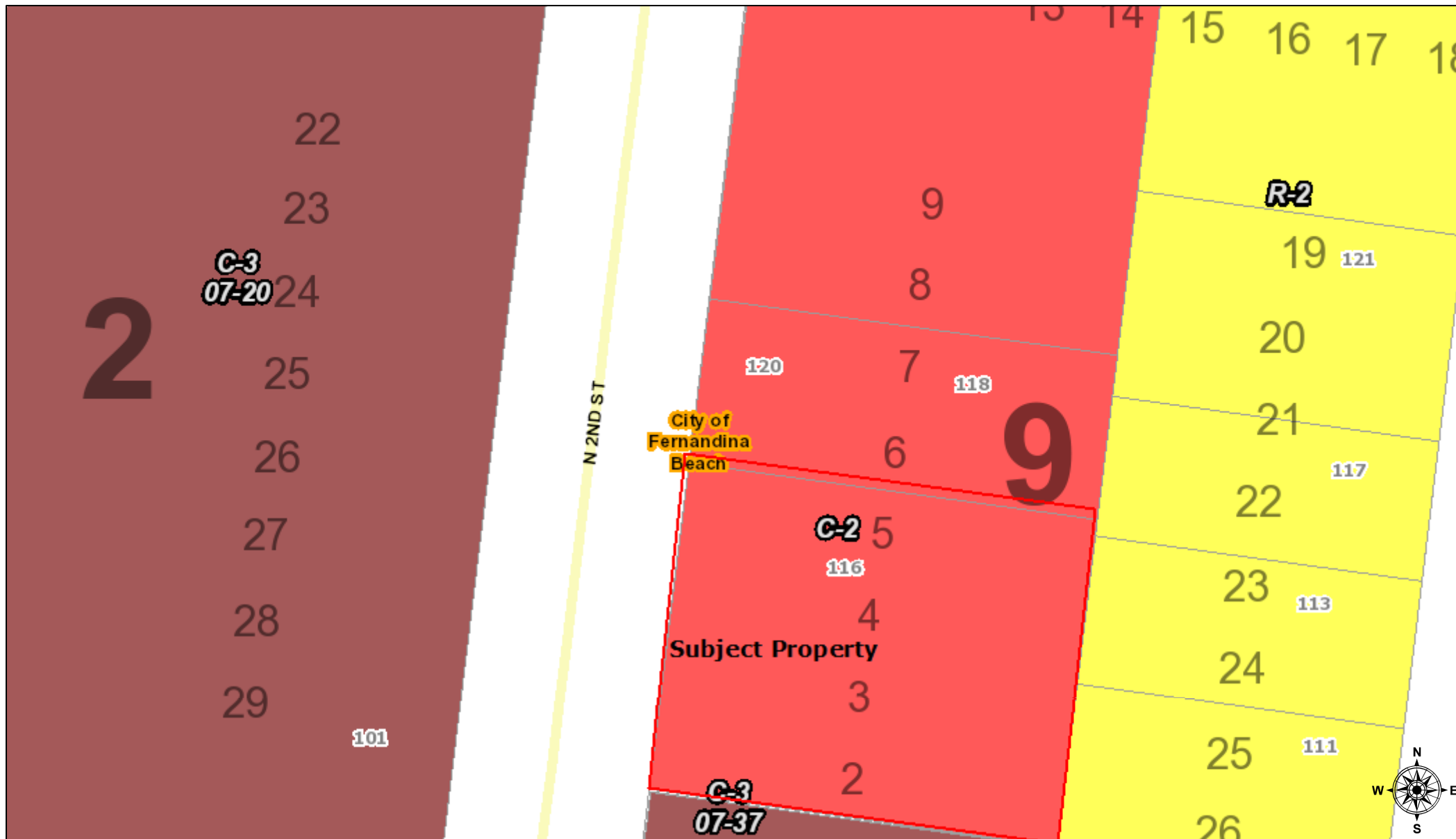
911 Address Labels

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

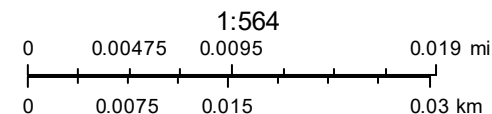
116 N. 2nd Street Zoning



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.

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.

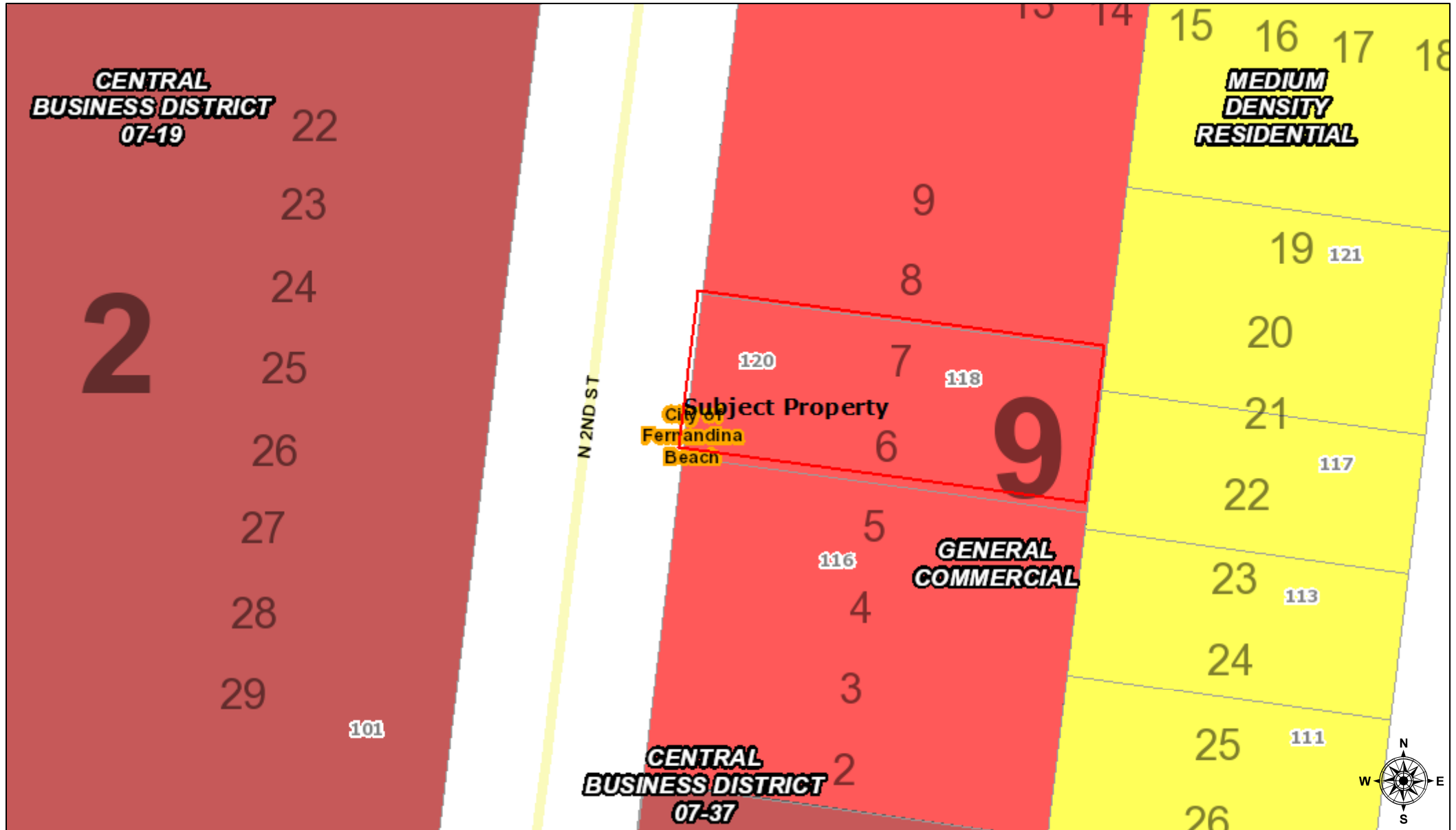
To talk with a planner about specific questions or to submit due diligence requests for more detailed information on the property, please contact the Department of Planning & Conservation at 904-310-3480.

Sincerely,

Salvatore J. Cumella

Attachments: Exhibit A- Identification Map; Zoning & FLUM

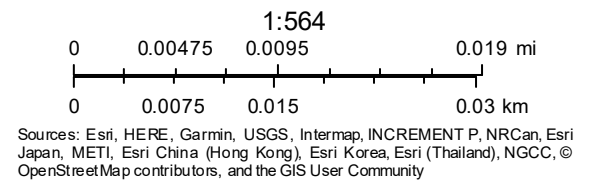
120 N. 2nd Street FLUM



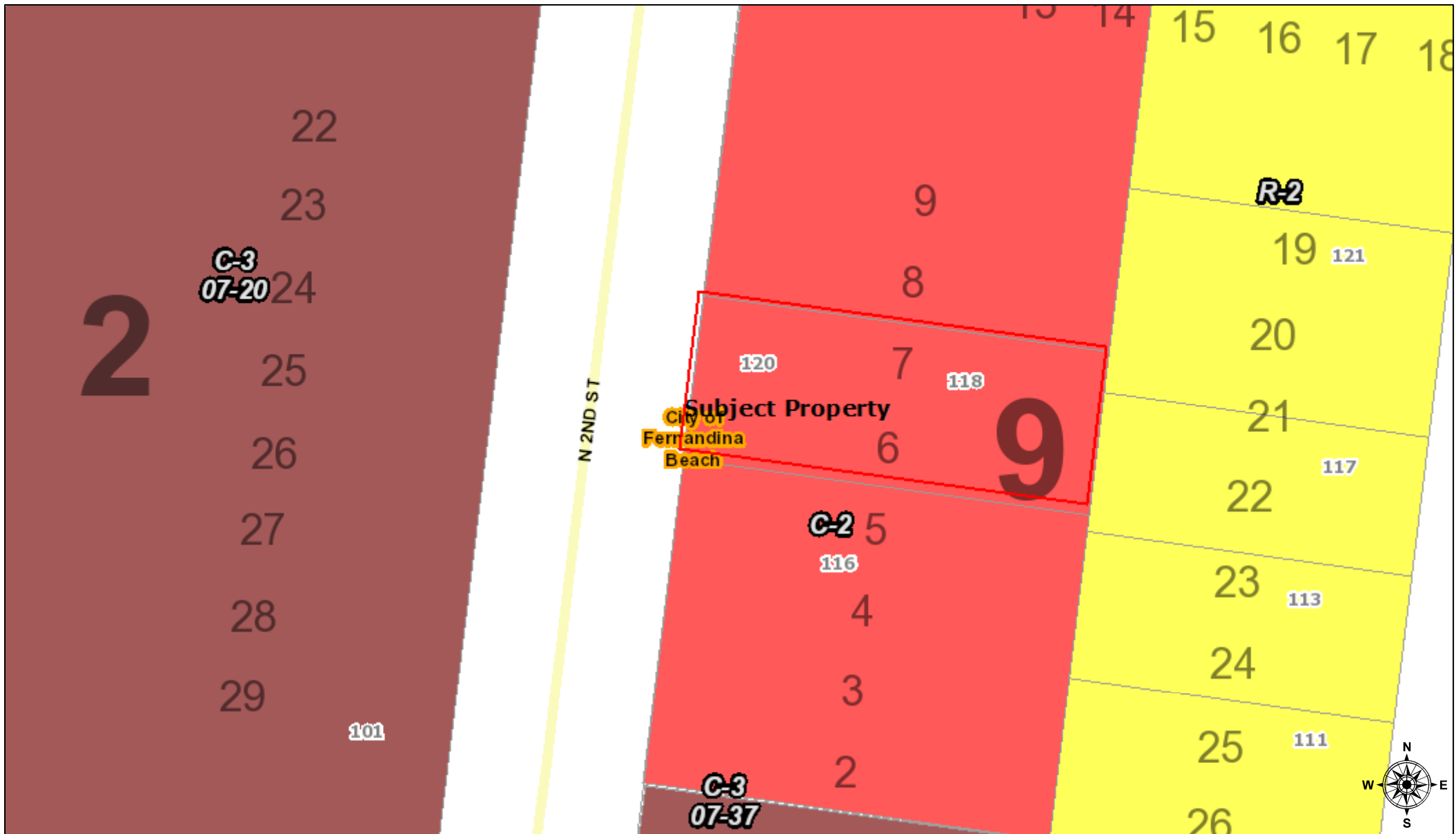
December 27, 2018

911 Address Labels

☐ Land Parcels



120 N. 2nd Street Zoning

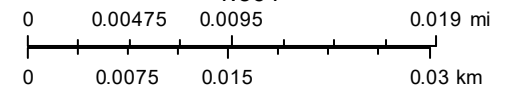


December 27, 2018

911 Address Labels

☐ Land Parcels

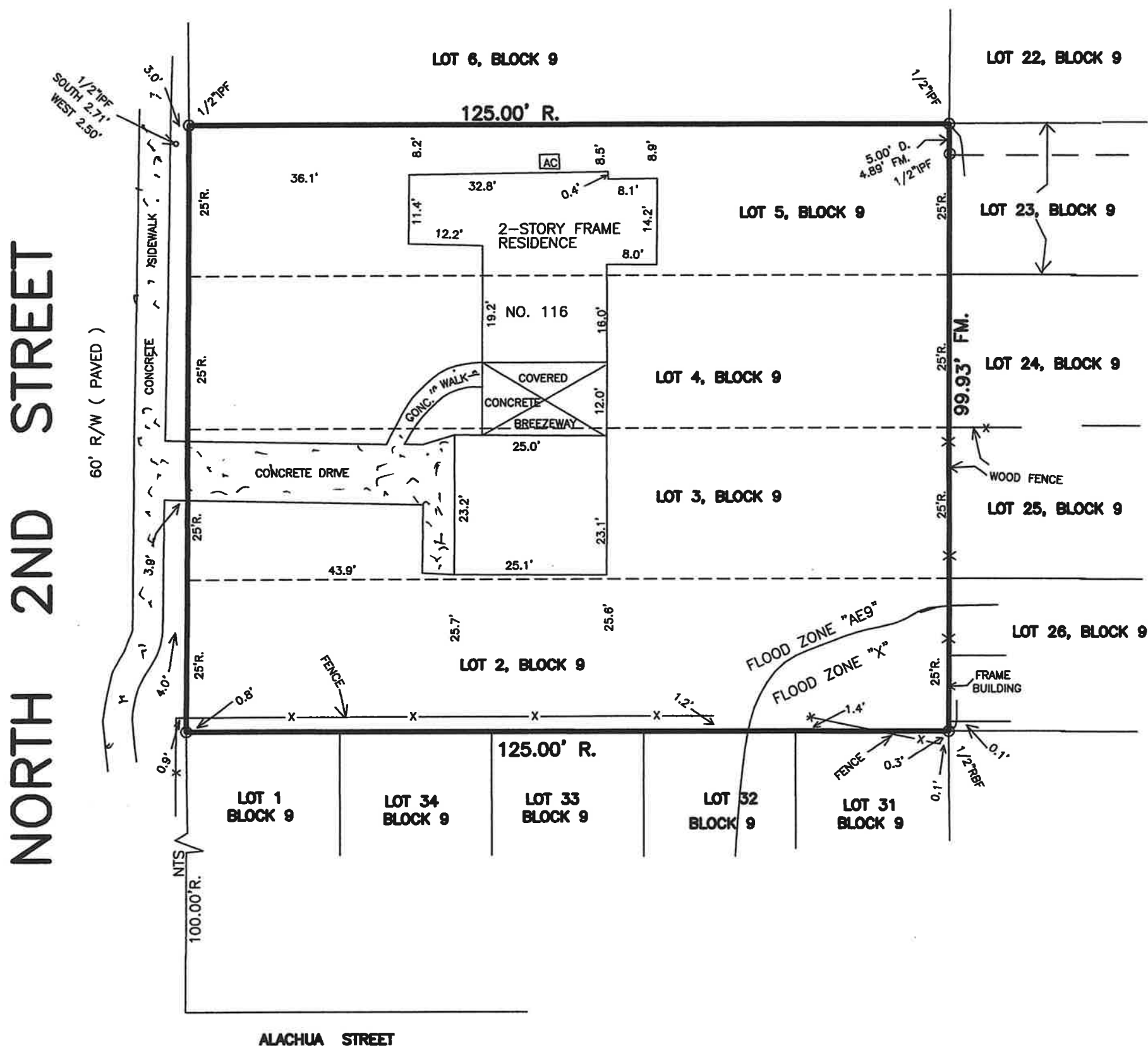
1:564



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



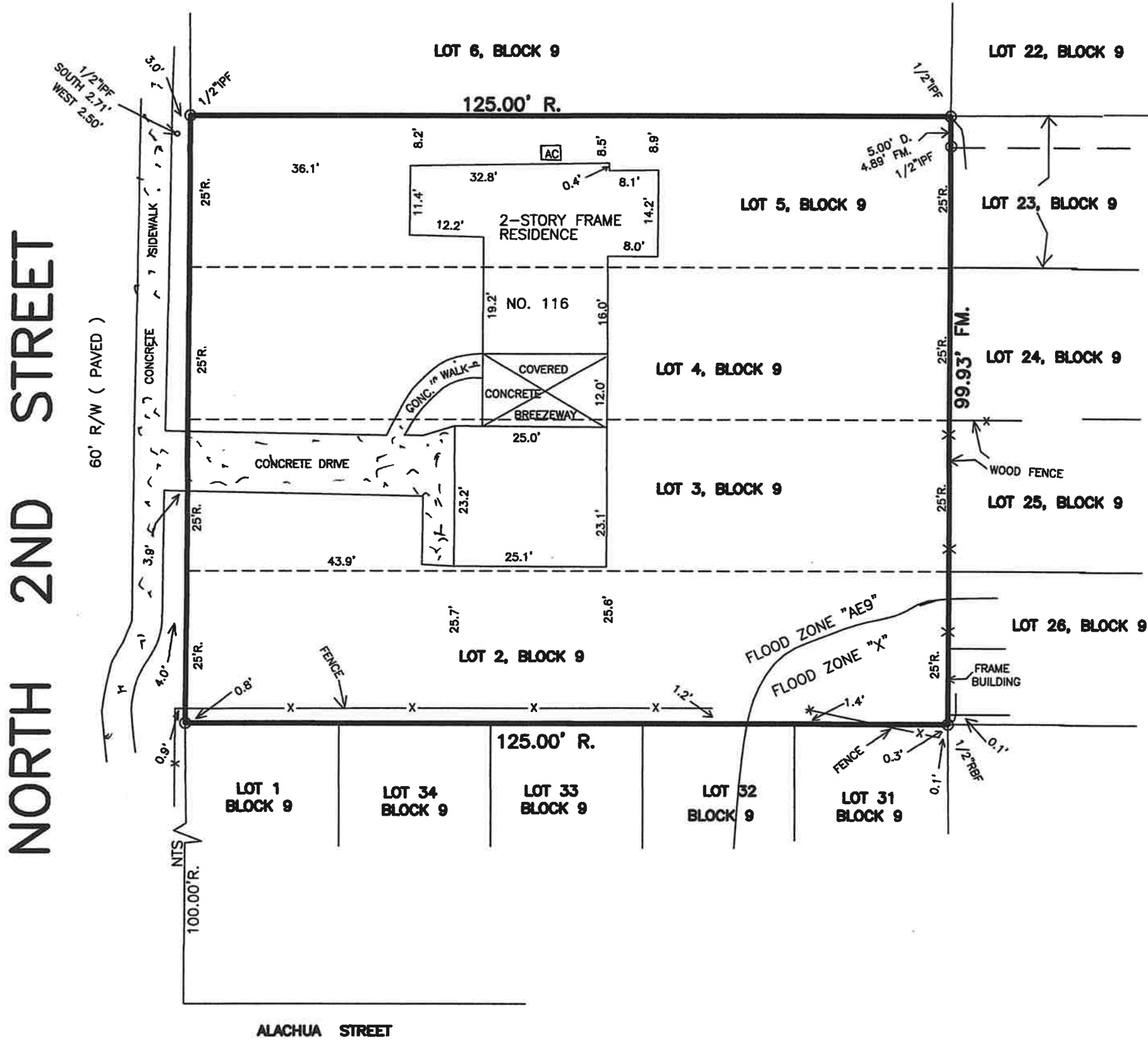
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

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.

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

LICENSED BUSINESS NO. 6412

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

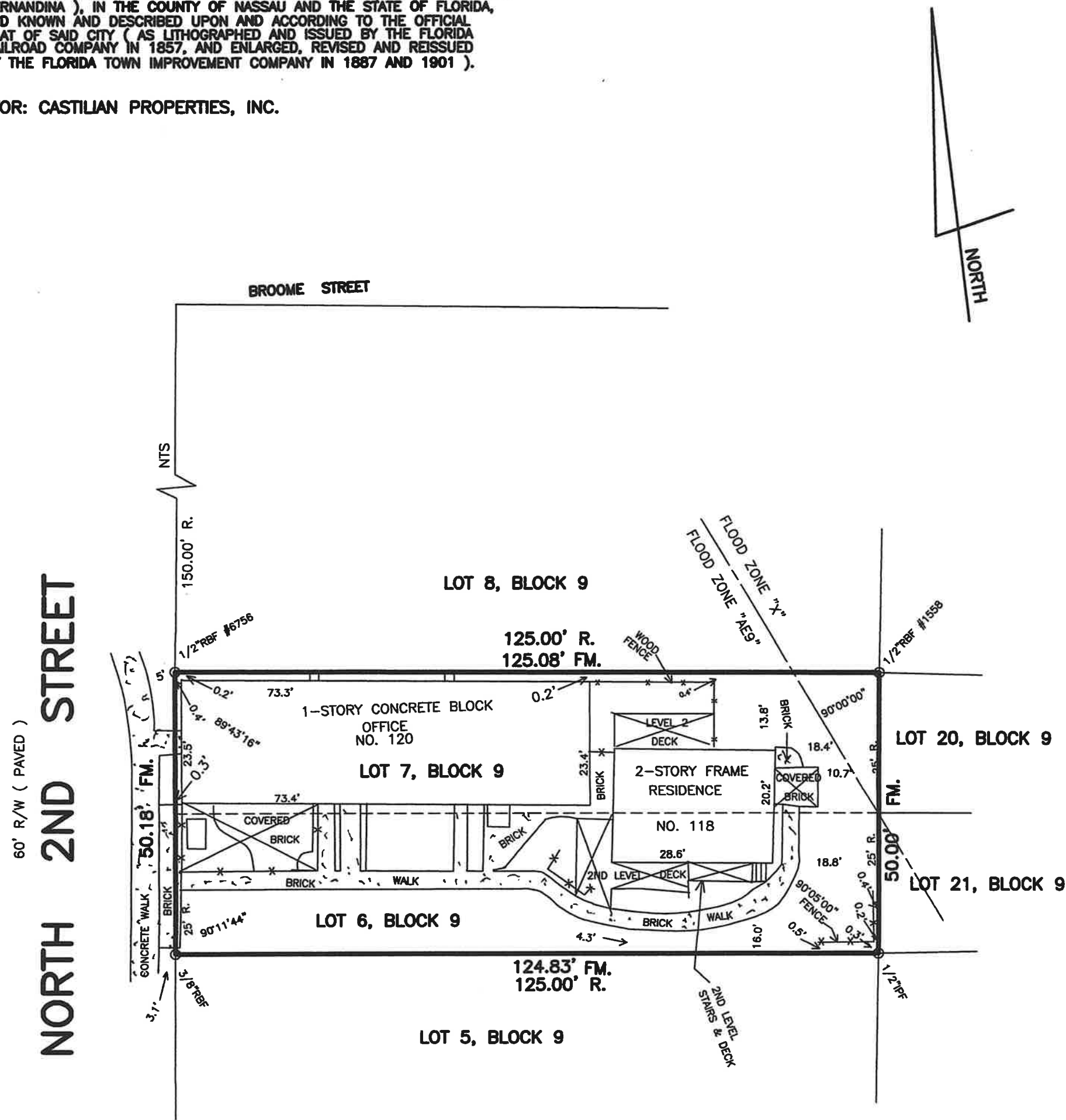
CORNER MARKERS HAVE NO IDENTIFICATION U.N.O.

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 - 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
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.

(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
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 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 " " "

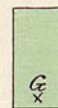
C " = " 3rd " " "

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:

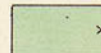


FRAME.

G Construction = to 1st class
Store or Dwelling.

H " = to 2nd class
Store or Dwelling.

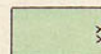
Brick.....



.....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.

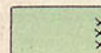
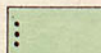
Brick.....



.....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

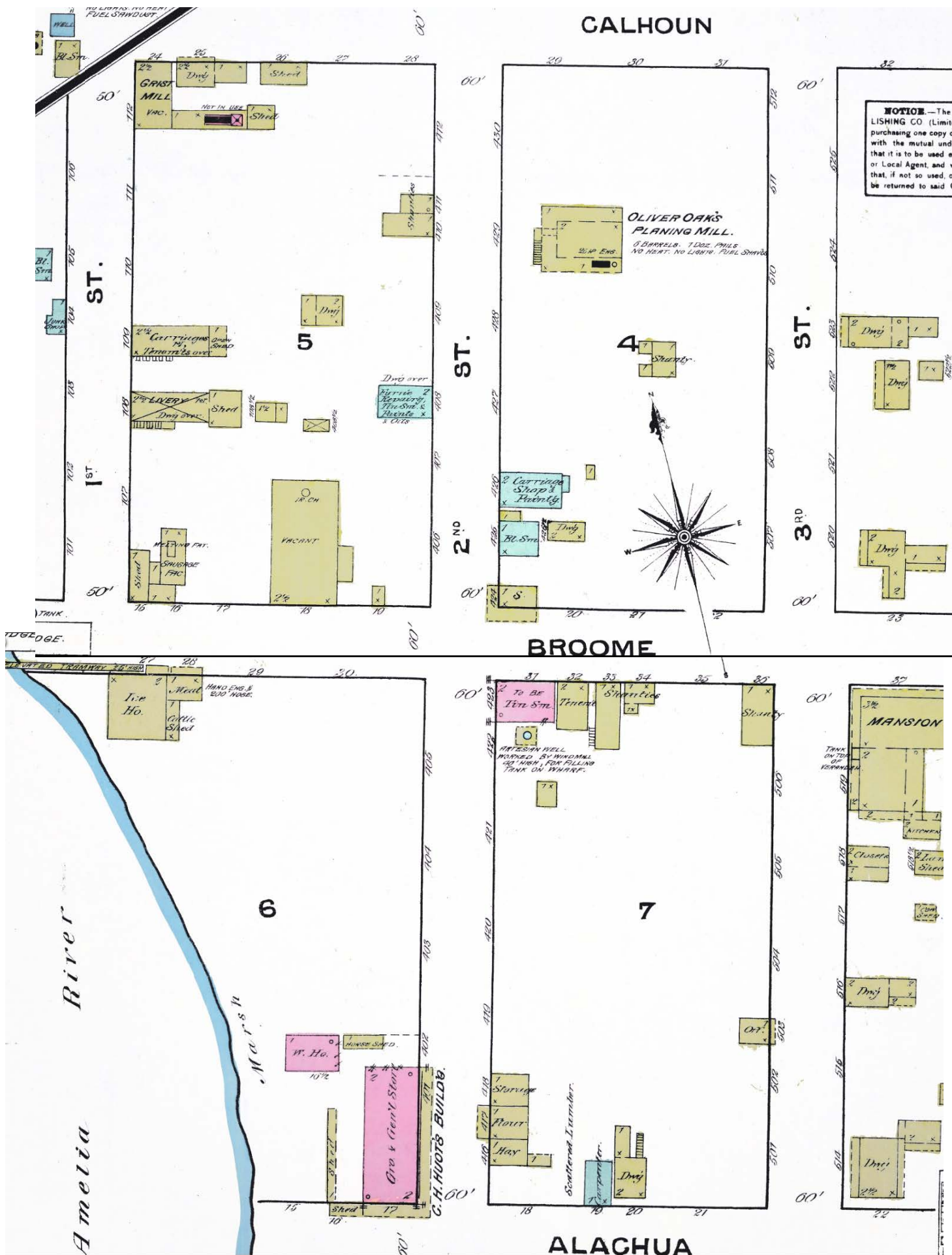
Box repairing. Cabinet-making. Carpenters' shops. Distilleries. Flax mills. Flour
or Grist mills. Japanners. Lard refineries. Manufactories of Artificial hair, Bagging,
Candles, Chairs, Clocks, Confectionery, India-rubber or gutta-percha, Ivory or lamp-
black, Looking-glass and Picture frames, Oiled 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.....

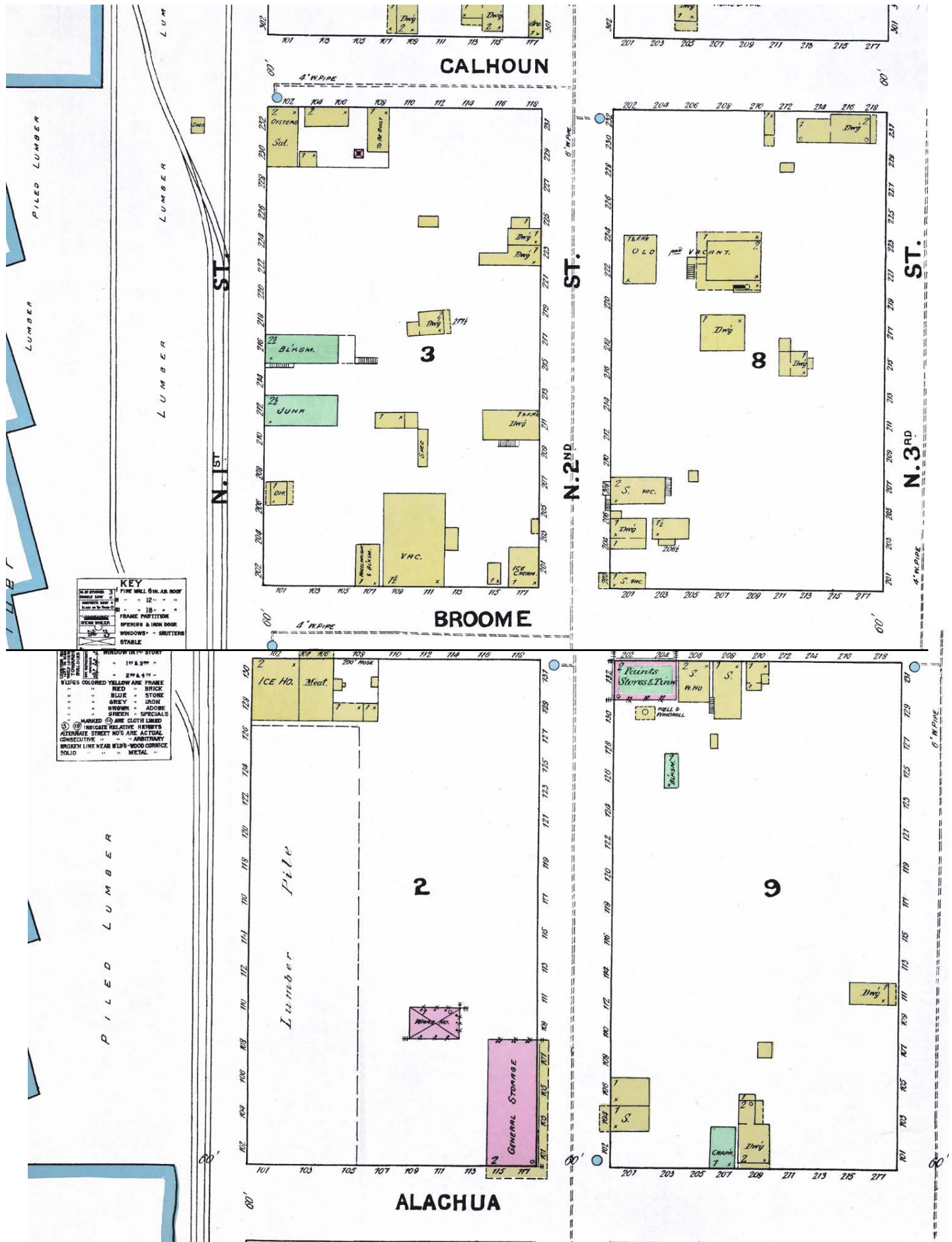


.....Frame

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





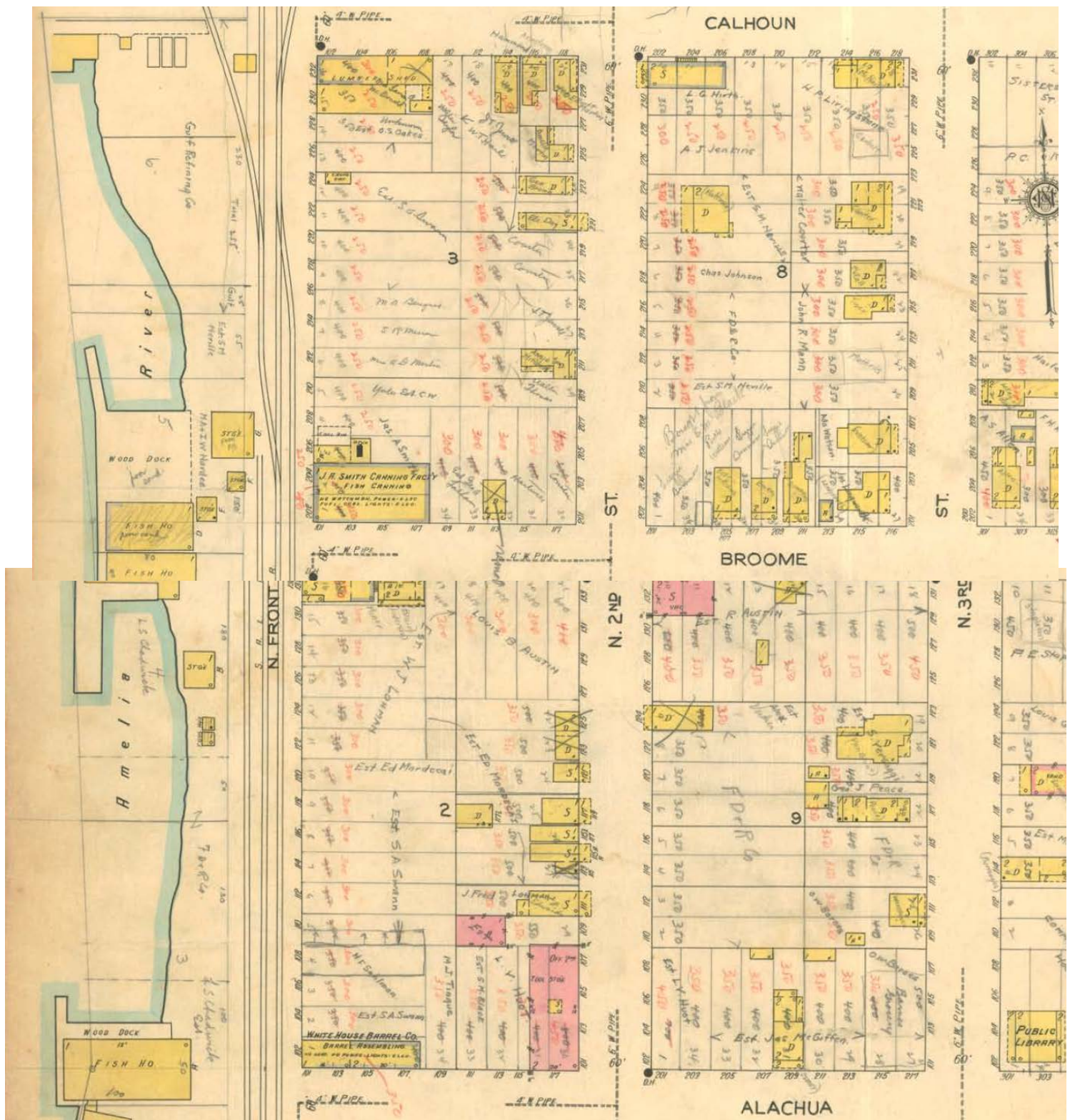
1903 Sanborn Map



1909 Sanborn Map of N. 2nd Street



1926 Sanborn Map of N. 2nd Street



NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, March 5, 2019 at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

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.

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



Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

*Please run as a **DISPLAY** in the February 20, 2019 edition of the News Leader.*

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Ordinance 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 Second 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.

This Ordinance was approved at First Reading by the City Commission at its Regular Meeting on February 5, 2019.

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 enact proposed Ordinance 2019-07 at Second Reading.

Kelly Gibson, AICP, Planning Director	02/15/2019
Nicole Bednar, Administrative Services Manager	02/15/2019
Dale Martin, City Manager	02/21/2019
Pauline Testagrose, Comptroller	02/22/2019
Tammi E. Bach, City Attorney	02/22/2019

Date: February 08, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Enact

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 1.02.02, 1.02.03, 1.02.04, 1.02.08, 1.02.09, and 1.07.10 and recommends approval of the applicant's request.

NOW, THEREFORE, BE IT ORDAINED 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 enactment.

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

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.





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PAB (LU/CZ) 2018-27
Planning Advisory Board Hearing
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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.

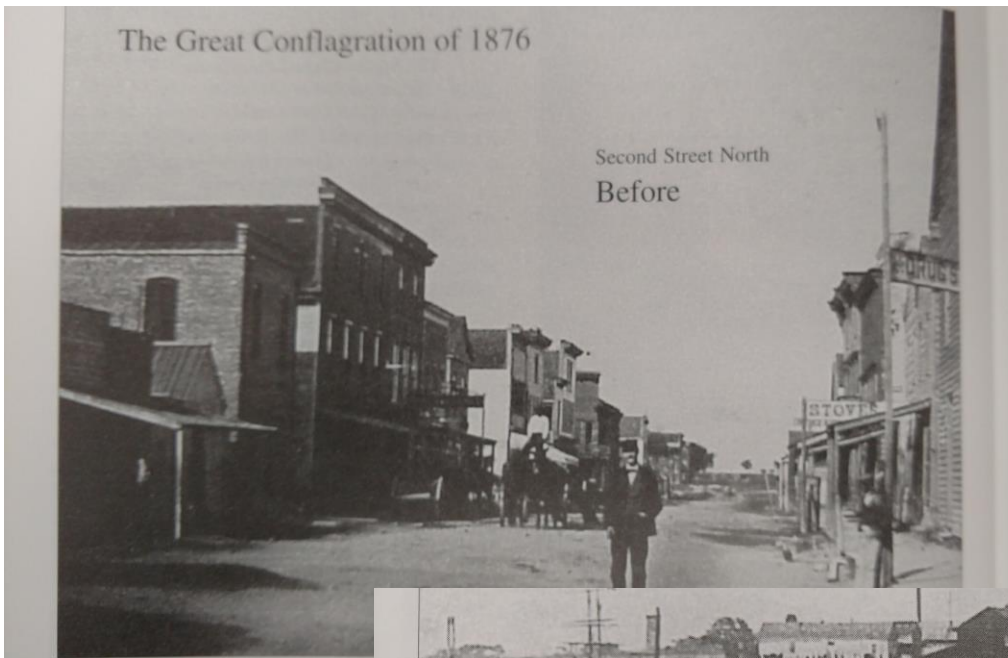
Central Business District (CBD)

- 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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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...

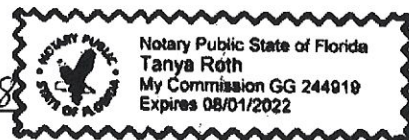
Angela K. Morgan DocuSigned by:
(Signature of owner) Angela K. Morgan
-3DE77C0977D44AC...

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)

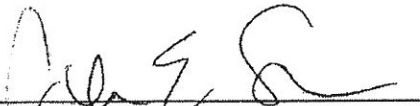
(Print name of owner)

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)

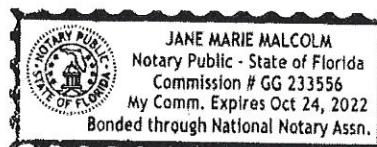
Peter O. Mallory, Castilian Properties Inc. (Print name of owner) _____ (Print name of owner)

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

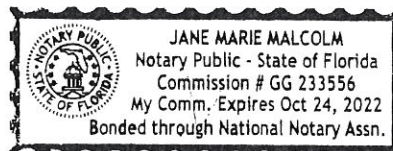
Subscribed and sworn to before me this 31st day of October, 2018.

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

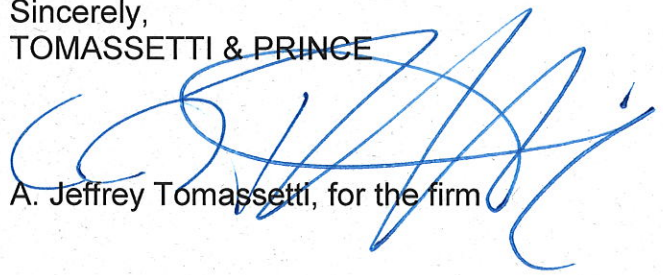
residential dwellings on the (C-2) zoned Subject Properties because the CBD FLUM designation and C-3 zoning permits both residential and commercial uses.

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

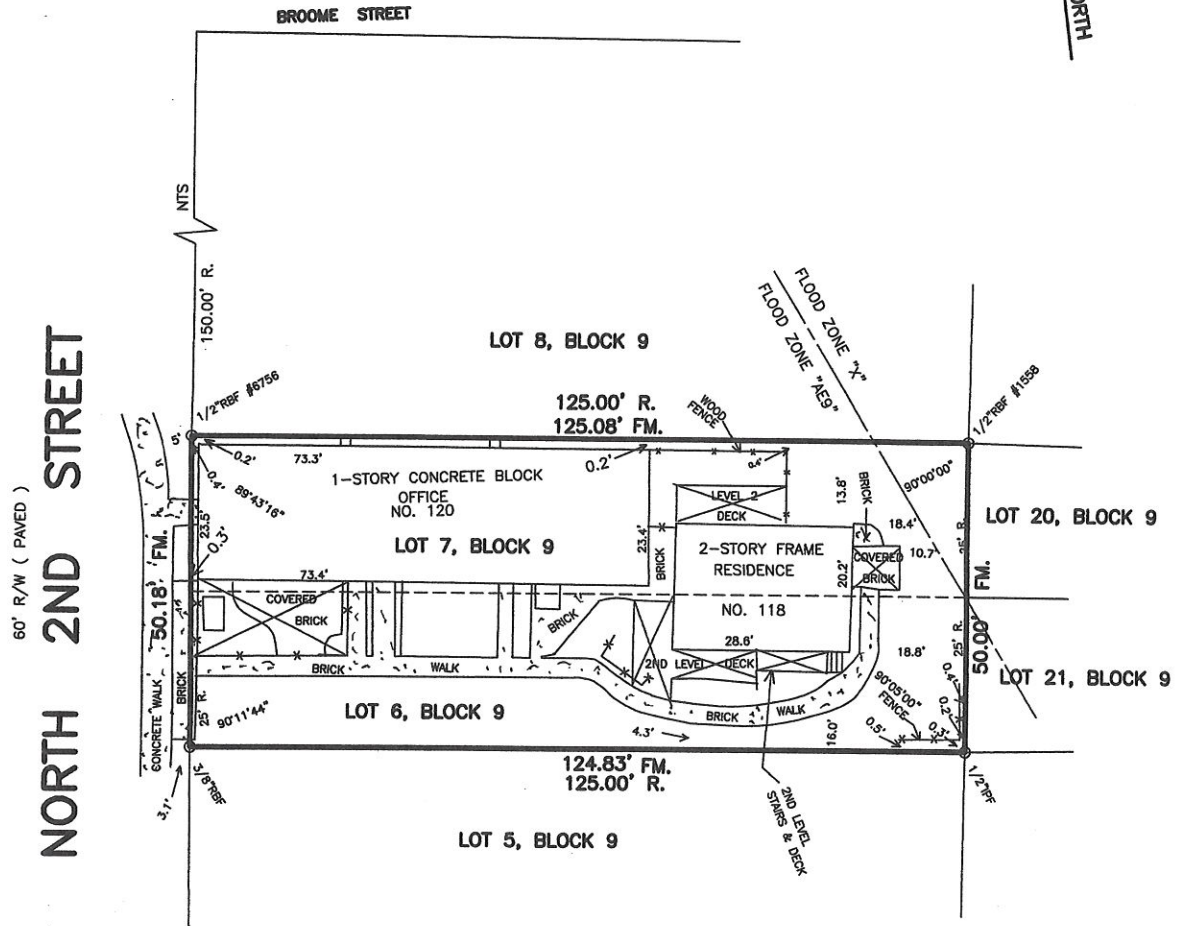

A. Jeffrey Tomassetti, for the firm

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

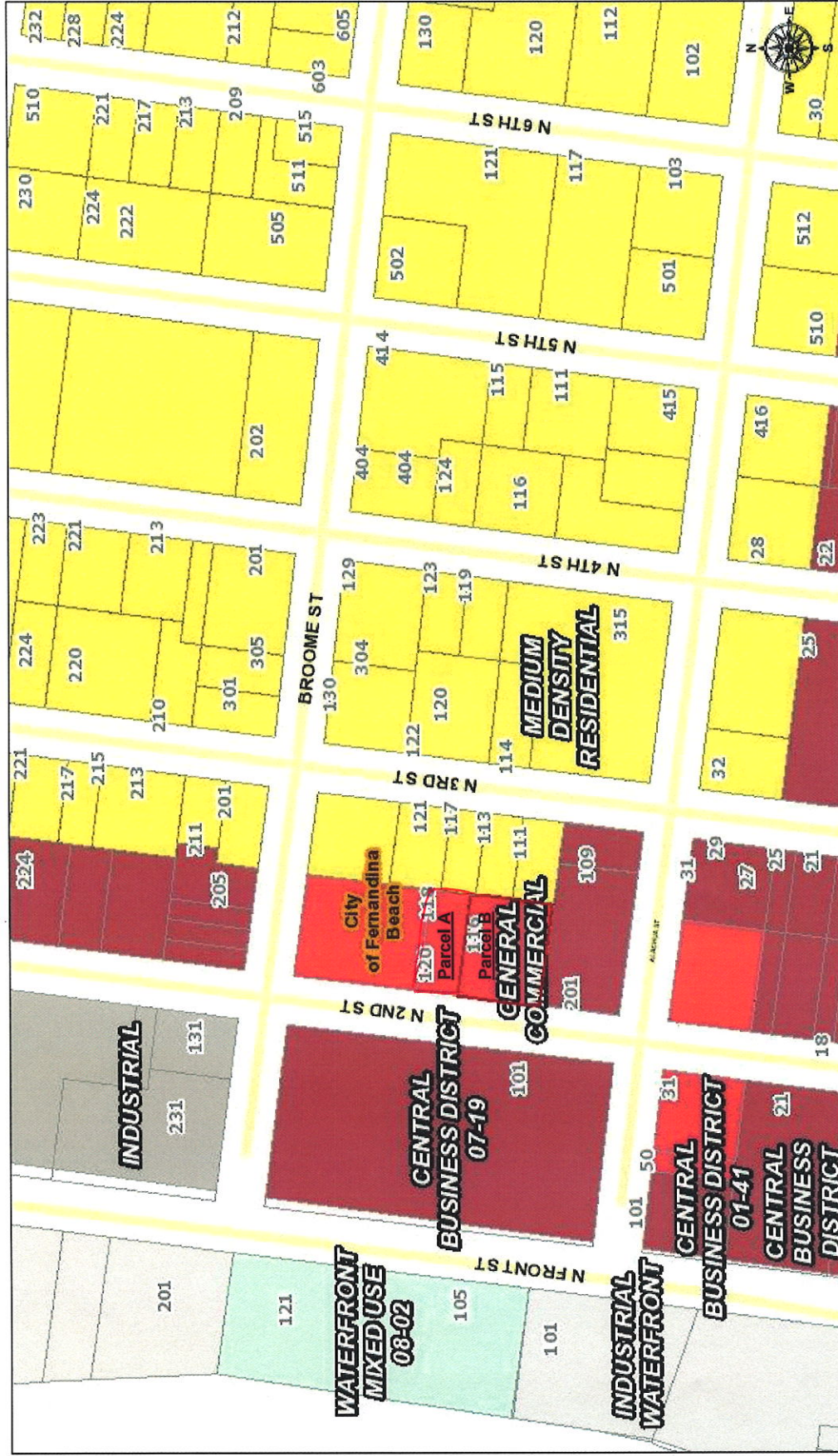
SCALE 1"=20'

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)



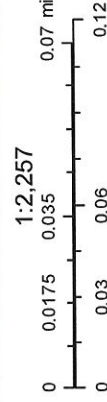
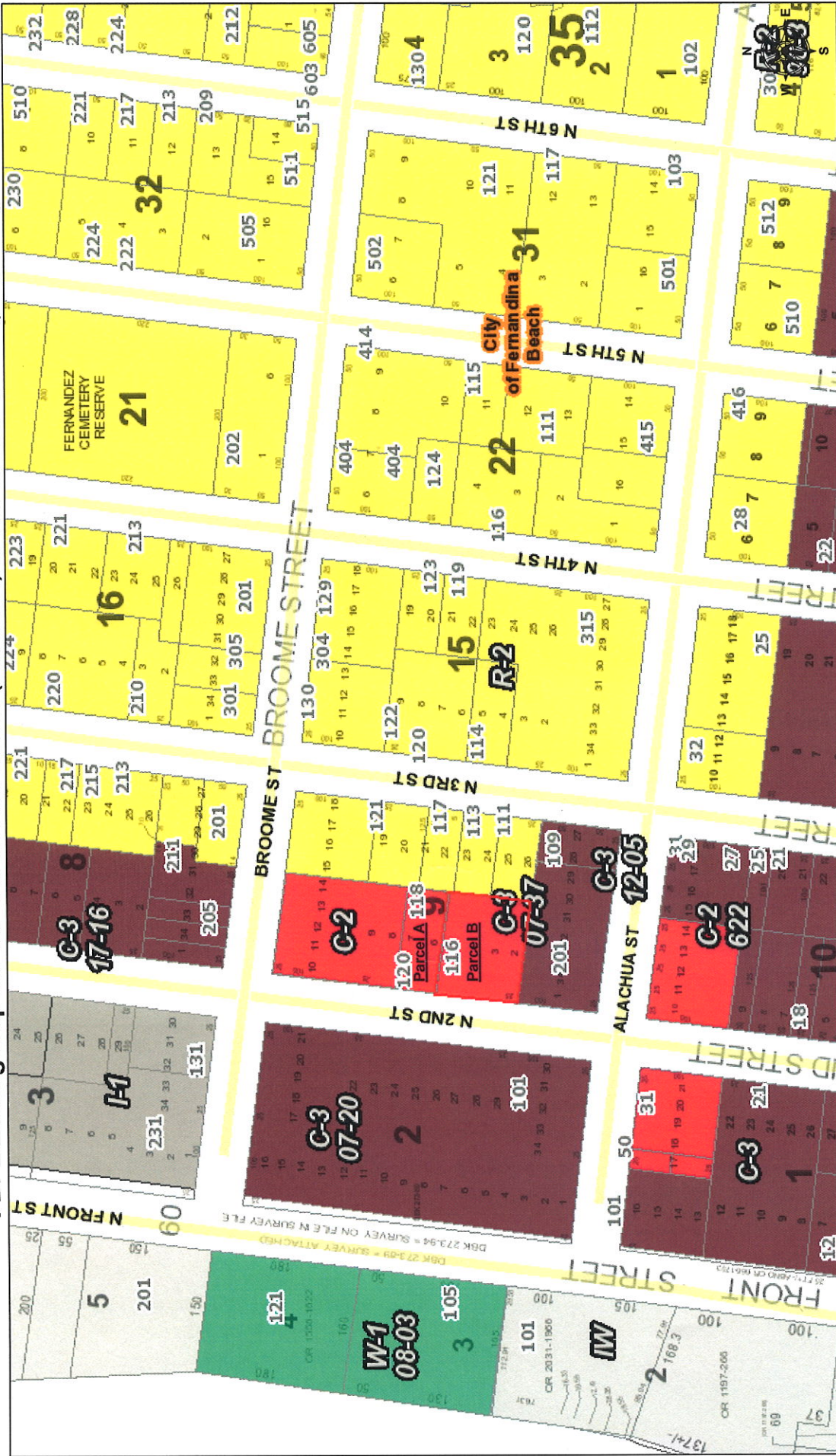
October 15, 2018

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

2018

EXHIBIT A

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



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 B

October 14, 2018

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



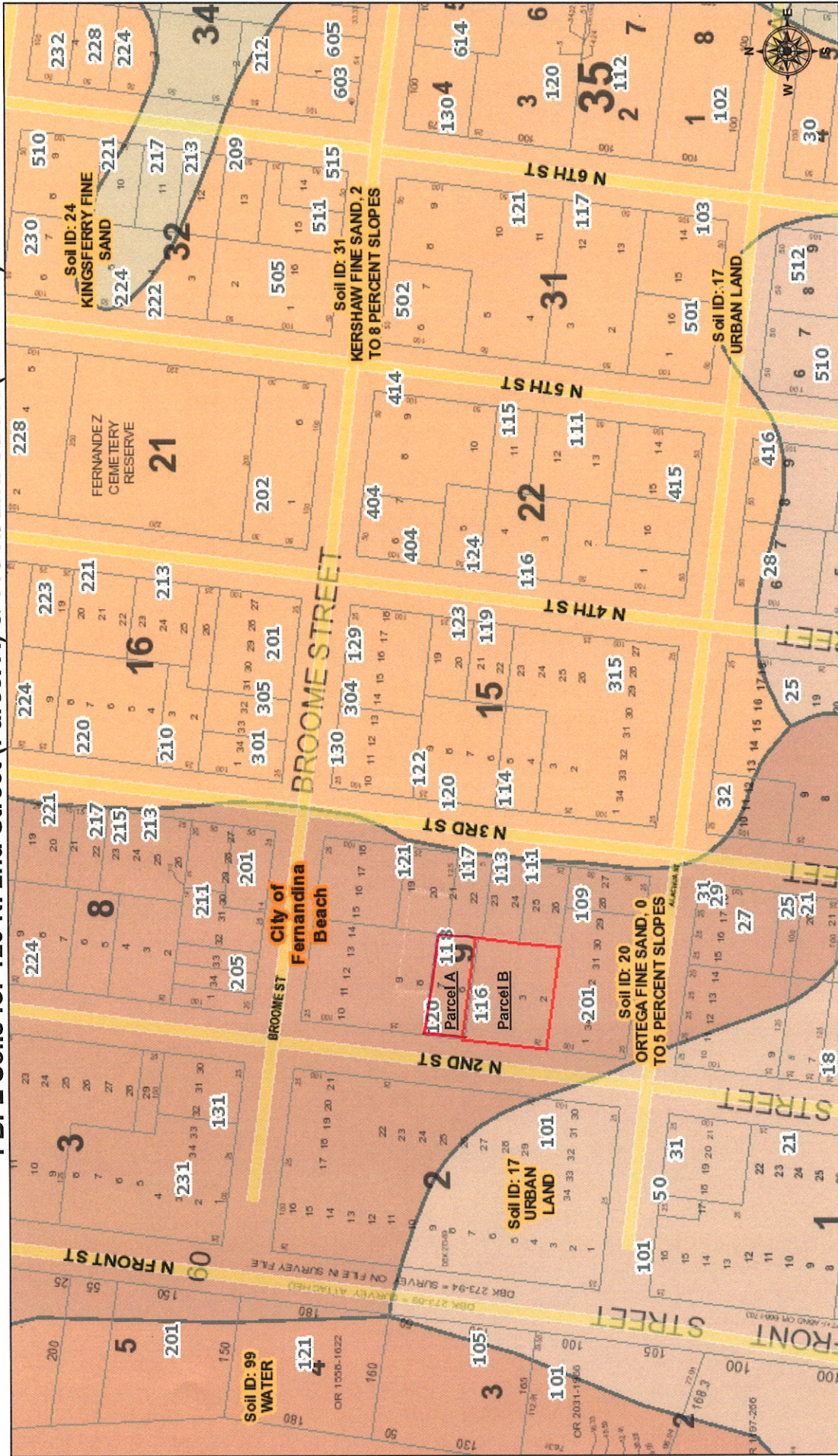
October 14, 2018

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

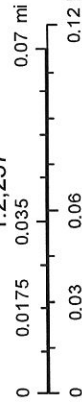
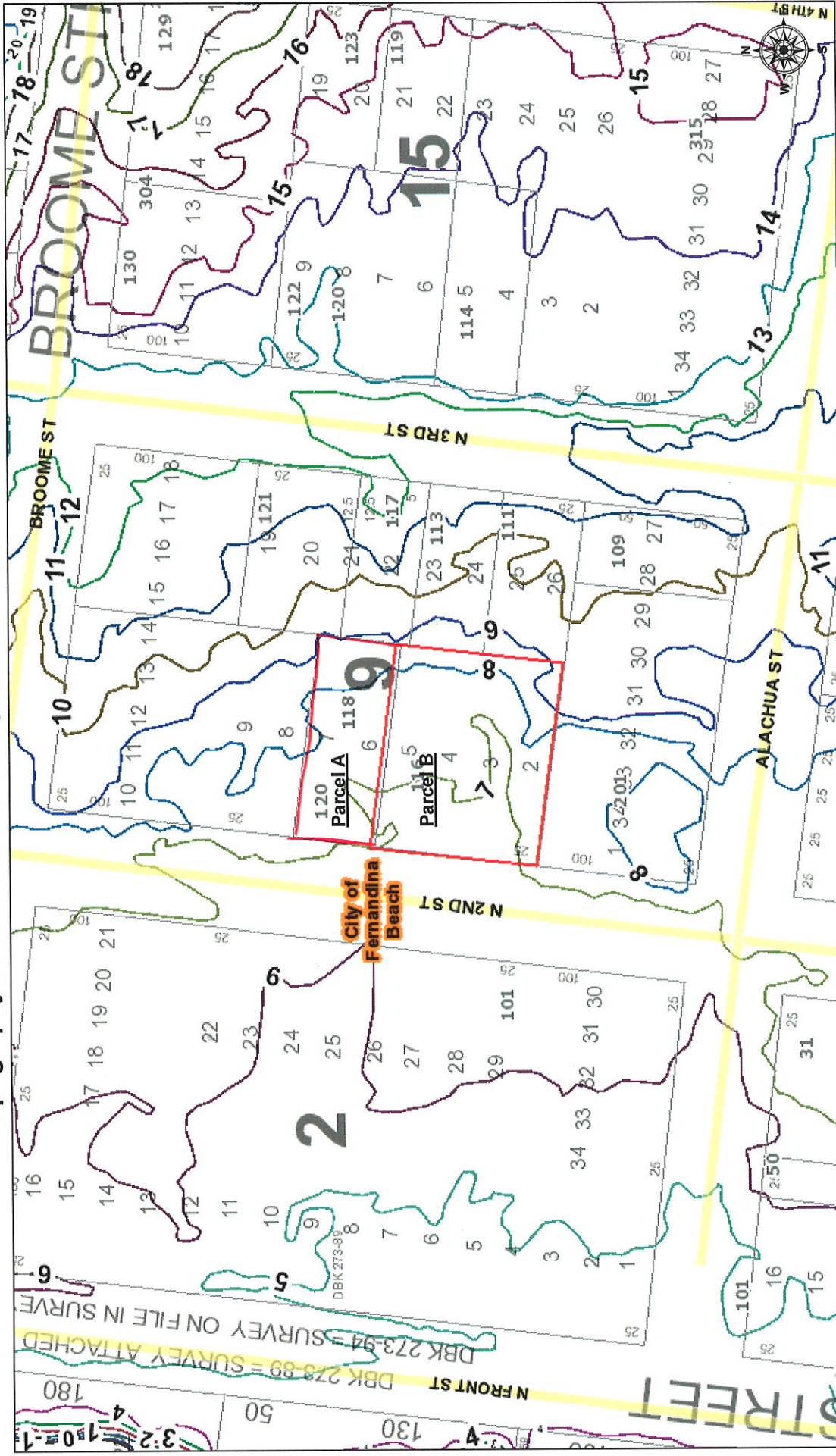


EXHIBIT D

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

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



October 14, 2018

1:1,128

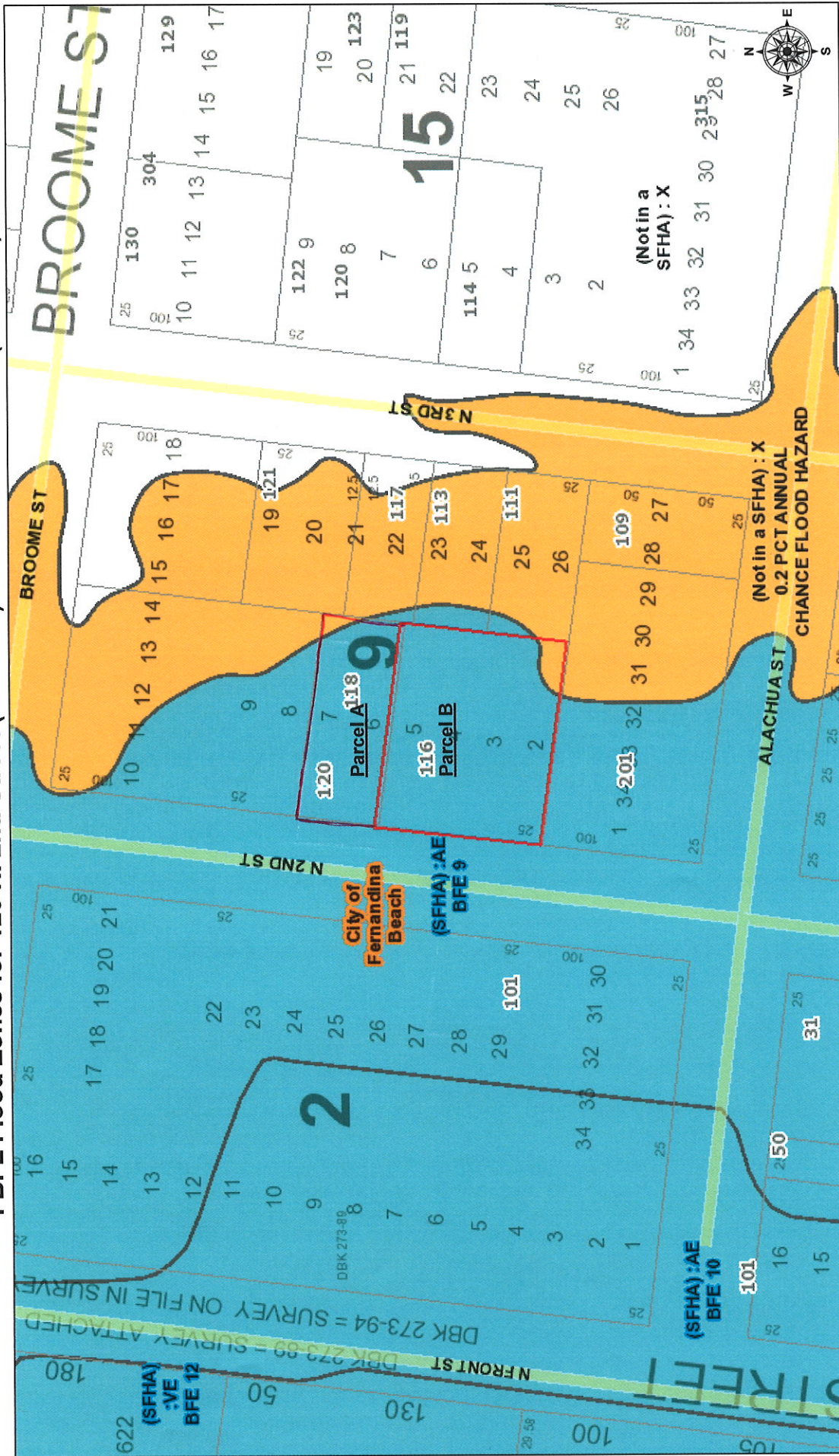
0 0.0075 0.015 0.03 mi

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

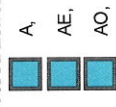
EXHIBIT E

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

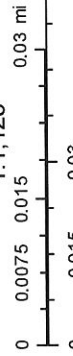


October 14, 2018

Flood Zones - Effective Date August 2, 2017

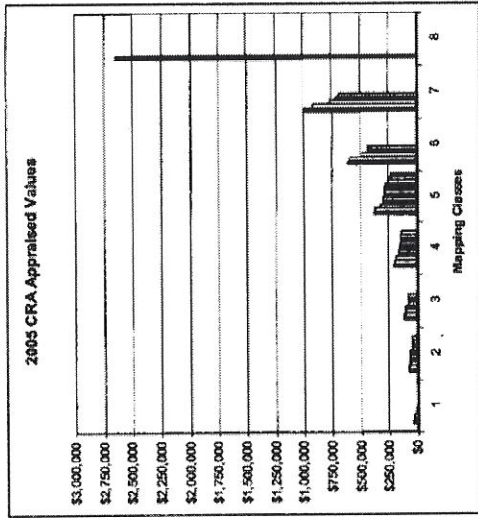


1:1,128

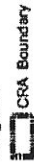


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

EXHIBIT F



Legend



2005 CRA Appraised Values

1	\$3,982.00 - \$30,195.00
2	\$30,195.00 - \$71,614.00
3	\$71,614.00 - \$114,144.00
4	\$114,144.00 - \$205,659.00
5	\$205,659.00 - \$379,345.00
6	\$379,345.00 - \$611,728.00
7	\$611,728.00 - \$1,001,879.00
8	\$1,001,879.00 - \$2,844,645.00

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



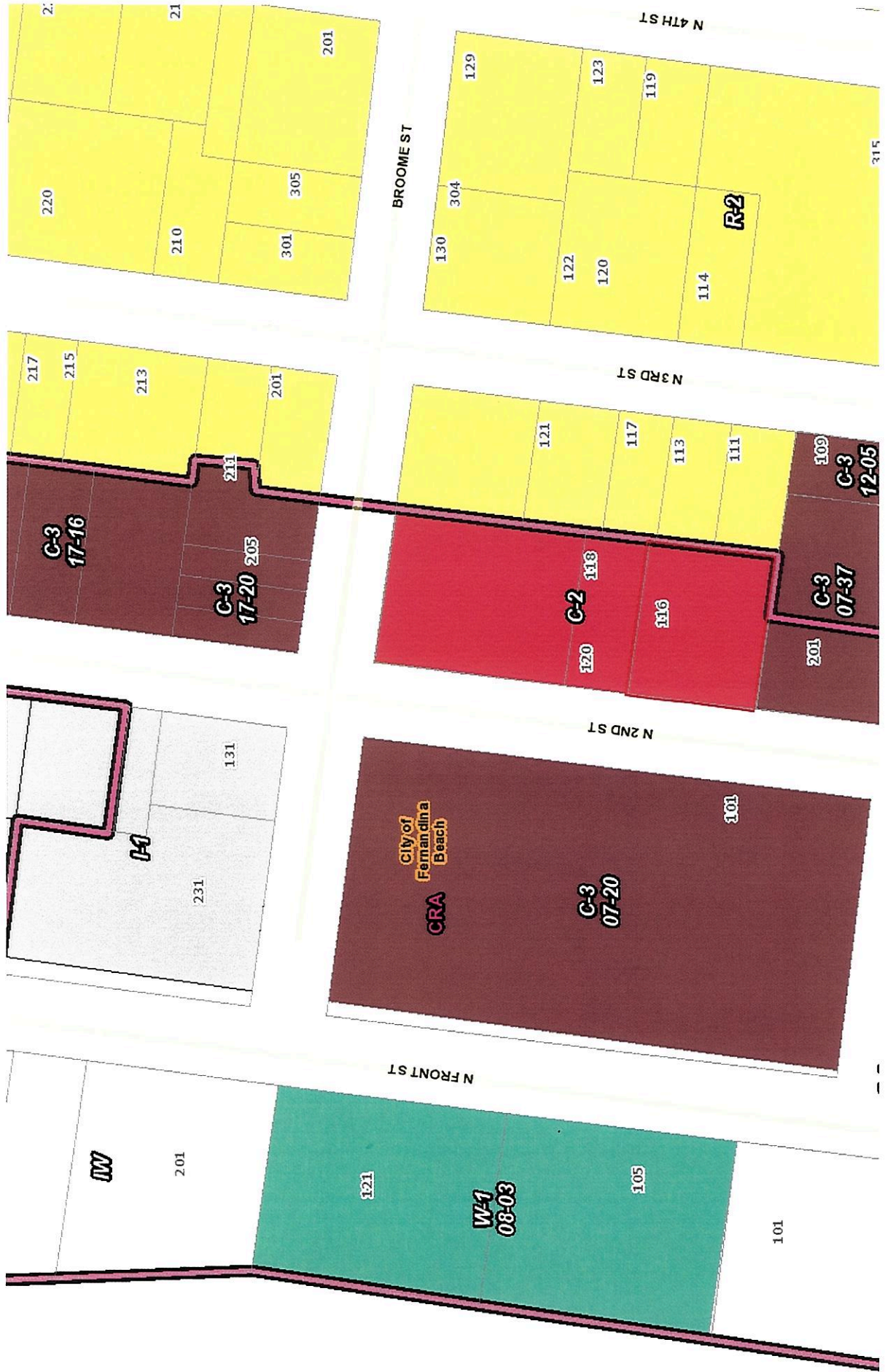
EXHIBIT B

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.

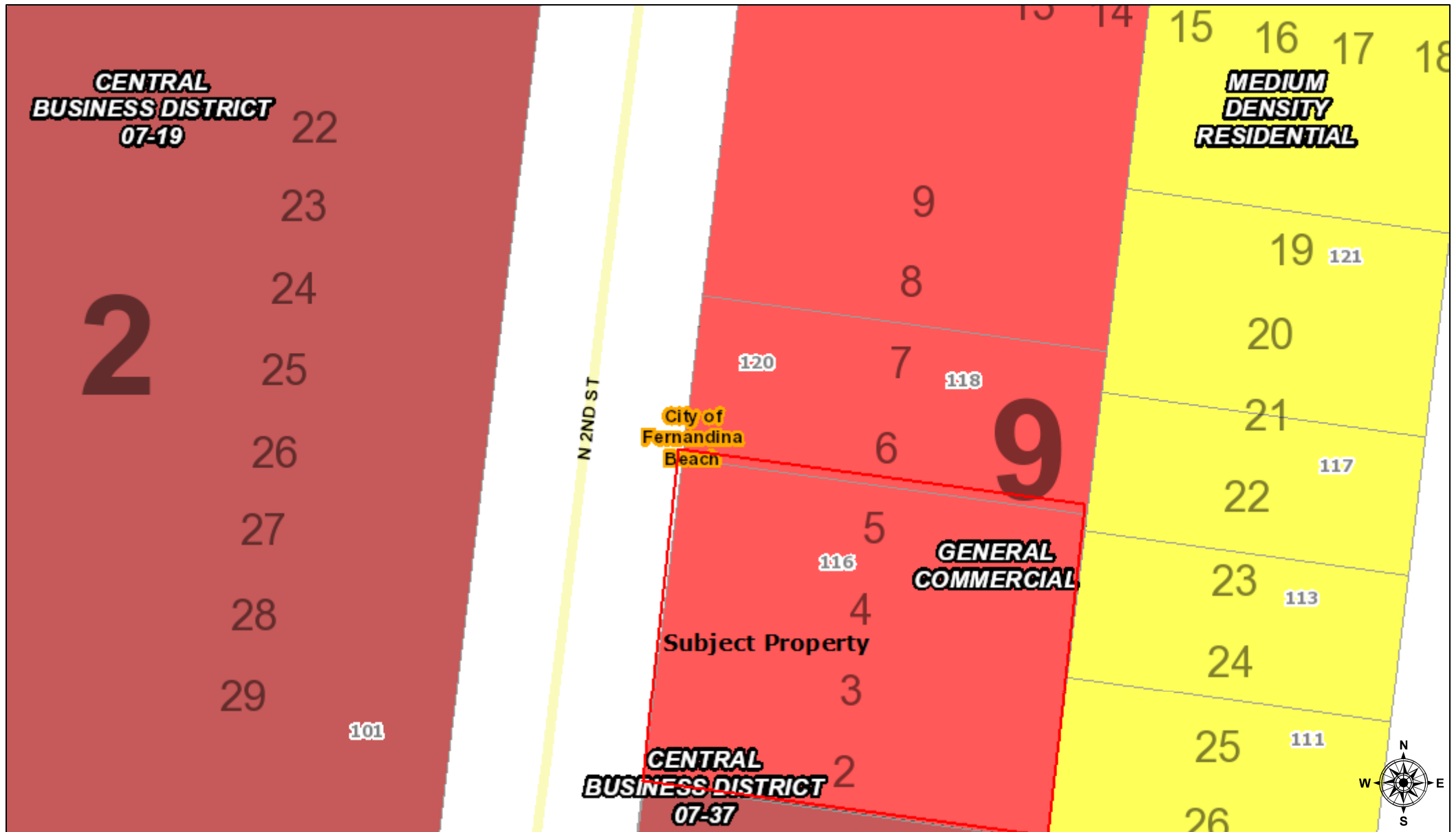
To talk with a planner about specific questions or to submit due diligence requests for more detailed information on the property, please contact the Department of Planning & Conservation at 904-310-3480.

Sincerely,

Salvatore J. Cumella

Attachments: Exhibit A- Identification Maps; Zoning & FLUM

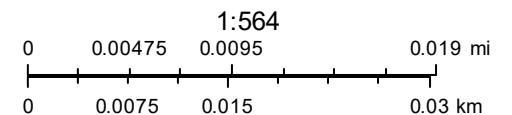
116 N. 2nd Street FLUM



December 27, 2018

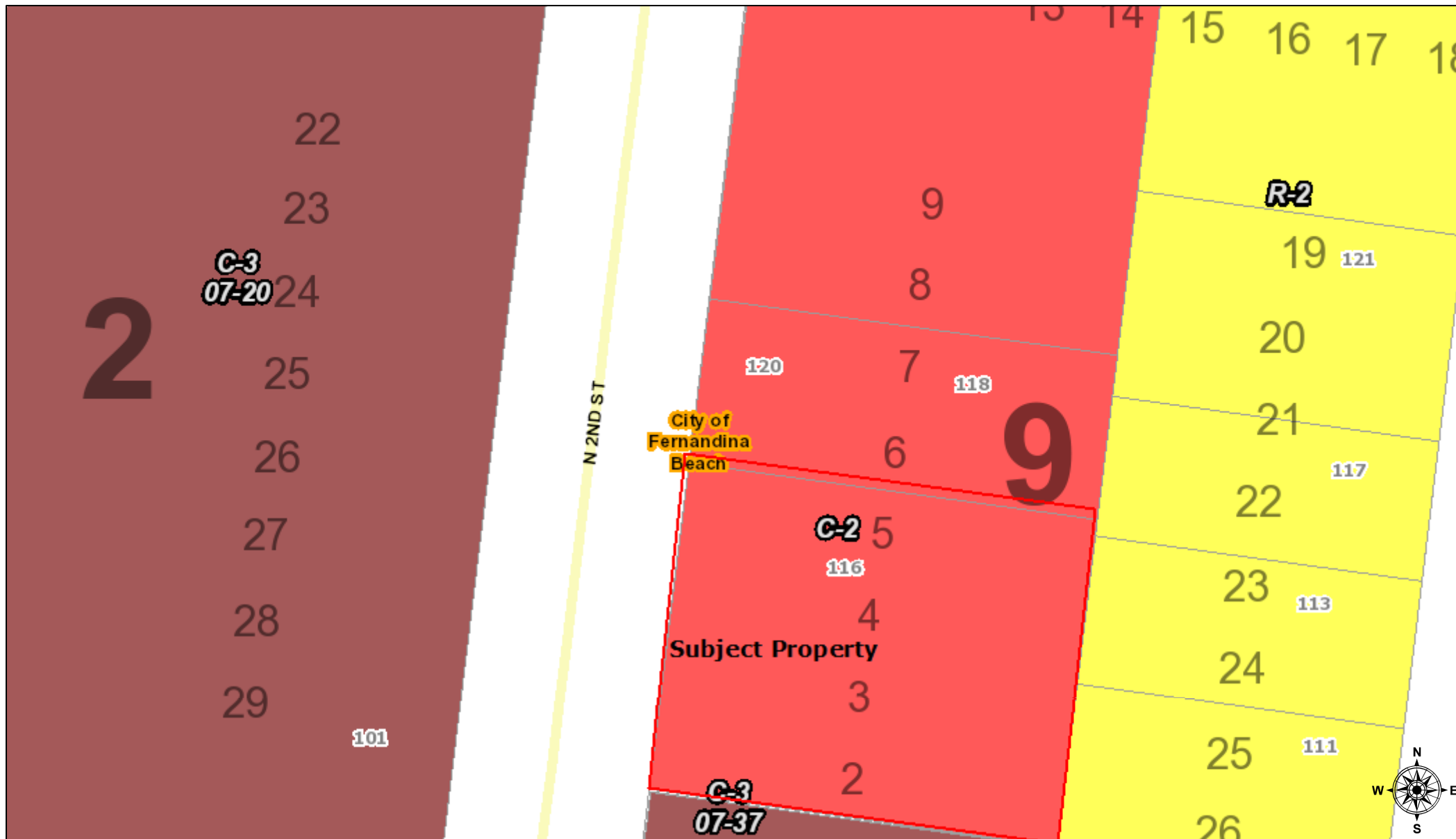
911 Address Labels

☐ 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

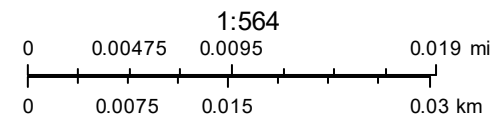
116 N. 2nd Street Zoning



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.

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.

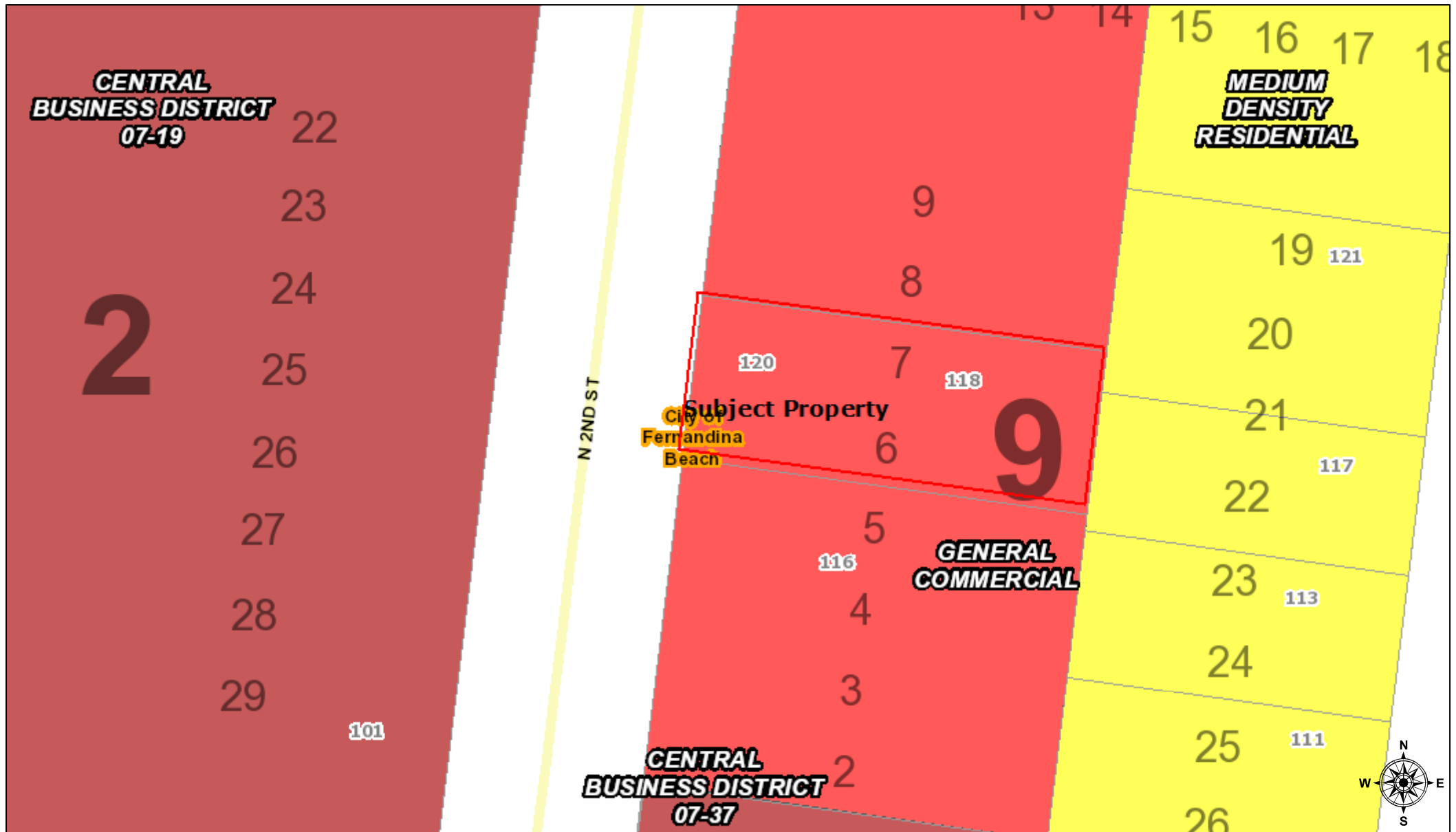
To talk with a planner about specific questions or to submit due diligence requests for more detailed information on the property, please contact the Department of Planning & Conservation at 904-310-3480.

Sincerely,

Salvatore J. Cumella

Attachments: Exhibit A- Identification Map; Zoning & FLUM

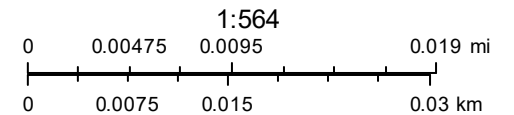
120 N. 2nd Street FLUM



December 27, 2018

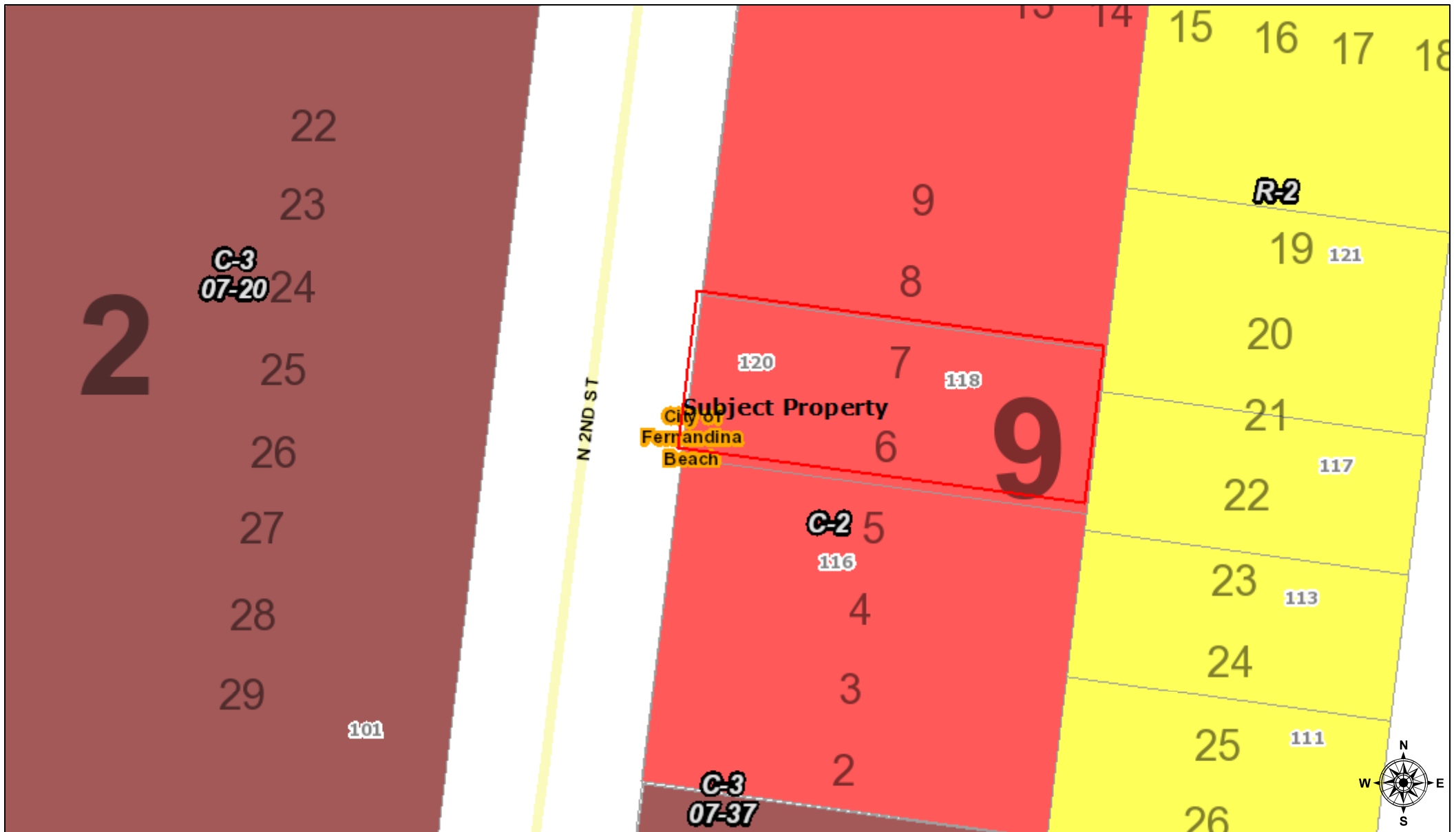
911 Address Labels

☐ 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

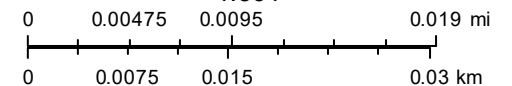


December 27, 2018

911 Address Labels

☐ Land Parcels

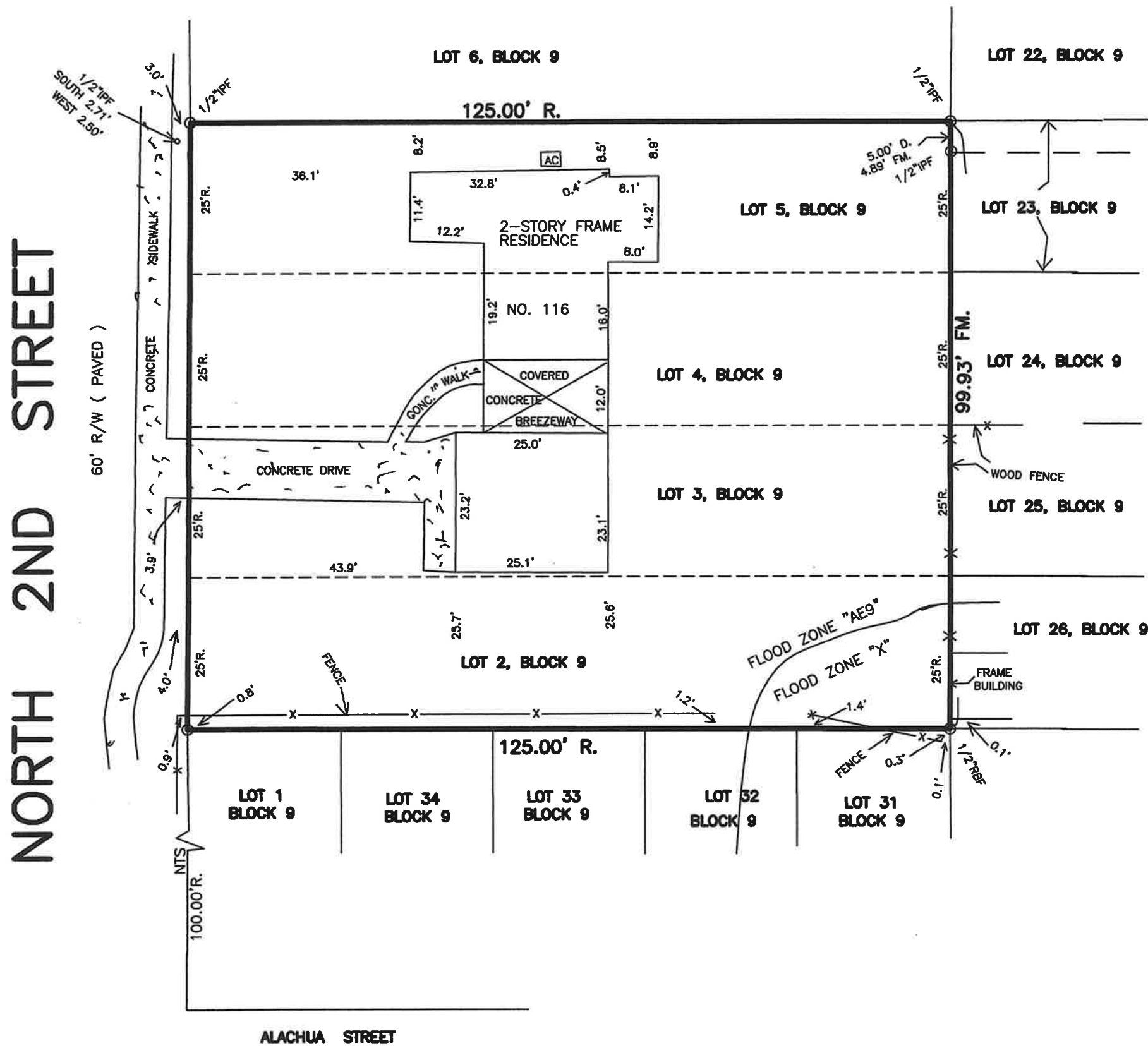
1:564



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

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.

James C. Peacock
JAMES C. PEACOCK, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3718
GEORGIA CERTIFICATE NO. 2385
NOT VALID UNLESS EMBOSSED WITH SURVEYORS OFFICIAL SEAL

LICENSED BUSINESS NO. 6412

BEARINGS BASED ON N/A

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

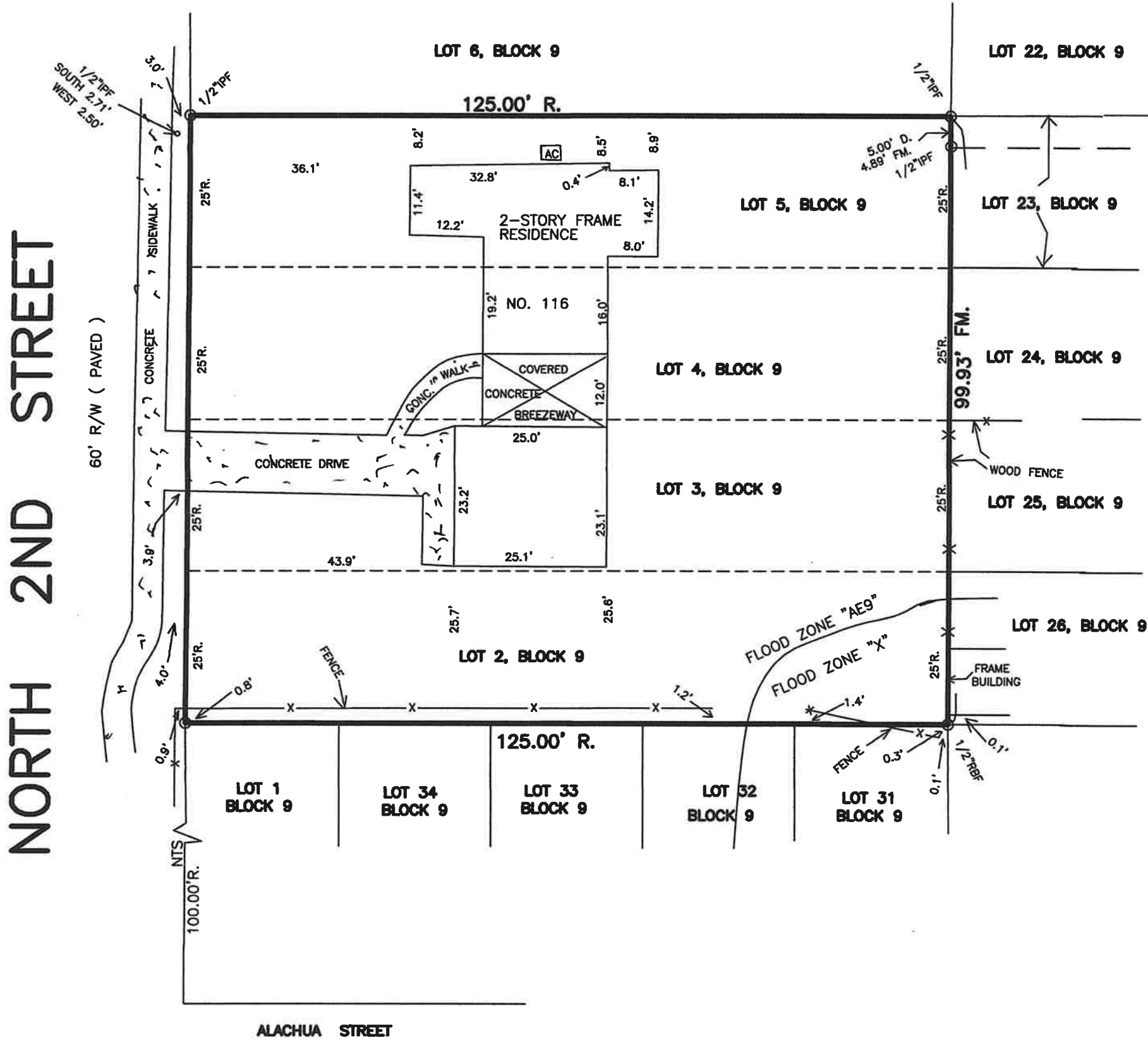
FEMA FLOOD INSURANCE RATE MAP,
COMMUNITY NO. 120172 PANEL NO. 237G
DATED 8/2/17

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 - 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
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.

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

LICENSED BUSINESS NO. 6412

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

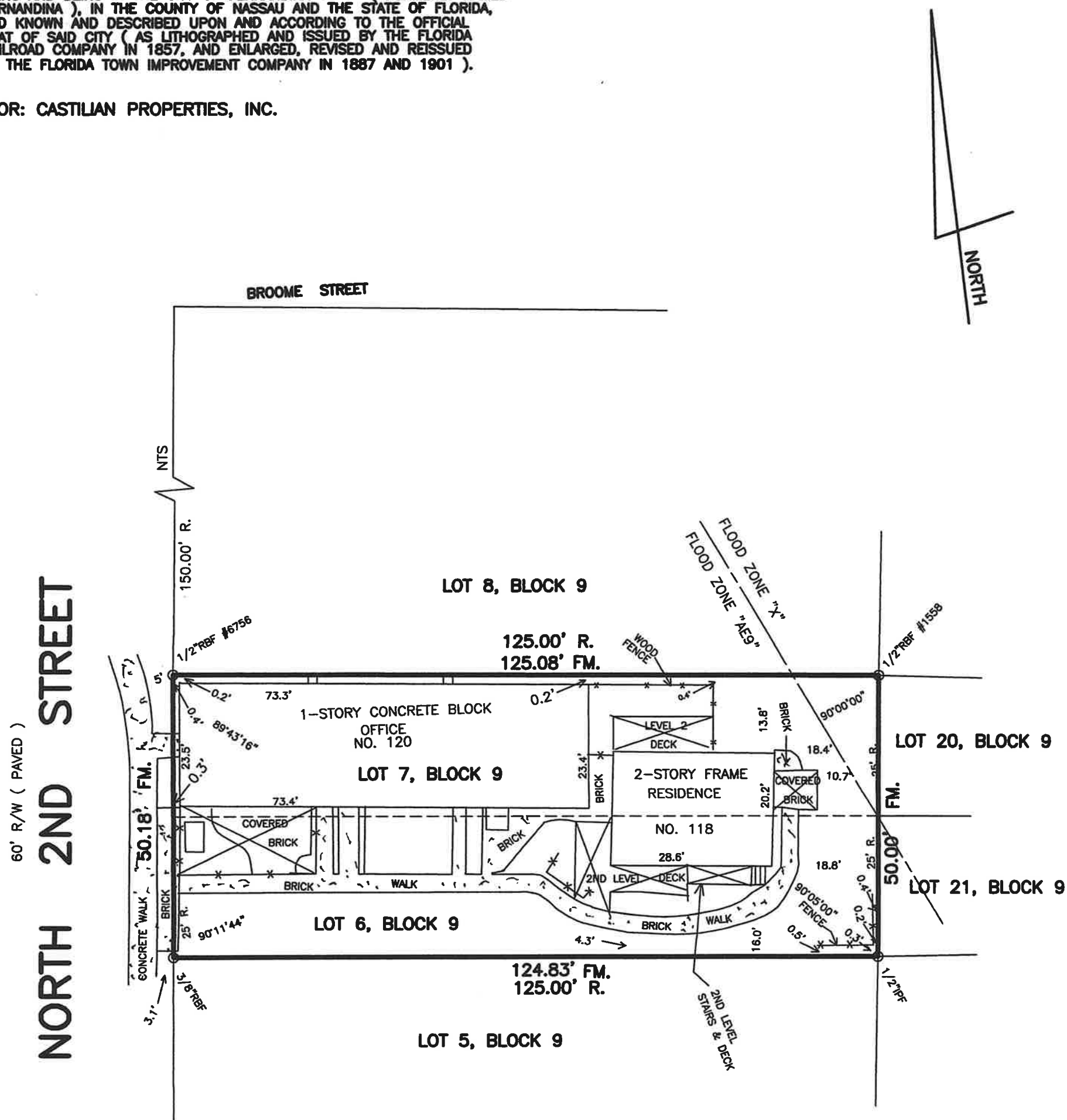
DATE OF SURVEY: OCTOBER 15, 2018
SCALE 1"=20'
JOB NO. 1810-10 F.B. 348

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 - 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
OFFICIAL RECORDS BOOK - O.R.B.

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.



& 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.
STAINLESS STEEL PIPE FOUND - SSPF	FENCE -----X
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.

Peter Mallory

He would like
to know his if we
can add to CRR
Kelly
Call
Mika
(917) 288-5880

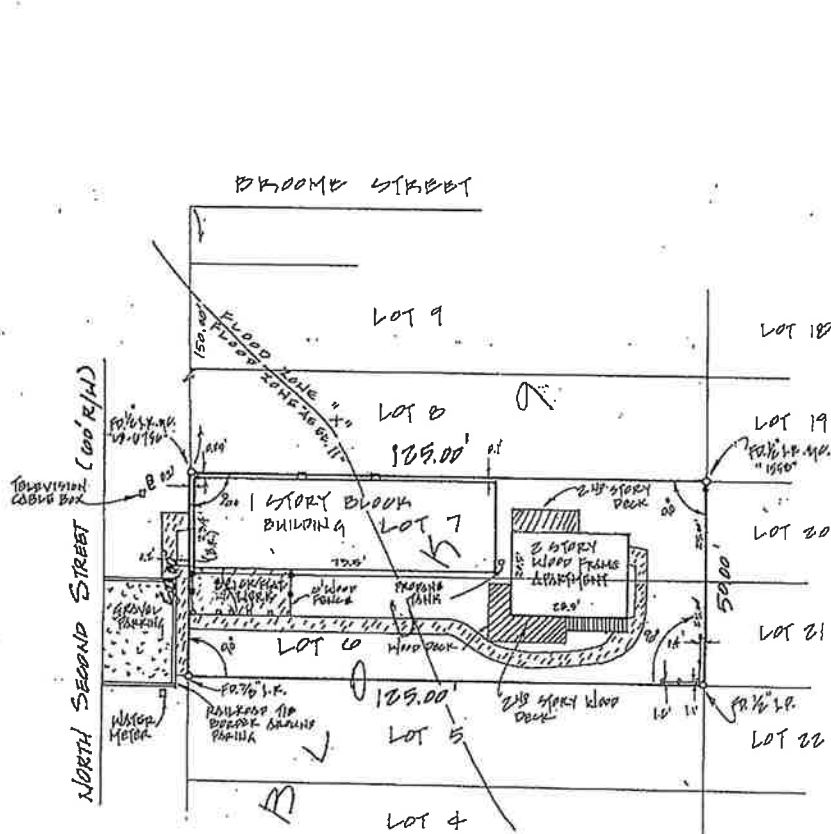
MAP OF BOUNDARY SURVEY

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:
CUSTODIAN PROPERTIES, INC.
FOR THE BENEFIT OF:
FIRST NATIONAL BANK OF FLORIDA COUNTY
FIRST AMERICAN TITLE INSURANCE COMPANY
MARSHALL B. WOOD, P.D.



SURVEY NOTES:

- The "Legal Description" hereon is in accord with the description provided by the client.
- Underground Improvements were not located or shown.
- Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- 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).
- Fence ownership, if applicable, has not been determined by this office. Fences are drawn out of scale in order to accentuate their relationship to property lines. Fences are not deemed to be encroachments unless ownership is apparent.
- Unless it bears the signature and the original sealed seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
- The property shown hereon lies within flood zone X4.0B as per F.E.M.A. Flood Insurance Rate Map, Panel 120172C, dated 5-18-95.
- Unless otherwise noted Measured angles and distances are the same as Plot or Dead angles and distances.

REVISED 12.27.01 TO SHOW NEW CERTIFICATIONS.

LEGEND		
1/2" = 1' ADJ. UTILITY MARK	CH = CORRUGATED METAL PIPE	WEAL = WEATHER
A/S = AIR CONDITIONER	OR = ORANGE TANGENT	N.S.D. = NATIONAL DATUM
B.L. = BEARING REFERENCE	D/T = DRAIN FIELD	S.R. = SURFACE RECORD BOOK
B.L. = BEARING REFERENCE LINE	DA = DIAMETER	P.C. = POINT OF CURVATURE
CALD = CALCULATED	ELEV = ELEVATION	P.C. = POINT OF COMPASS CURVATURE
CA = CENTRAL ANGLE	FD = FLOOD	P.C. = PERMANENT CONTROL POINT
CH = CHAIN LINK FENCE	F.F.E. = FINISHED FLOOR ELEVATION	P.I. = POINT OF INTERSECTION
CH BRD = CHAIN BRIDGE	UP = 1/2" PIP	P.M. = PARCEL IDENTIFICATION NUMBER
CH = CHAIN DISTANCE	UP & C = 1/2" PIP & CAP	P.M. = POINT OF BEGINNING
CHS = CONCRETE	UP = 1/2" PIP	P.M. = POINT OF BEGINNING
CHS = CONCRETE	UP = 1/2" PIP	P.M. = POINT OF BEGINNING
CHS = CONCRETE	UP = 1/2" PIP	P.M. = POINT OF BEGINNING

THE INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, 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

Older Isle
Surveying & Mapping Company
493 North U.S. Highway 17, Suite #2, Yulee, FL 32097
(904) 225-0597 • FAX (904) 548-0456 • olderislesurveying.com
Certificate of Authorization Number "LB 8756"

SCALE: 1" = 30'
DATE: 12-18-01
DRN BY: A.F.G.
CKD BY: A.F.G.
JOB NO: 01043
F.B. NO: 05
PAGE NO: 01

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 28
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:

• DWELLING

• DWELLING
• STORE

• DWELLING

• DWELLING
• STORE

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.

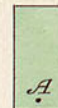
Smoke-houses. Retorts, and Ovens.

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 " " "

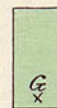
C " = " 3rd " " "

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

E " = " 2nd " " " "

F " = " 3rd " " " "

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

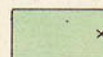


FRAME.

G Construction = to 1st class
Store or Dwelling.

H " = to 2nd class
Store or Dwelling.

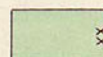
Brick.....



.....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.

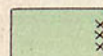
Brick.....



.....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

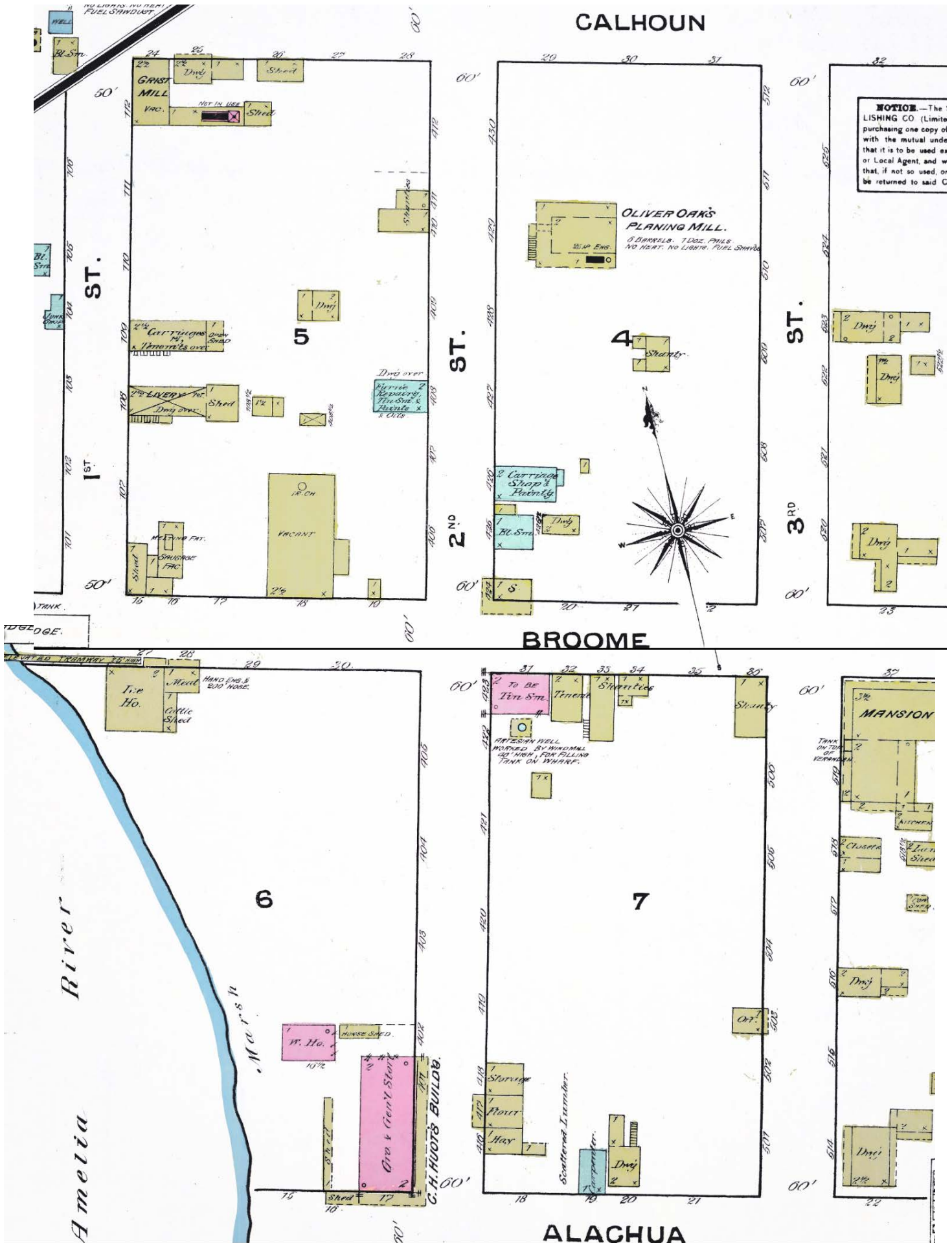
Box repairing. Cabinet-making. Carpenters' shops. Distilleries. Flax mills. Flour
or Grist mills. Japanners. Lard refineries. Manufactories of Artificial hair, Bagging,
Candles, Chairs, Clocks, Confectionery, India-rubber or gutta-percha, Ivory or lamp-
black, Looking-glass and Picture frames, Oiled 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.....

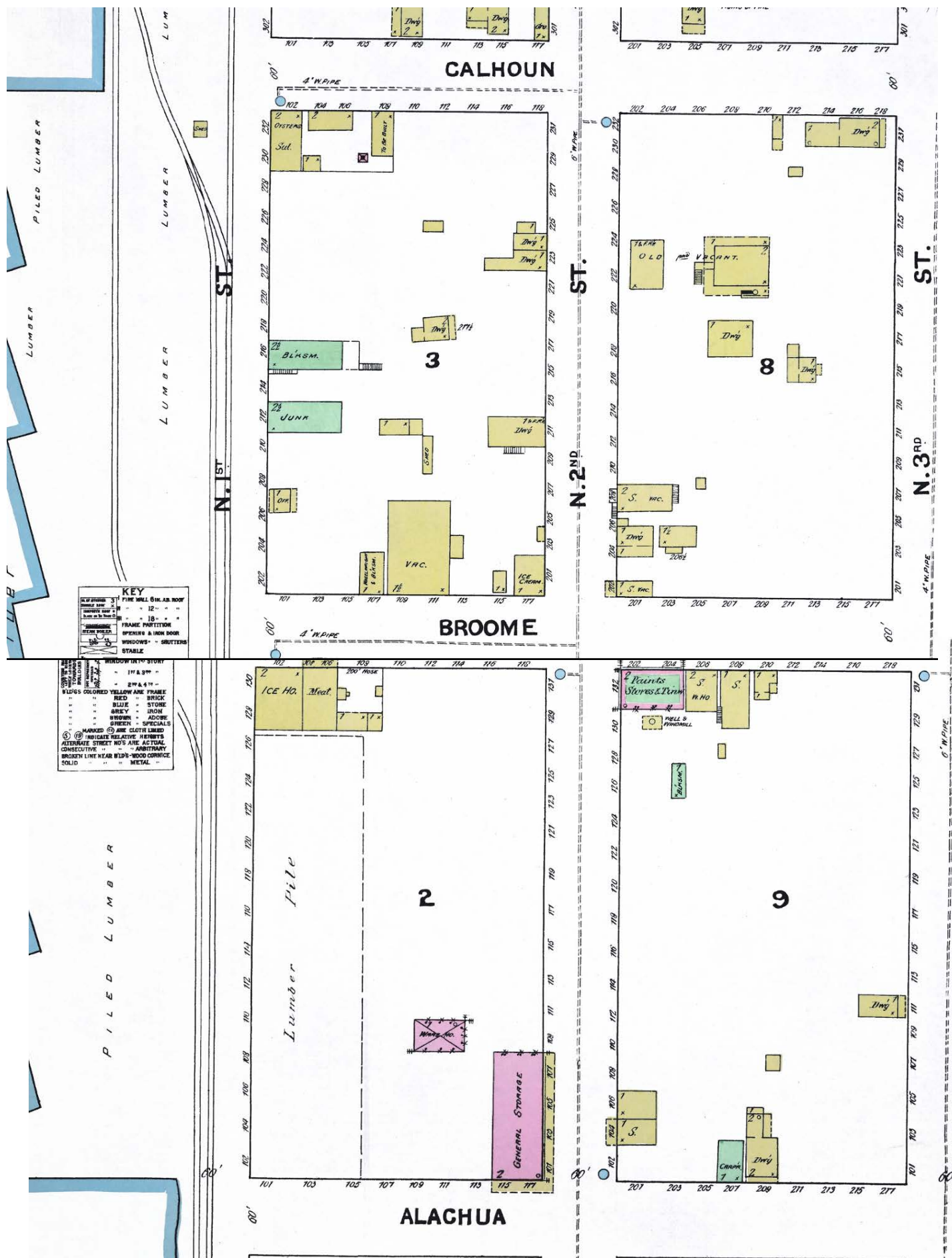


.....Frame

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





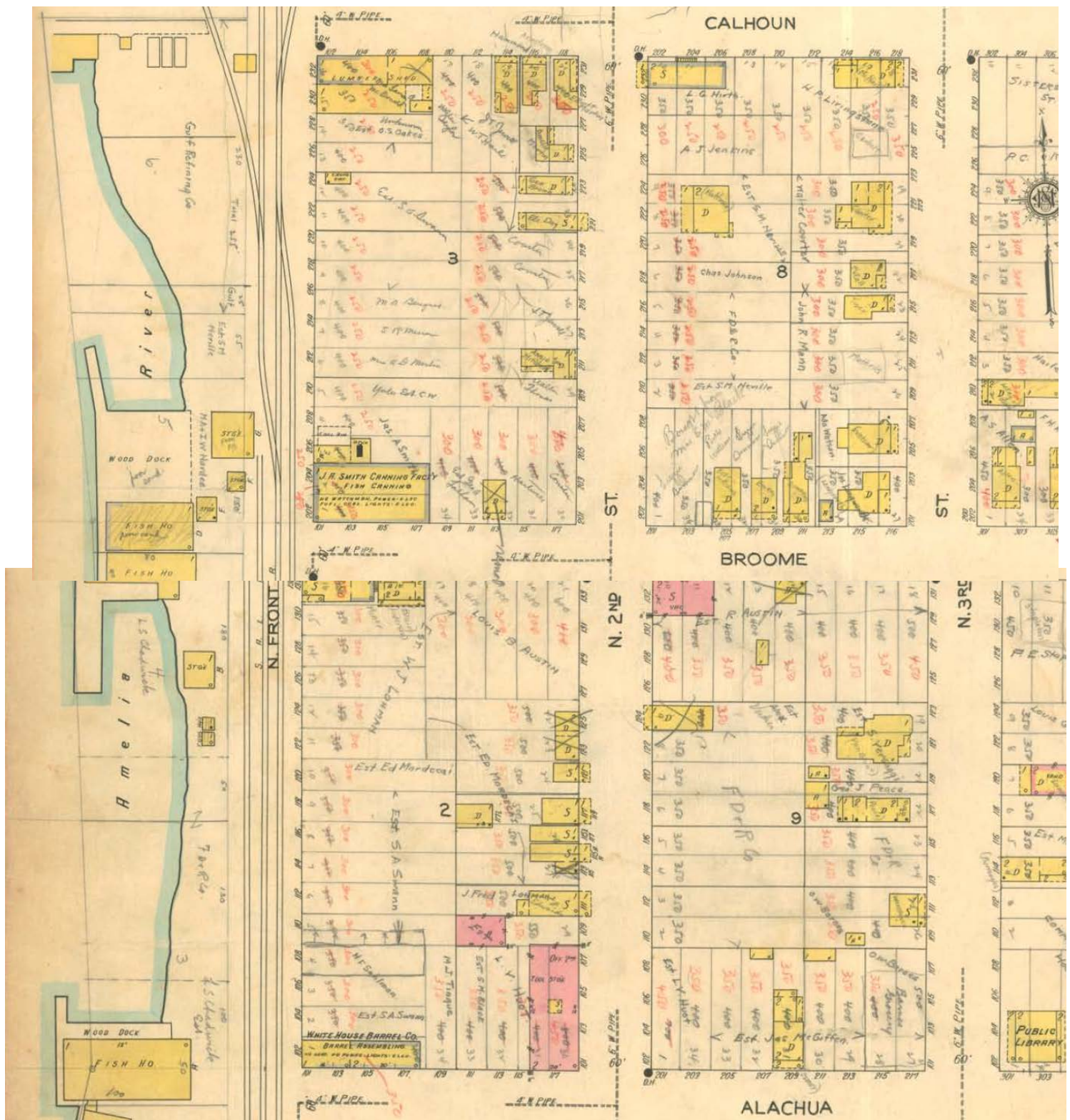
1903 Sanborn Map



1909 Sanborn Map of N. 2nd Street



1926 Sanborn Map of N. 2nd Street



NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, March 5, 2019 at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

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.

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



Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

Note:

Please run as a DISPLAY in the February 20, 2019 edition of the News Leader.

Please send proof of publication to:

City Clerk's Office

City Hall, 204 Ash Street

Fernandina Beach, FL 32034

904-310-3115

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
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 02/21/2019

Date: January 28, 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

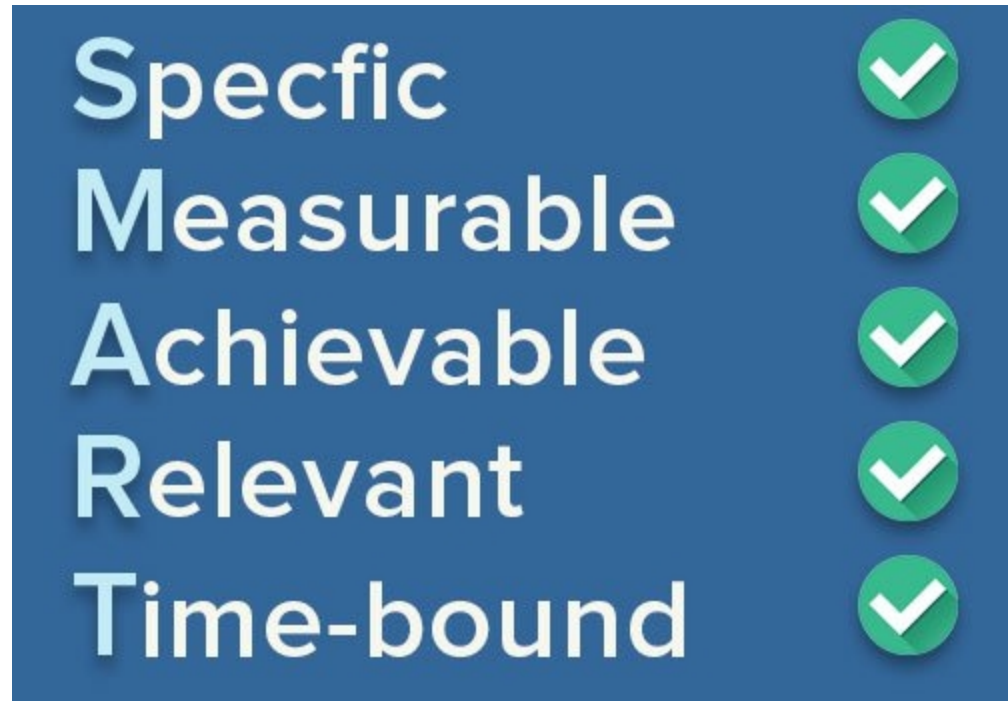
Project Management

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)

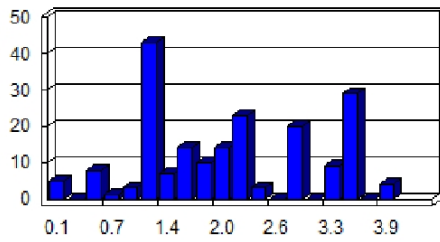
W: www.northfloridalandtrust.org



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

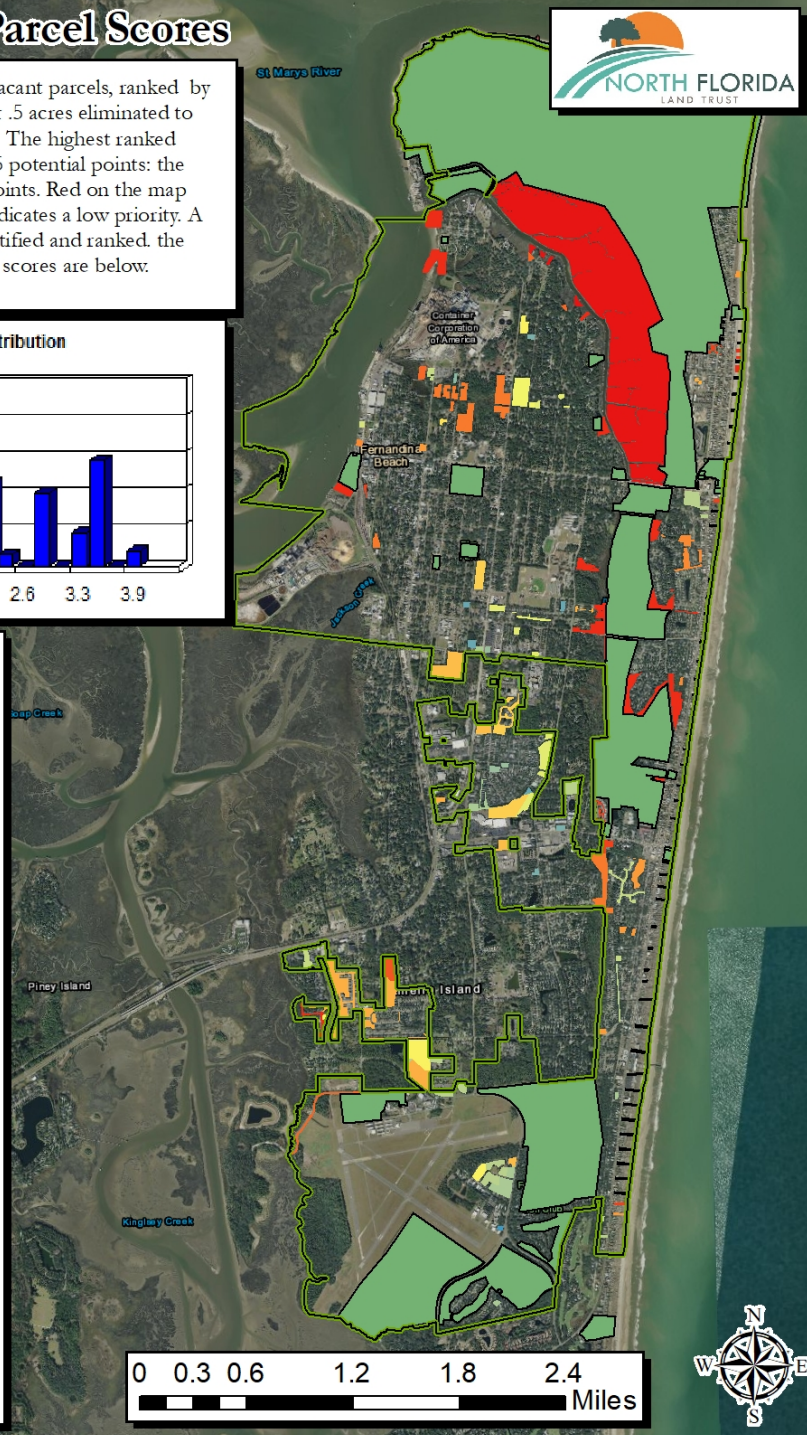


Legend

- 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.

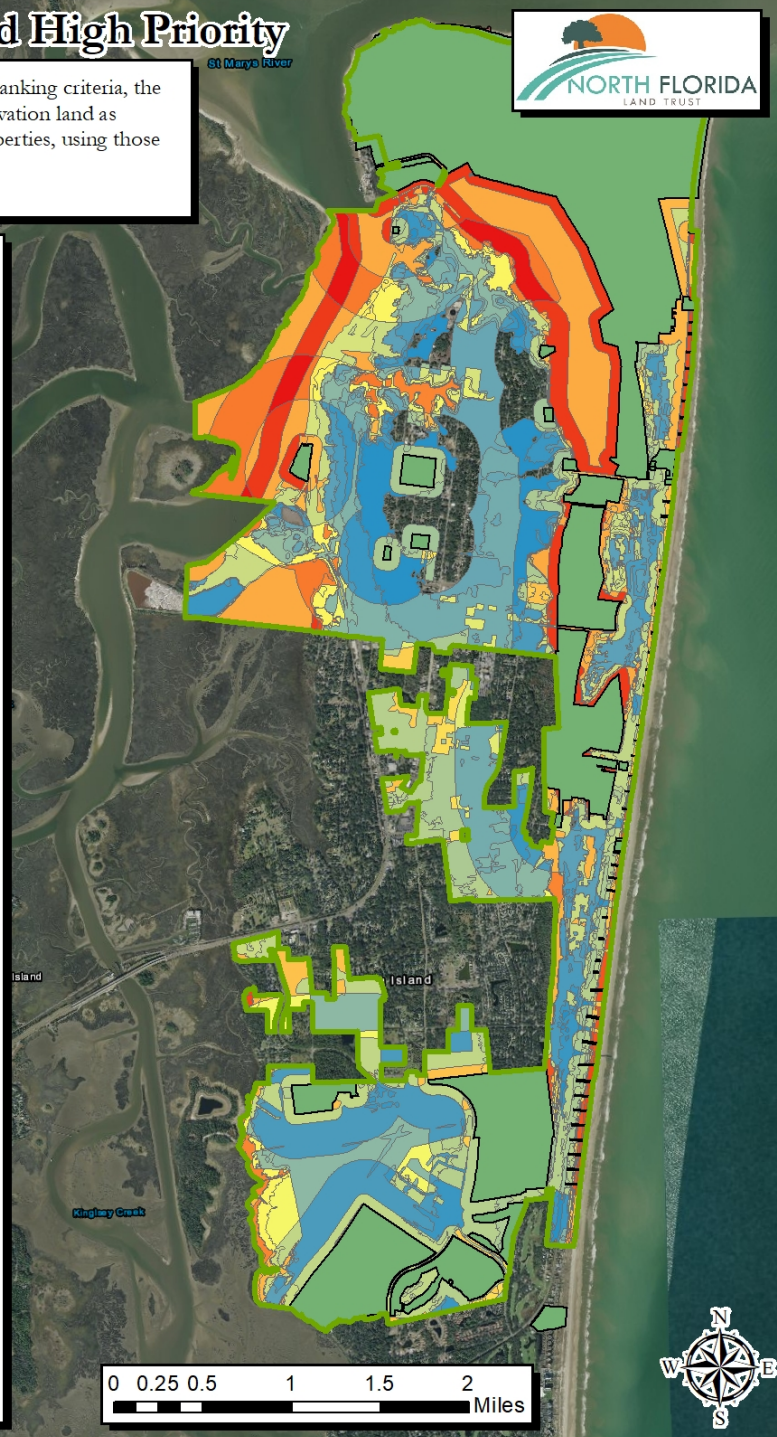


Legend

- 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
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- 3
- 3.1
- 3.2
- 3.3
- 3.4
- 3.5
- 3.9
- 4



Native Habitat Map

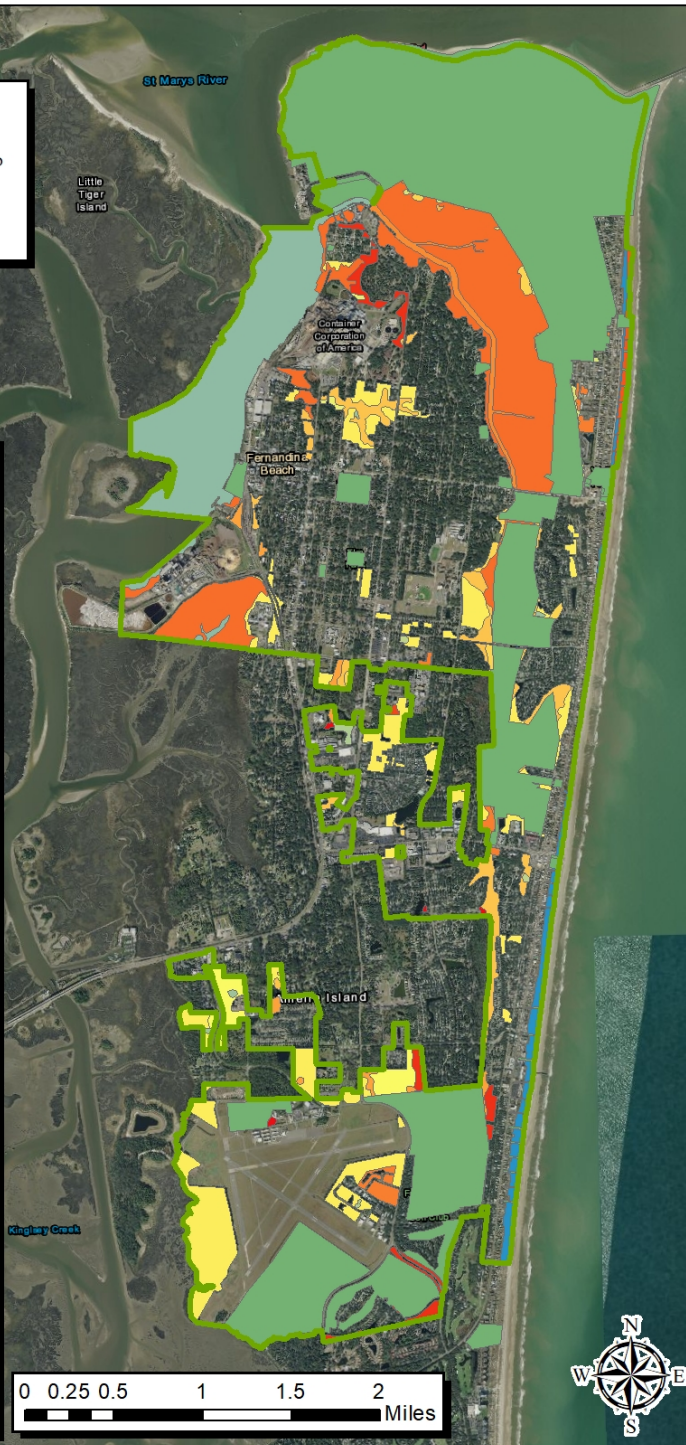
This map displays those areas identified in the Florida Fish and Wildlife Conservation Commission's Cooperative Land Cover Map as being retained native habitat within the City of Fernandina Beach.

Legend

- CoFB City Limits
- CoFB Designated Greenspace

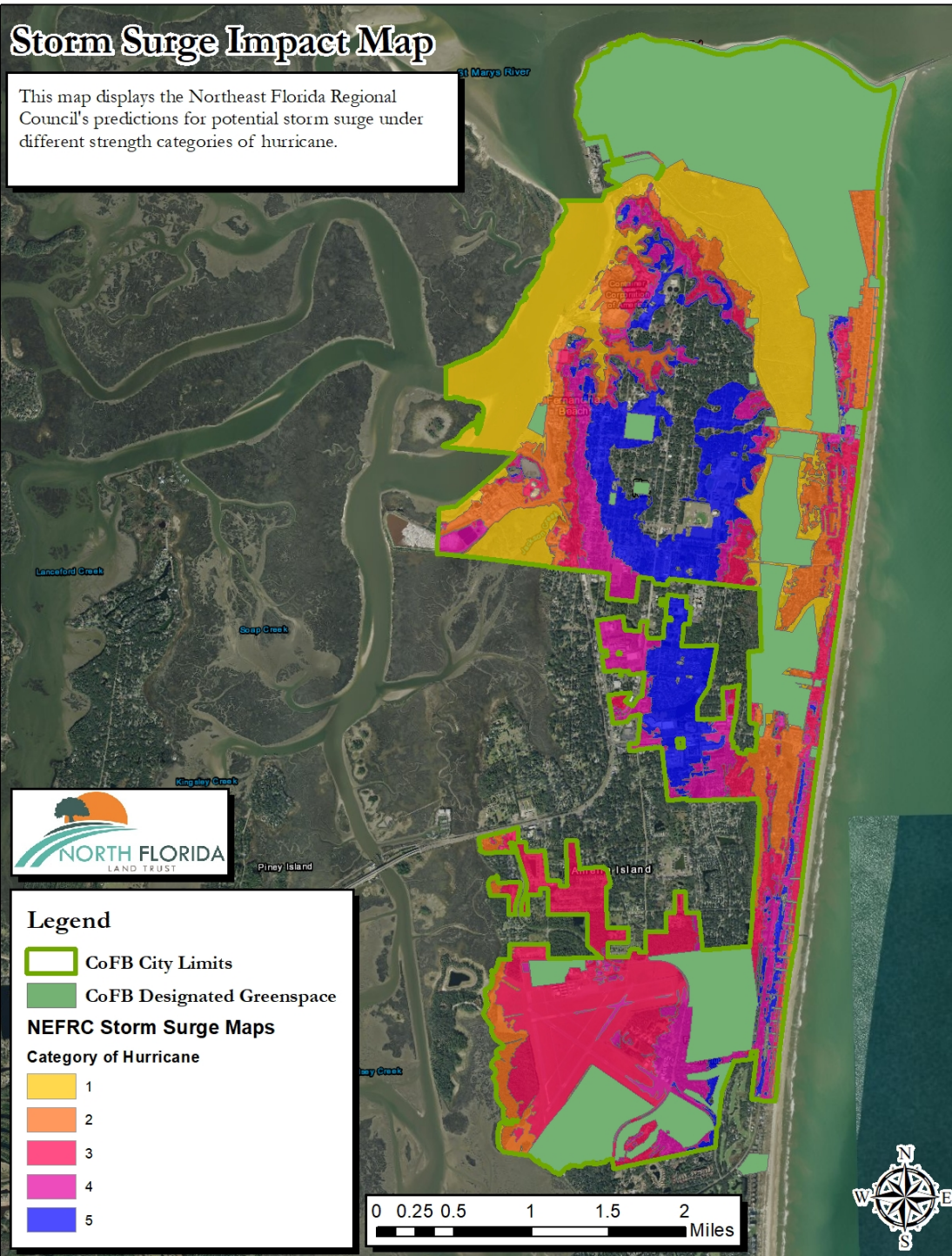
NAME_SITE

- 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.

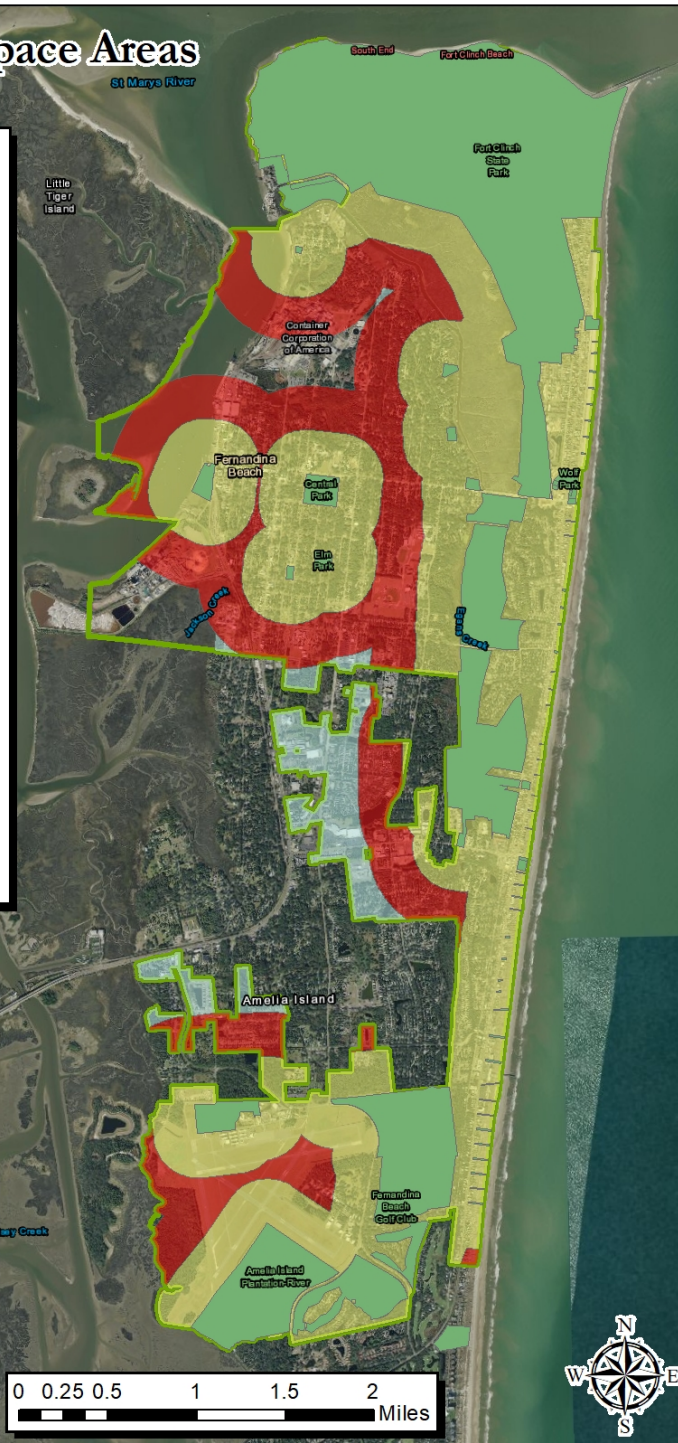
4.2% of the community is unserved by a park or greenspace area.

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

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191 NASSAU 55-10-3N-29-0000-0001-0000	10-3N-29-0000-0001-0000
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36 NASSAU 55-05-2N-28-0000-0001-0010	05-2N-28-0000-0001-0010
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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
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Sheet1

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93 NASSAU	55-01-2N-28-0000-0001-0000	01-2N-28-0000-0001-0000
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159 NASSAU	55-00-00-31-1800-0217-0010	00-00-31-1800-0217-0010
160 NASSAU	55-00-00-31-1800-0217-0060	00-00-31-1800-0217-0060
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
168 NASSAU	55-00-00-31-1800-0083-0010	00-00-31-1800-0083-0010
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
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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
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Sheet1

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19 NASSAU	55-00-00-31-1018-0058-0000	00-00-31-1018-0058-0000
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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
103 NASSAU	55-00-00-31-124G-000B-0000	00-00-31-124G-000B-0000
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
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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
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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
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16 NASSAU	55-00-00-31-1018-0045-0000	00-00-31-1018-0045-0000
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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
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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
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184 NASSAU	55-00-00-31-1020-0050-0000	00-00-31-1020-0050-0000
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6 NASSAU	55-00-00-31-1018-0034-0000	00-00-31-1018-0034-0000
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72 NASSAU	55-00-00-31-1018-0047-0000	00-00-31-1018-0047-0000
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84 NASSAU	55-32-3N-28-0000-0001-0000	32-3N-28-0000-0001-0000
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140 NASSAU	55-00-00-31-163V-000A-0000	00-00-31-163V-000A-0000
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3 NASSAU	55-00-00-31-1015-0011-0000	00-00-31-1015-0011-0000
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12-089-05-2N-28-0000-0001-0010	096	0
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12-089-00-00-31-1580-0028-0000	040	0
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SEWAGE DISPOSAL, SOLID WASTE, BORROW PITS, DRAINAGE RESERVOIRS, WASTE LAND, MARSH, SANI
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Sheet1

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Sheet1

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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 &
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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 P & JAMES M &
O'CONNER JAMES J TRSTEE (50%)&	O'CONNER JAMES P & JAMES M &
EGANS LANDING OWNERS ASSOC INC	PO BOX 16175
LLMM LLC &	WINDDOG LLC
LLMM LLC &	WINDDOG LLC
A A MILLER FAMILY LLC	96509 BLACKROCK ROAD
LODGING RESOURCES INC	1617 ATANTIC AVE
GF/AMELIA ISLAND PROPERTIES	INC
RHO NANCY H LIVING TRUST	NANCY H RHO TRUSTEE
O'CONNER JAMES J TRSTEE (50%)&	O'CONNER JAMES P & JAMES M &
O'CONNER JAMES J TRSTEE (50%)&	O'CONNER JAMES P & JAMES M &
O'CONNER JAMES J TRSTEE (50%)&	O'CONNER JAMES P & JAMES M &
O'CONNER JAMES J TRUSTEE (50%)	O'CONNER JAMES P & JAMES M &
O'CONNER JAMES J TRSTEE (50%)&	O'CONNER JAMES P & JAMES M &
O'CONNER JAMES J TRSTEE (50%)&	O'CONNER JAMES P & JAMES M &
O'CONNER JAMES J TRSTEE (50%)&	O'CONNER JAMES P & JAMES M &
PRESTAR LTD	PO BOX 50682
O'CONNER JAMES J TRSTEE (50%)&	O'CONNER JAMES P & JAMES M &
JOYCE D MIXON LIVING TRUST	2684 SUSAN DR
MIXON JOYCE D EST	2684 SUSAN DRIVE
MIXON JOYCE D EST	2684 SUSAN DRIVE
S MASTERS LIMITED PARTNERSHIP	4144 NORTH OLCOTT
KEYSTONE PLAZA LLC	PO BOX 16987
AMELIA PARK NEIGHBORHOOD	ASSOCIATION INC
AMELIA PARK NEIGHBORHOOD	ASSOCIATION INC
JAX NAVY CREDIT UNION	4949 BLANDING BLVD
LIME PEPPER LAND TRUST	CAMCAM MANAGEMENT LLC TRUSTEE
AMELIA PARK TND LLC	ATTN: RICK WOOD
AMELIA PARK NEIGHBORHOOD	ASSOCIATION INC
HARREL LAND LLC	1875-A SOUTH 14TH STREET
ROCKTENN CP LLC	FERNANDINA BEACH MILL
LAKEWOOD OF AMELIA HOMEOWNERS	ASSOCIATION
CITIZENS STATE BANK	PO BOX 1355
GORE CARROL WAYNE TRUSTEE	CARROL WAYNE GORE TRUST
AMELIA PARK NEIGHBORHOOD	ASSOCIATION INC
TREVETT HOMES INC	PO BOX 706
KINGDOM MINISTRIES INC	PO BOX 16299
FHFC III INC	227 NORTH BRONOUGH ST STE 5000
PARKVIEW HOMEOWNERS	ASSOCIATION
HARDWICK JAMES O & JUDITH B	4115 ORTEGA BLVD
BENNETT HAROLD C & MARY	2189 SADLER RD
DRURY LINDA DARLENE	2732 EASTWOOD DR
KIM GOES TO WORK LLC	4726 MEADOWLARK LN
SUMMER BEACH WEST LLC	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
	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

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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

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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

Sheet1

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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Sheet1

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17RMP5463988095	90.60468229		096	5773911
17RMP5529892953	3.334215414		040	5765445
17RMP5624594972	3.984620272		040	5763870
17RMP5616695042	1.013042399		040	5767694
17RMP5616095188	6.132992533		040	5767697
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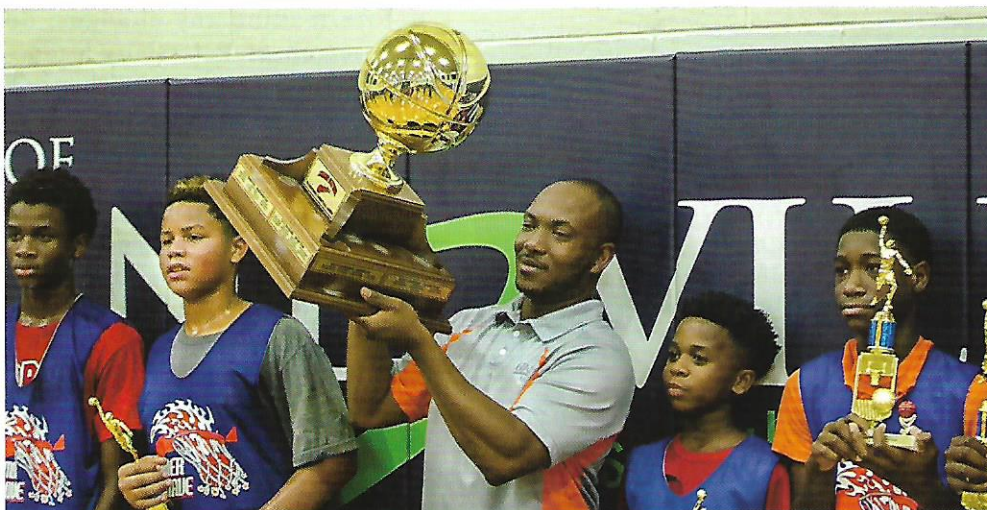
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209.0675407	2137.190029	0.3000000119
192.4637458	2306.725239	0.200000003
339.2829927	2282.677394	0.1000000015

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.

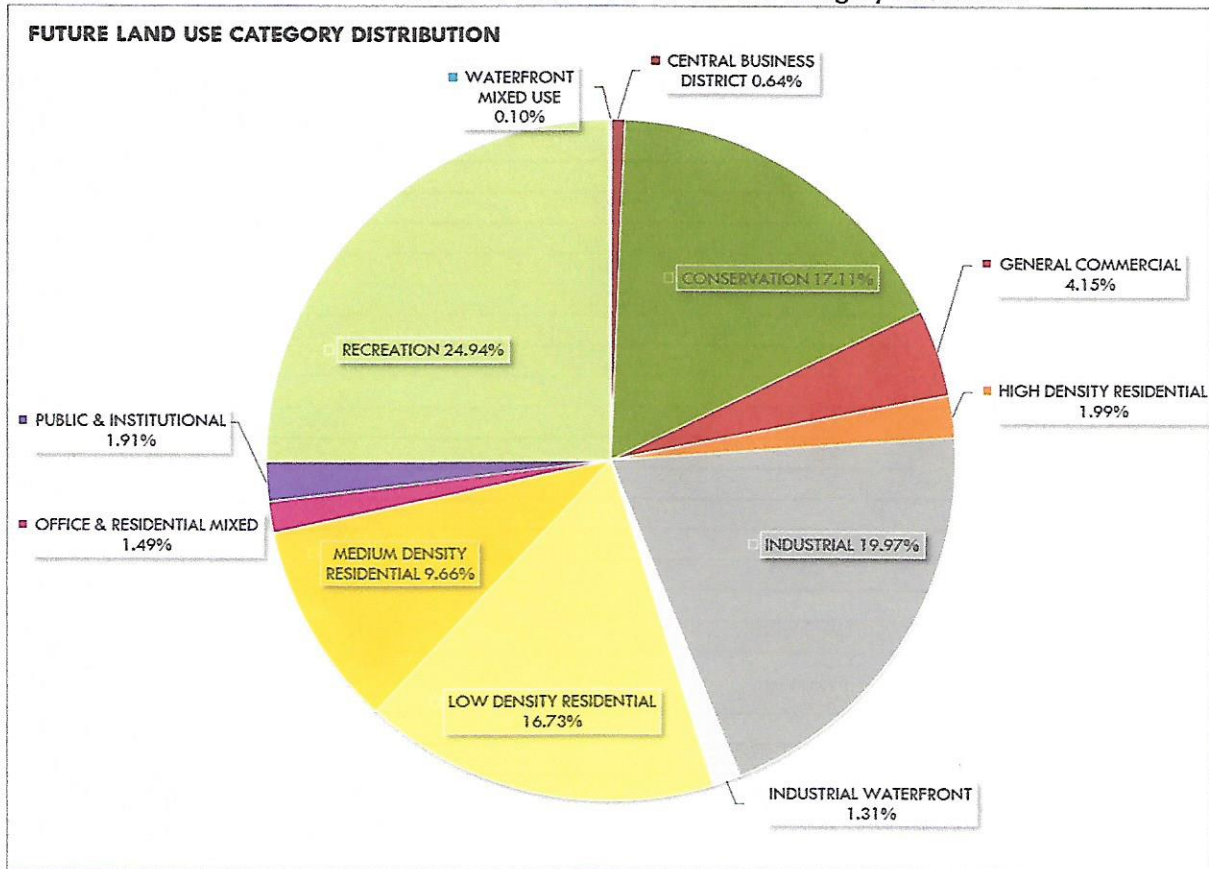
Before jumping into a crowdsourcing or community-funded project, ask these questions:

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.

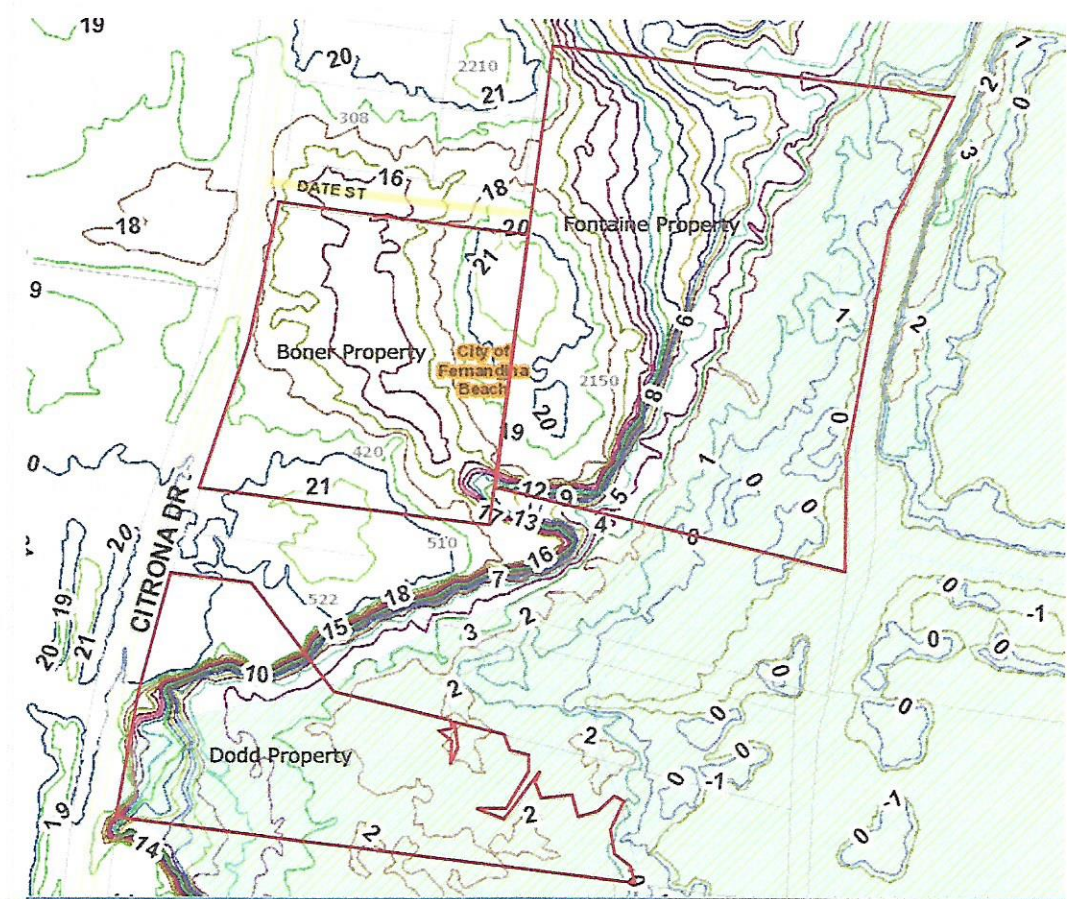
Is it the right type of improvement? Be clear about how the project or program fits with the city’s strategic plan or commitment to the community.

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 02/21/2019

Date: January 28, 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

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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](#)

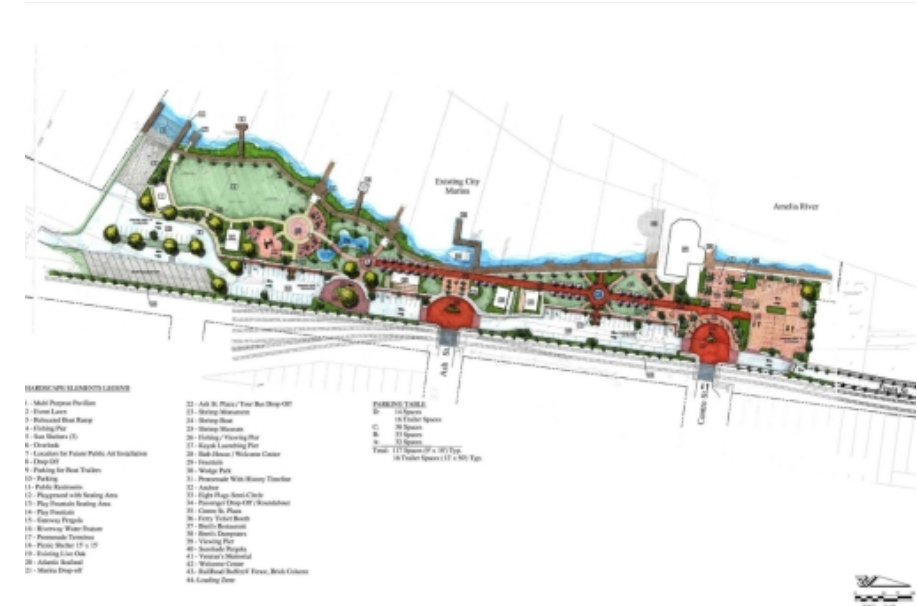
**Congratulations to
WestRock's Fernandina Mill
for Celebrating its
80th Anniversary!**



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
Beach Driving

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION:

SYNOPSIS: At its Regular Meeting on February 5, 2019, the City Commission directed City Manager Martin to provide recommendations regarding beach driving.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 02/21/2019

Submitted By: _____ Date: February 08, 2019
Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Charter Officer Performance Evaluations

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 02/07/2019

Date: January 28, 2019

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

Management and Executive Annual Performance Appraisal

Employee Name: _____ Appraiser's Name: _____

Employee Title: _____ Department: _____

Appraisal Period: _____

Part I. Competency Evaluation – How This Employee Achieved Results

Ratings for competencies evaluate the degree to which employees used their skills and knowledge in achieving results. While comments are only mandatory for competencies evaluated as Does Not Meet Expectations or Exceeds Expectations, managers are encouraged to substantiate all ratings by commenting on each competency.

Core Competencies

Assess all employees on each of the competencies listed in this section by placing the appropriate rating (N, M, or E) in the "Rating" column.

Competency	Comments	Rating
Strategic Leadership Able to inspire, influence, and enable others to achieve a specific mission. Drive for results/initiative.		
Business and Organization Knowledge Having a solid knowledge of The City of Fernandina Beach's businesses and organization. Ability to identify and learn new information.		
Decision Making Acts on and makes timely decisions with business direction. Delegates decision-making authority to level with capability and information closest to the internal or external customer.		
Customer Focus Ability to anticipate and meet internal/external customer needs in timely manner. Ensures customer satisfaction through process of monitoring, developing, improving, and delivering excellence in products and service.		
Selection and Development of People Competence can be seen by how well self and others are developed.		
Teamwork/Partnering Builds winning teams. Works effectively with others to accomplish goals/resolve problems.		

Core Competencies *continued*

Assess *all* employees on each of the competencies listed in this section by placing the appropriate rating (N, M, or E) in the “Rating” column.

N: Does Not Meet Expectations

M: Meets Expectations

E: Exceeds Expectations

Competency	Comments	Rating
Accountability Makes aggressive commitments and is willing to be judged against them. Trustworthy with unyielding integrity.		
Vision/Direction Setting Ability to provide clear sense of direction for organization/department. Secures relevant information. Identifies key issues and sets priorities.		
Drive for Results/Resource Management Identifies new ways to improve quality, productivity and customer service. Maximizes talents and abilities. Uses available resources efficiently (e.g., time, materials).		
Adaptability Ability to be flexible when changes occur. Able to anticipate and bring about change when needed.		

Overall Evaluation of Competencies

Please assign an overall rating for the competencies described above by placing an “X” in the appropriate box. You may assign only one rating.

Does Not Meet Expectations	Meets Expectations	Exceeds Expectations

Part II. Summary of Results Achieved for [Year]

Describe specific goals and results achieved during the year and assign a rating in the spaces below.

[illegible]

Appraiser's Comments

The appraiser should provide any additional comments that he/she believes are important for describing the employee's performance and contributions, including any factors that may have positively or adversely impacted performance.

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Overall Performance Rating

Please assign an overall performance rating for this employee, taking into consideration both the results that were achieved as well as the means by which they were accomplished (competency evaluations). Select only **one** of the ratings listed below by placing an "X" next to the number that corresponds to your overall evaluation.

_____	5	Employee Whose Performance Greatly Exceeds Expectations: This employee consistently exceeds performance expectations while demonstrating a high level of proficiency in all or most of the competencies required in his/her job.
_____	4	Employee Whose Performance Exceeds Expectations: This employee consistently meets and frequently exceeds performance expectations while demonstrating a high level of proficiency in many of the competencies required in his/her job.
_____	3	Employee Whose Performance Meets Expectations: This employee consistently meets and may occasionally exceed performance expectations while demonstrating proficiency in the competencies required in his/her job.
_____	2	Employee Whose Performance Does Not Consistently Meet Expectations: This employee does not consistently meet performance expectations and/or demonstrates only a moderate level of proficiency in the competencies required in his/her job.
_____	1	Employee Whose Performance Fails To Meet Expectations: This employee usually fails to meet performance expectations and/or demonstrates only a minimal level of proficiency in the competencies required in his/her job.

Part III. Goal Setting and Annual Performance Planning for [Year]:

Instructions: This section should be completed jointly between appraiser and appraisee. Indicate specific goals and objectives to be accomplished during the forthcoming year.

Overall Goal (What) _____

Specific Performance Objectives (Action Steps) _____

Outcome Measures (Results) _____

Importance of Goal _____

Time of Goal (Target Completion Quarter) _____

Comments _____

Part IV. Signatures

The employee should sign below to acknowledge having received this appraisal and having the opportunity to discuss its contents with the appraiser. Signing does not indicate agreement with the contents of this appraisal, and the employee may comment as appropriate.

Employee's Signature (required)

Date _____

Appraiser's Signature (required)

Date

Second Appraiser's Signature (include only if necessary, e.g., a dual reporting relationship)

Date _____

Signature of Reviewer (Appraiser's Immediate Superior)

Your signature below certifies that you have reviewed this appraisal and the comments made by the individual being appraised.

Reviewer's Signature

Date _____

Title, Department

Comments By Individual Being Appraised

In the space below, please write any comments you have about this appraisal of your performance. Attach additional pages as necessary.

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